



**Request for Proposals for
Space Planning, Furniture Design, and Installation
Services for Goleta City Hall**

Release Date: November 7, 2016

Mandatory Pre-Proposal Meeting: November 15, 2016 (3:30pm)

Proposal Due Date: November 28, 2016

City of Goleta
Request for Proposals (RFP) for
Space Planning, Furniture Design, and Installation Services for Goleta City Hall

The City of Goleta is requesting proposals from firms or individuals interested in providing space planning, furniture design, and installation services to the City of Goleta for City Hall. This document outlines the scope of work for consulting services. A **mandatory** pre-proposal meeting shall be held at City Hall on November 15, 2016 at 3:30pm. Four copies of the proposal shall be submitted in writing by 4:00pm on November 28, 2016 to:

Deborah Lopez, City Clerk
Subject: Request for Proposal for Space Planning, Furniture Design, and Installation Services for Goleta City Hall
130 Cremona Drive, Suite B
Goleta, CA 93117

I. INTRODUCTION

The City of Goleta is located on the Central Coast of California just north of Santa Barbara. Incorporated in 2002, the City has the warmth and charm of a small town. Beaches and well-maintained parks and open spaces add to its attraction. Contributing to this young community's outstanding quality of life are the City's low crime rate, mild coastal climate, and desirable location.

City Hall currently leases office space at 130 Cremona Dr. Comprised of six departments, City Hall has outgrown its current space and has leased additional office space on the second floor of this building. The City now needs to design a layout for this 4,800-square foot area that optimizes work spaces and provides storage and workrooms, while enhancing a positive flow of the currently used area.

II. PURPOSE OF THE REQUEST

The purpose and intent of this Request for Proposal (RFP) is to solicit proposals from a design-vendor team that can provide professional space planning, furniture design, and installation services for the City Hall offices. The scope of the RFP shall include the following phased components:

Project Phasing

- I. Consultant will create a preferred design of the 4,800-square foot expansion area that meet's the City's needs, as described in Section III on the next page.
- II. Consultant will inventory the City's existing office furniture that could be utilized for the expansion, and work with staff to generate a comprehensive list of furniture to be purchased from vendor (e.g. desks, overhead storage, cubicles, shelving, etc.).
- III. City and consultant will coordinate with vendor as appropriate throughout the process to order, deliver, and install furniture.

The City is seeking a design-vendor team that can coordinate together throughout this multi-phased project. If appropriate, the City may enter into two contracts resulting from this RFP: 1) an Agreement for Professional Services with the selected design firm; and 2) an Agreement for

General Services with the vendor for the direct purchase of furniture. Conversely, one agreement covering both the professional and general services needs of this RFP could result. The nature of the contract arrangement (one versus two contracts) will depend on the characteristics of the chosen firm.

III. PROPOSAL SHALL CONSIDER THE FOLLOWING:

General Considerations

- The City has budgeted \$75,000 for this project, although staff recognize that this limited budget may not meet all of the needs specified in this proposal. The City may have flexibility to increase the budget, but proposers should remain sensitive to the existing budget constraints.
- The City is looking to reuse materials where at all possible (e.g. use existing storage cabinets, bookshelves, desks). Refer to Exhibit 2 for an inventory of existing materials. *Proposers should assume that all supplies listed below will need to be purchased, unless the listed supplies are referenced and included in Exhibit 2 or otherwise noted in this text.*
- It is the City's understanding that the office furniture located in the existing occupied portion of the 2nd floor is made by HON, although other furniture companies would be considered for the expansion area.
- All offices and cubicles should be furnished with sit-stand desks, as the City's budget allows.
- Electrical and computer wiring will need to be identified in the Open Areas, but will be sourced under a separate contract.

Built-In Offices

- Seven built-in offices need to be furnished for our department directors and senior project managers. Five of these offices are located in the expansion area, and the other two offices are located in the existing 2nd floor area.
- Furnishings in each of the seven total offices shall include desks, chairs, and overhead storage space, similar to what the existing occupied built-in offices already have. As budget allows, a few of the built-in offices may also require small meeting tables and chairs.

Cubicles

- A minimum of three large 10x10 cubicles are needed for senior engineering staff.
- A minimum of six smaller cubicles are needed for assistant level positions.
- Chairs are needed for each of the cubicles.
- The larger cubicles for senior staff should be separated from the smaller cubicles that will be used for assistant level positions. A combination of individual cubicles and bullpen/open layout cubicles that encourage communication among staff is preferred.
- All workspace and cubicles need to be designed to allow as much natural light as possible. The upper portions of cubicle walls should be clear, similar to what is currently used in the existing occupied area.

