

MEMORANDUM

TO: CITY COUNCIL

FROM: BILL ROBESON, ASSISTANT CITY MANAGER/PUBLIC WORKS DIRECTOR

BY: JILL MCPEEK, CAPITAL IMPROVEMENT PROJECT MANAGER

SUBJECT: CONSIDERATION TO APPROVE AN AGREEMENT FOR CONSULTANT SERVICES WITH SALAS O'BRIEN FOR THE FIVE CITIES FIRE AUTHORITY STATION 1 EMERGENCY GENERATOR REPLACEMENT PROJECT, PW 2021-09

DATE: OCTOBER 12, 2021

SUMMARY OF ACTION:

Approving an Agreement for Consultant Services with Salas O'Brien will allow the City to complete the design and obtain construction support services for the Five Cities Fire Authority (FCFA) Station 1 Emergency Generator Replacement Project.

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

The FY 2021-22 Capital Improvement Program (CIP) budget included \$85,000 (\$42,500 of General Fund and \$42,500 of anticipated California Nuclear Power Preparedness (NPP) Program grant funds) for the purchase of a replacement generator at the FCFA Station 1. It was subsequently determined that approval of NPP funds cannot be granted until after design is complete and a project cost estimate is known. Therefore, an allocation of \$4,280 from the General Fund balance is being requested at this time to prepare the design and project cost estimate. If approved, it is anticipated that NPP funds will reimburse the City for 50% of all the project costs, including design. Staff time will be necessary to coordinate the design plans with the consultant.

RECOMMENDATION:

It is recommended the City Council 1) Approve an Agreement for Consultant Services with Salas O'Brien in the amount of \$46,780 for design and construction support services of the FCFA Station 1 Emergency Generator Replacement Project; and 2) Approve an amendment to the Fiscal Year 2021-22 Capital Improvement Program budget to transfer \$4,280 of General Fund from fund balance to the subject project.

BACKGROUND:

The City of Arroyo Grande owns the FCFA Station 1 building at 140 Traffic Way, and in accordance with the FCFA Joint Exercise of Powers Agreement between Arroyo Grande, Grover Beach and Oceano, the City remains responsible for insurance and maintenance of the fire station (Section 8 A). FCFA Station 1 is considered an essential services building in accordance with Section 16007 of the California Health and Safety Code. The

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California Legislature has determined that buildings providing essential services should be capable of providing those services to the public after a disaster. In order to do so, power from an emergency generator is needed in the event of power loss due to a power outage.

The exact age of the existing diesel generator is unknown, but it appears to have been installed in the early 1980's when the original building was constructed or shortly thereafter. In the recent past, several costly repairs to the generator have been required mainly due to its age, sometimes non-functional condition, and the unavailability of certain parts.

Following the adoption of the FY 2021-22 CIP budget, staff performed further research regarding essential services building requirements. It was discovered that in order to replace the existing generator, services would be needed from qualified engineering firms for both design and construction phase services, including continuous construction inspection. On July 22, 2021, a request for proposal (RFP) for engineering services was posted on the City's website and on eBidboard, and was distributed to local plan rooms.

ANALYSIS OF ISSUES:

Three proposals and their sealed fee proposals were received by the August 19, 2021 due date. A review committee consisting of a FCFA and a City staff member evaluated and rated the proposals based on the following criteria:

Criteria	Possible Points
Understanding of the work to be performed	40
Proposed work plan	40
Experience with similar assignments	20

The review committee rated the firms as follows:

Firm	Rating
Salas O'Brien	85.0
P2S Engineering	77.5
Borrelli and Associates, Inc.	37.5

Based on these ratings, staff moved forward with negotiating a contract with Salas O'Brien. FCFA and City staff met with members of the Salas O'Brien team at FCFA

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Station 1 to go over the details of both the proposal and fee proposal and found them to be appropriate for the current assumptions for the project.

If approved, it is estimated design of the project will take approximately four months to complete. At that time, staff will present the item to Council to evaluate overall probable costs and to consider approving the design and authorizing the solicitation of construction bids.

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

1. Approve staff's recommendations;
2. Do not approve staff's recommendations;
3. Approve an Agreement for Consultant Services with Salas O'Brien for design services only in the amount of \$35,300;
4. Do not approve staff's recommendations and direct staff to negotiate with the next ranked firm;
5. Do not approve an Agreement for Consultant Services with Salas O'Brien and direct staff to solicit proposals from additional firms;
6. Provide other direction to staff.

ADVANTAGES:

Approval of an Agreement for Consultant Services with Salas O'Brien will allow for the design and construction phase engineering support for the FCFA Station 1 Emergency Generator Replacement Project. Replacing the existing generator will ensure continuous power to FCFA Station 1 in the event of power loss.

DISADVANTAGES:

A transfer of General Fund monies takes away funding from other City functions.

ENVIRONMENTAL REVIEW:

No environmental review is required for the approval of an Agreement for Consultant Services for engineering services for the FCFA Station 1 Emergency Generator Replacement Project.