Open Areas

- In the open areas, provide layout tables that allow for the review of large plans (plans can be as large as 34" X 44") and also facilitate group discussions.

- Provide additional desktop areas for consultants to use. These desktop areas do not have to be in a cubicle. Where practical, the City encourages design that allows for dual-use space. For example, a layout (plan review) table may also be used as a desktop space for a part-time consultant. Refer to Exhibit 2 for a photo of an existing desk that may be used as consultant space.
- A copy machine and plotter area shall be established near the south entry area. This area will need a table for organizing what is printed/plotted, and an area to store printer and plotter supplies. Plotter and copy machine are identified in Exhibit 2.
- A mini-kitchen area shall be established in the south open area for the refrigerator, water cooler, microwave and coffee pot. These existing supplies are currently located in the small conference room and will need to be moved.

Conference Rooms

- There are two conference rooms (one large and one small) located on the 2nd floor that will need to be updated per these specifications.
- The large interior conference room shall be dual-use, designed as a plan storage room/plan check area and also a conference room. This room currently includes a partition separator that can be opened and closed as needed. The room should include:
 - Wall storage/cubbies for engineering plan storage
 - Two flat files (existing) as shown in Exhibit 2
 - 2 HON filing cabinets (existing) as shown in Exhibit 2
 - 1 HON tall filing cabinet (existing) shown in Exhibit 2
 - A closet in this interior conference room shall be designed as a store room for 2nd floor office supplies, paper, toner, etc.
- Both conference rooms need tables that are equipped for electrical (built-in outlets). Both tables should have wheels.
- Chairs are needed in both conference rooms.

IV. PROPOSAL SHALL INCLUDE THE FOLLOWING

As described above, the City is seeking a design-vendor team that can coordinate together throughout the process, from design through installation. Interested firms should provide the below listed information with their RFP submittal:

- Cover Letter

This letter should briefly state the proposer's understanding of the work to be performed, the commitment to perform the work, and why the proposer is the best qualified to perform the duties requested. Provide a description of work experience relevant to the scope of work described above, and also specify the vendor company that the proposer will partner with throughout the process. Describe reasons for choosing the vendor company.

- Qualifications

A statement of qualifications for space commercial planning services should be included. Qualifications shall include resumes of staff proposed to complete this project, including contact information. Provide three (3) local references for similar commercial space planning services.

- Organizational Plan

Provide an organizational plan on how the project is to be implemented including schedule to expedite the project. This shall include identifying key decision points to expedite the completion

of the project (e.g. critical path schedule). Include a timeline for project completion, assuming a contract will be awarded on December 20th, 2016.

- **Costs**

Provide cost estimates for: 1) space planning design services; 2) new office furniture costs; and 3) installation services. Include an hourly rate schedule and any assumptions that may affect the outlined costs.

V. SELECTION CRITERIA

The successful firm will have demonstrated their ability to meet the requirements of the RFP, have experience with similar projects, provide creative ergonomic designs, and be cost effective.

VI. GENERAL INFORMATION

1. The City of Goleta reserves the exclusive right on its selection of a consultant.
2. All proposals submitted will be subject to public records laws.
3. The City reserves the right to cancel, revise, or reissue the RFP at any time.
4. The City reserves the right to reject any and all proposals and to waive minor irregularities in the proposal process. The City may accept any proposal if such action is believed to be in the best interest of the City.
5. The City is not liable for any cost incurred by the consultant prior to the execution of the contract.
6. The City reserves the right to negotiate scope and cost with the consultant.
7. The project team shall be approved by the City of Goleta. The City must approve any changes to the project team.

VII. QUESTIONS DURING PROPOSAL PERIOD

All questions shall be directed to Dana Grossi using e-mail: dgrossi@cityofgoleta.org

VIII. PROJECT SCHEDULE

This project is a priority for the City. Below is a desired schedule for initiating this project; however dates may be subject to change and adjusted as necessary.

Mandatory Pre-Proposal Meeting	November 15, 2016, 3:30 PM
Request for Clarifications Due	November 18, 2016
Clarification Responses Provided	November 21, 2016
Proposals Submittal Deadline	November 28, 4:00 PM
City Staff Evaluation of Proposals	Nov 29 – Dec 2, 2016
Interview Top Candidates	December 8, 2016
Award Contract	December 20, 2016

The mandatory pre-proposal meeting will consist of a tour of the 2nd floor office space currently being used by City employees, as well as the 4,800-square foot expansion area of City Hall which is the focus of this proposal.

Deliver proposals to:

Deborah Lopez, City Clerk

Subject: Request for Proposal for Space Planning, Furniture Purchasing, and Installation

Services for Goleta City Hall

130 Cremona Drive, Suite B

Goleta, CA 93117

Attachments:

- Reference Page (to be filled out by proposers and included with RFP submittal)
- Exhibit 1 - Site Plan
- Exhibit 2 – Inventory of existing supplies to be moved to expansion area
- Exhibit 3 – Sample Agreement for Professional Services
- Exhibit 4 – Sample Agreement for General Services

REFERENCES

Reference 1

Contact Name: _____ Phone Number: (____) _____

Name of Organization: _____

Address: _____

Project Description (Use additional sheets if needed): _____

Project Budget: _____

Reference 2

Contact Name: _____ Phone Number: (____) _____

Name of Organization: _____

Address: _____

Project Description: _____

Project Budget: _____

Reference 3

Contact Name: _____ Phone Number: (____) _____

Name of Organization: _____

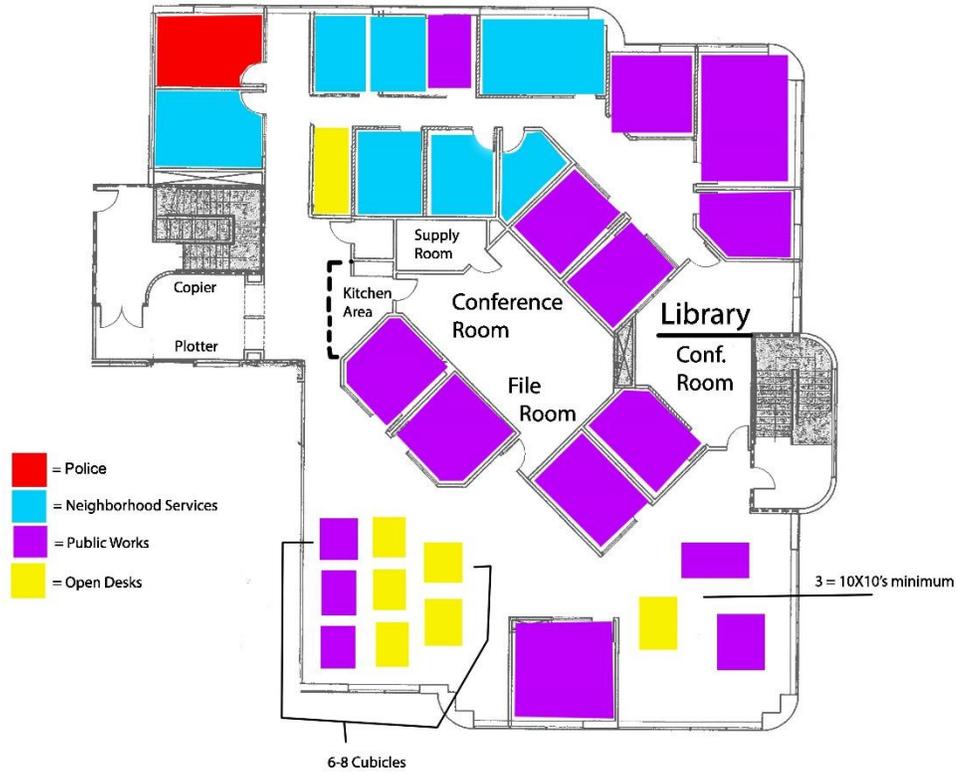
Address: _____

Project Description: _____

Project Budget: _____

SITE PLAN

2nd Floor



PARTITION PLAN



INVENTORY OF EXISTING SUPPLIES

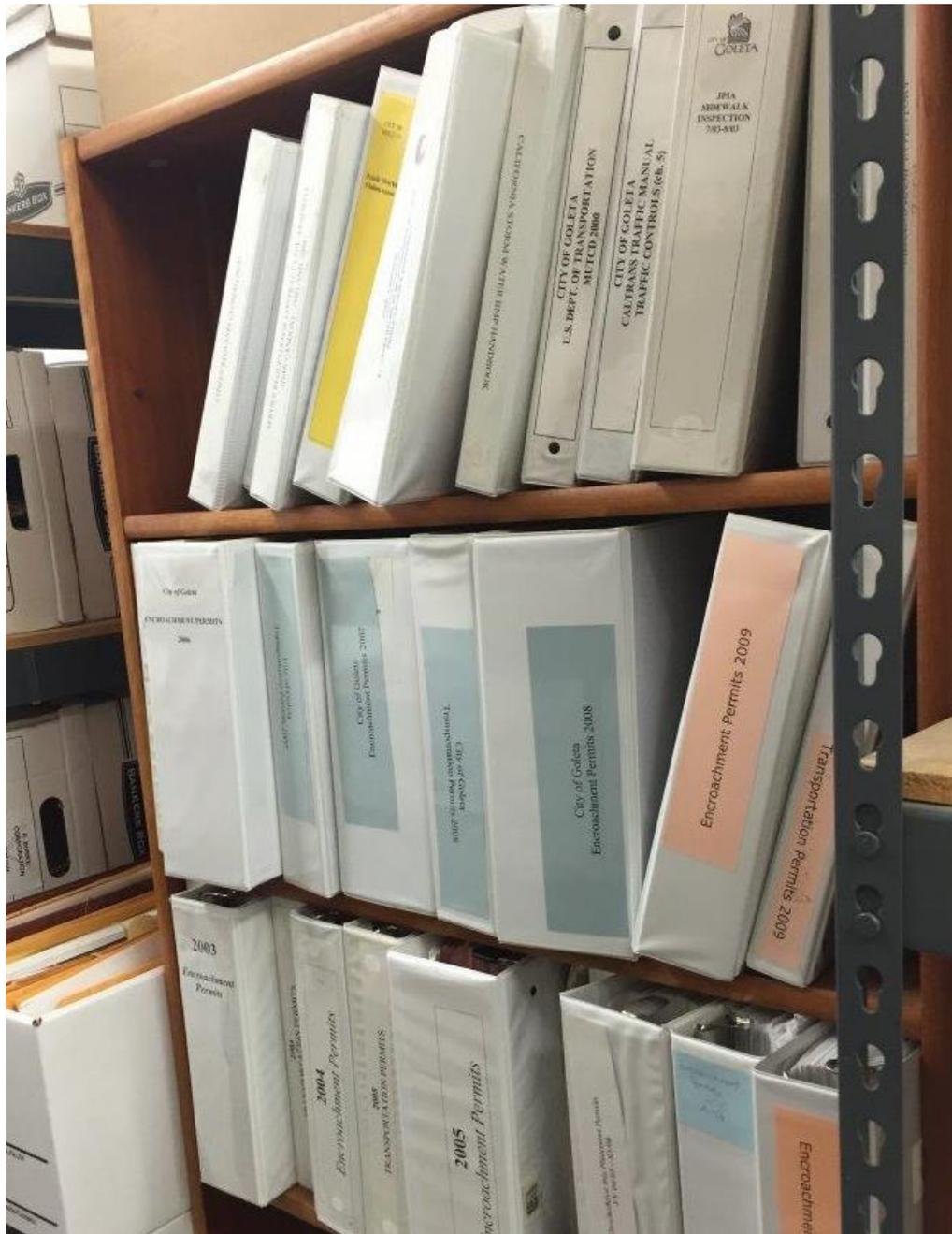
3 wood filing cabinets

Each are 20" Wide X 30" deep X 52" tall



1 wood bookcase

30" wide X 11.5" deep X 71" tall



2 sets of flat files

Grey Metal (on top): 47" wide X 35.5" deep X 31" tall

Beige Metal (on bottom) 53.5" wide X 41" deep X 39" tall



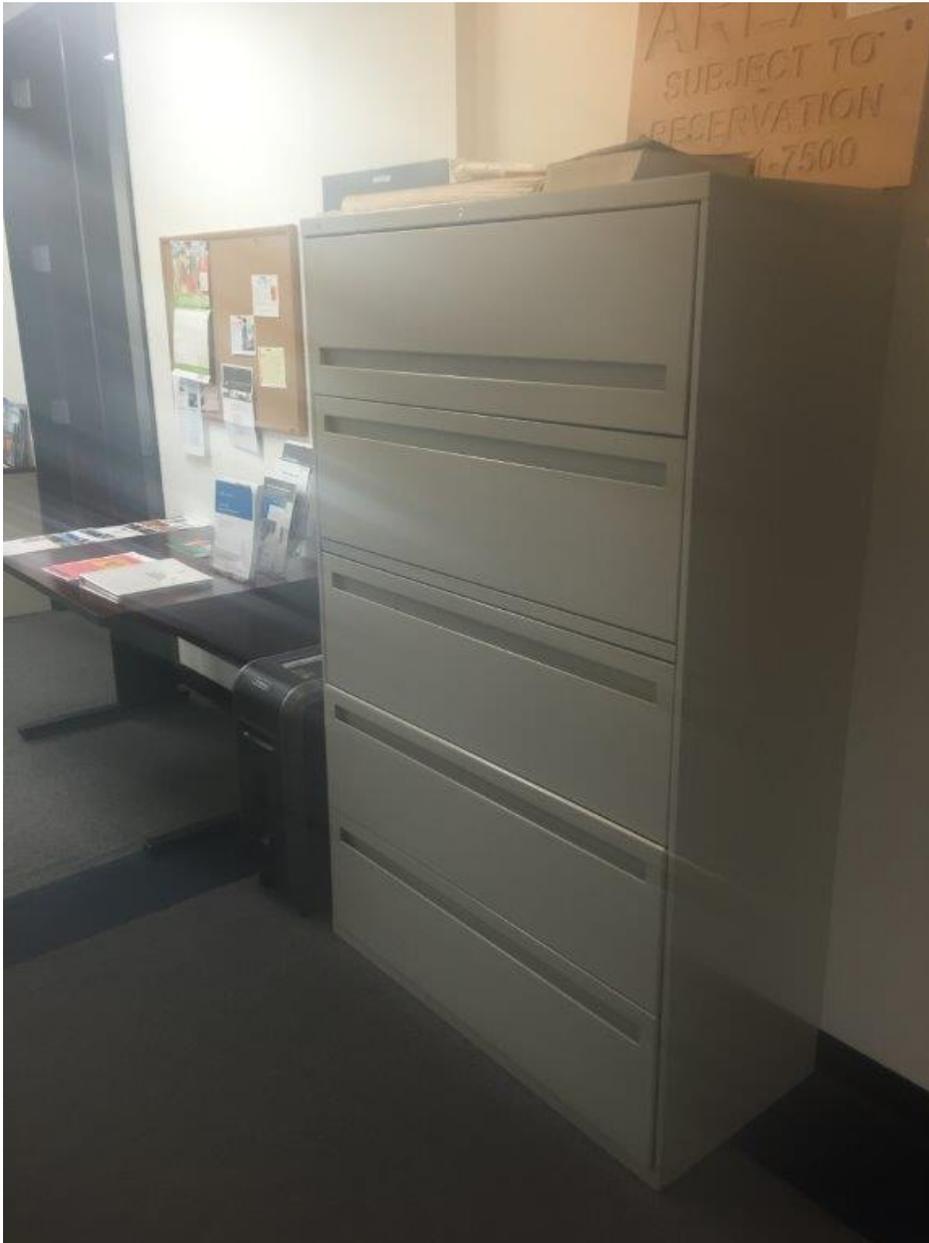
2 sets of HON low filing cabinets

Cream: 365" wide X 19" deep X 28.5" tall



1 tall HON filing cabinet

Cream: 42" wide X 19" deep X 66.5" tall



Public Works Plotter

79" wide X 40" deep X 54" tall



Public Works Copy Machine



Desk (possible consultant space)
72" wide X 36" deep X 29" tall



Project Name:

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

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

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

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

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

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

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

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

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional _____ services in conjunction with _____. Services shall generally include _____, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein. CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A" <or> as follows:

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 \$ (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until , after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (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. 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..

3. EXTRA SERVICES

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

4. CITY PROJECT MANAGER AND SERVICES BY CITY

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

CITY shall perform the services defined in Exhibit "A" <or> as follows:

5. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to _____, 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 paragraph 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 here in as _____.

6. 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.

7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY.

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

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

8. HOLD HARMLESS AND INDEMNITY

(a) **Hold Harmless for CONSULTANT's Damages.** CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or

occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

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

(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.

9. INSURANCE

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

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

- c) Workers' Compensation insurance complying with California 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 on a policy form appropriate to CONSULTANT's profession. Limits shall be no less than \$1,000,000 per claim.

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

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.
- b) CONSULTANT's insurance shall apply to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

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

10. RELATION OF THE PARTIES

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

11. 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.

12. TERMINATION BY CITY

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. NONDISCRIMINATION

CONSULTANT shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this AGREEMENT.

21. TAXPAYER IDENTIFICATION NUMBER

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

22. NON-APPROPRIATION OF FUNDS

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

23. MODIFICATION OF AGREEMENT

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

24. USE OF THE TERM "CITY"

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

25. PERMITS AND LICENSES

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

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

Tim W. Giles, City Attorney

Project Name: (Insert Project Name)

**AN AGREEMENT FOR GENERAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
(SERVICE PROVIDER)**

THIS GENERAL SERVICES AGREEMENT, made and entered into this ____ day of **Month, Year**, by and between the **CITY OF GOLETA**, a municipal corporation (hereinafter referred to as "City"), and **SERVICE PROVIDER** (hereinafter referred to as "Service Provider").

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

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

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

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

The City and Service Provider agree as follows:

1. RETENTION OF SERVICE PROVIDER

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform (**insert services to be provided**), as requested. Service Provider warrants it has the qualifications, experience and facilities to properly and timely perform said services.

2. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated to be \$, and **SHALL NOT EXCEED** the sum of \$ over the life of the contract, and shall be earned on the following basis:

Hourly at the hourly rates and with reimbursement to the Service Provider

for those expenses set forth in Service Provider's Schedule of Fees marked **Exhibit "A,"** attached and incorporated herein.

(b) Payment. All payments shall be made within 30 days after the Service Provider has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City's Project Manager.

3. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by the Service Provider shall be accomplished under the general direction of, and coordinate with, the City's "Project Manager", as that staff person is designated by the City from time to time, and who presently is **Staff Name.**

4. PROGRESS AND COMPLETION

Project Manager shall assign, in writing, Service Provider discrete small projects which shall in no event exceed \$30,000 per project. Service Provider shall commence work on the services to be performed on each project as requested and authorized by the Project Manager.

For each discrete job requested by the City Project Manager, Service Provider must respond to provide at least an initial assessment of the project. Service Provider will provide an estimate to the City Project Manager and only start work upon written authorization from the City Project Manager.

31.5. CONTRACT PERFORMANCE

Non-Exclusivity. This agreement is non-exclusive. City reserves the right to retain, employ, contract with other qualified Service Providers during the term of this agreement on such occasions and in such circumstances as City shall determine are appropriate.

Ability to Perform. The Service Provider warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.

Laws to be Observed. The Service Provider shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Goleta ordinances, regulations and adopted codes during its performance of the work.

Payment of Taxes. The contract prices shall include full compensation for all taxes which the Service Provider is required to pay.

Permits and Licenses. The Service Provider shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.

Prevailing Wage. The Service Provider or subcontractor is obligated to pay prevailing wages under the California Labor Code. Service Provider or subcontractor agrees to indemnify, defend and hold City harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of the Service Provider to be familiar with the California Labor Code, and failure or neglect of the Service Provider to understand the California Labor Code shall in no way relieve him from any obligations.

Safety Provisions. The Service Provider shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Preservation of City Property. The Service Provider shall provide and install suitable safeguards, approved by City, to protect City property from injury or damage. If City property is injured or damaged as a result of the Service Provider's operations, it shall be replaced or restored at the Service Provider's expense. The facilities shall be replaced or restored to a condition as good as when the Service Provider began work.

Immigration Act of 1986. The Service Provider warrants on behalf of itself and all subcontractor Providers engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Service Provider Non-Discrimination. In the performance of this work, the Service Provider agrees that it will not engage in, nor permit such subcontractor as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.

Work Delays. Should the Service Provider be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at City's sole option, be extended for such periods as may be agreed upon by City and the Service Provider. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

Inspection. The Service Provider shall furnish City with every reasonable opportunity for City to ascertain that the services of the Service Provider are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to City's inspection and approval. The inspection of such work shall not relieve Service Provider of any of its obligations to fulfill its contract requirements.

Audit. City shall have the option of inspecting and/or auditing all records and other written materials used by Service Provider in preparing its invoices to City as a condition precedent to any payment to Service Provider.

Interests of Service Provider. The Service Provider covenants that it presently has no interest, and shall not acquire any interest, direct or indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. The Service Provider further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Service Provider certifies that no one who has or will have any financial interest in performing this work is an officer or employee of City. It is hereby expressly agreed that, in the performance of the work hereunder, the Service Provider shall at all times be deemed an independent Service Provider and not an agent or employee of City.

6. TERM

This agreement shall expire on **DATE**. The City may elect to extend the term of the agreement for a maximum number of two (2) one-year (1) year terms by written notification by the City's Project Manager to the Service Provider within 60 days prior to the expiration date of the agreement.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Service Provider's drafts, notes and internal memorandum), including duplication of same prepared by Service Provider in the performance of these services, shall become the property of the City upon termination of the consulting services pursuant to this Agreement and upon payment in full of all compensation then due Service Provider. If requested by the City, all, or the designated portions of such, shall be delivered to the City. The City agrees to hold the Service Provider 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 the Service Provider is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBSERVICE PROVIDER

This Agreement is not assignable by Service Provider without the City's prior

consent in writing.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Service Provider's Damages. The Service Provider holds the City, its elected officials, officers and employees, harmless from all of Service Provider's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to the Service Provider, to the Service Provider's employees, to Service Provider's Service Providers or subcontractor, or to the owners of the Service Provider's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or occur while Service Provider is in a City building or on City property, or which are connected, directly or indirectly, with the Service Provider's performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third Party Claims/Liability. Service Provider shall investigate, defend, and indemnify the City, its elected officials, officers and employees, from any claims, lawsuits, demands, judgments and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, professional errors and omissions arising out of, directly or indirectly, an error, a negligent act or negligent omission of the Service Provider or of Service Provider's Service Providers/subcontractor, or the willful misconduct of the Service Provider or Service Provider's Service Providers/subcontractor, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions in law or equity concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related to such litigation.

(c) Nonwaiver. The 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 the City, or the deposit with the City, of any insurance certificates or policies described in section 10.

10. INSURANCE

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

Insurance shall include the following (or broader) coverage:

- e) Insurance Services Office Commercial Liability coverage "occurrence" form

CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- f) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- g) 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.

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

- i) City, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on insurance services office form cg 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as cg 20 37 with an edition date prior to 2004.
- j) Service provider insurance shall apply to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to city's vicarious liability.
- k) Liability coverage shall be primary and non-contributing with any insurance maintained by city.
- l) 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.
- m) No liability insurance coverage provided to comply with this agreement shall prohibit service provider, or service provider employees, or agents, from waiving the right of recovery prior to a loss. Service provider waives its right of recovery against city.

- n) Service provider agrees to deposit with city within fifteen days of Notice to Proceed of the contract certificates of insurance and required endorsements.
- o) There shall be no recourse against city for payment of premiums or other amounts with respect to the insurance required to be provided by service provider 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 service provider or city will withhold amounts sufficient to pay premium from service provider payments.
- p) Service provider agrees to provide immediate notice to city of any claim or loss against service provider arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve city.

11. RELATION OF THE PARTIES

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

12. TERMINATION BY CITY

The City, by notifying Service Provider in writing, may upon five (5) calendar days notice, terminate any portion or all of the services agreed to be performed under this Agreement. In the event of such termination, Service Provider 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 Service Provider within 30 days following submission of a final statement by Service Provider.

13. CORRECTIONS

The Service Provider shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Service Provider's work. Should Service Provider fail to make such correction in a reasonably timely manner, such correction shall

be made by the City, and the cost thereof shall be charged to Service Provider.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to Service Provider for anything done, furnished or relating to Service Provider'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 five (5) calendar days of the receipt of that check, which ever occurs first. However, any approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subcontractors, agents and Service Providers 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 the City for any defect or error in the work prepared by Service Provider, its employees, subcontractor, agents and Service Providers.

15. 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.

16. CONFLICT OF INTEREST

Service Provider is unaware of any City employee or official that has a financial interest in Service Provider's business. During the term of this Agreement and/or as a result of being awarded this contract, the Service Provider shall not offer, encourage or accept any financial interest in Service Provider's business by any City employee or official. If a portion of Service Provider's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Service Provider warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

17. GOVERNING LAW; CAPTIONS; ENTIRE AGREEMENT BETWEEN PARTIES

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. 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. 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. 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. Except for Service Provider'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 or services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

18. 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: Michelle Greene, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO SERVICE PROVIDER: TBD

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

SERVICE PROVIDER

Michelle Greene, City Manager

By:
Title:

ATTEST:

Deborah Lopez, City Clerk

By:
Title:

APPROVED AS TO FORM

Tim W. Giles, City Attorney