PUBLIC NOTIFICATION AND COMMENTS:

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

ATTACHMENT

1. Agreement for Consultant Services

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES (“Agreement”), is made and effective as of October 12, 2021, between **SALAS O’BRIEN** (“Consultant”), and the **CITY OF ARROYO GRANDE**, a Municipal Corporation (“City”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on October 13, 2021, and shall remain and continue in effect until December 31, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and comply with all terms and provisions set forth in Consultant’s Proposal dated August 19, 2021, attached hereto as Exhibit “B,” and incorporated herein by this reference.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **AGREEMENT ADMINISTRATION**

The Five Cities Fire Authority’s Fire Chief shall represent City in all matters pertaining to the administration of this Agreement. Jeffrey Gosal shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. **PAYMENT**

The City agrees to pay the Consultant in accordance with the payment rates and terms set forth in Exhibit “C,” attached hereto and incorporated herein by this reference.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5.

7. **TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Consultant's business; or
- (c) Assignment of this Agreement by Consultant without the consent of City.
- (d) End of the Agreement term specified in Section 1.

8. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the City's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

(e) The City, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

10. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors or any entity or

individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

(d) Indemnification for Design Professional Services. Notwithstanding anything herein to the contrary, to the fullest extent permitted by law for all design professional services arising under this Agreement, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

(e) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.

12. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "D," attached hereto and incorporated herein as though set forth in full.

13. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. 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 of its officers, employees, or agents 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 it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the City of Arroyo Grande in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Arroyo Grande will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors 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 person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Arroyo Grande
Assistant City Manager/Director of Public Works
300 East Branch Street
Arroyo Grande, CA 93420

To Consultant: Salas O'Brien
Jeffry Gosal, Principal
894 Meinecke Avenue, Suite C
San Luis Obispo, CA 93405

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the City.

19. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

City and Consultant agree that time is of the essence in this Agreement.

22. **CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

Consultant is bound by the contents of the City's Request for Proposal, Exhibit "A," attached hereto and incorporated herein by this reference, and the contents of the Proposal submitted by the Consultant, Exhibit B. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's Proposal.

23. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

24. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF ARROYO GRANDE

CONSULTANT

By: _____
Caren Ray Russom, Mayor

By: _____

Attest:

Its: _____
(Title)

Jessica Matson, City Clerk

Approved As To Form:

Timothy J. Carmel, City Attorney

EXHIBIT A

CITY'S REQUEST FOR PROPOSAL

EXHIBIT B
CONSULTANT'S PROPOSAL

EXHIBIT C

CONSULTANT'S FEE PROPOSAL

EXHIBIT D

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all Consultants, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days' notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to

mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self-insurance available to City.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant’s existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At the time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increase benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

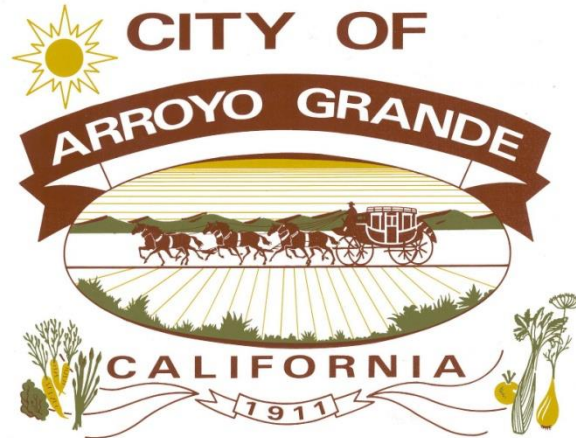
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. 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.



Public Works Department

Request for Proposal (RFP)

**ENGINEERING SERVICES FOR
REPLACEMENT GENERATOR AT
FIVE CITIES FIRE AUTHORITY STATION 1
PW 2021-09**

Due:

Thursday, August 19, 2021

No later than 4:00 P.M.

Deliver to:

City of Arroyo Grande

Attention: Jill McPeek

jmcpeek@arroyogrande.org (<10MB)

or

USB flash drive (>10MB) to

1375 Ash Street

Arroyo Grande, CA 93420

July 22, 2021

CITY OF ARROYO GRANDE
REPLACEMENT GENERATOR AT
FIVE CITIES FIRE AUTHORITY STATION 1
PW 2021-09

REQUEST FOR PROPOSALS

I. BACKGROUND

The City of Arroyo Grande owns the building at 140 Traffic Way which is leased to the Five Cities Fire Authority (FCFA). In the recent past there has been several costly repairs to the existing diesel generator and the City has budgeted funds in its current CIP for its replacement, ideally with natural gas and/or propane. The generator is a component of an essential services building and will be subject to the requirements contained in the California State Essential Services Buildings Seismic Safety Act of 1986.

- Plans for the building:
<https://www.dropbox.com/s/m7z1itk0aa70d2h/PLAN.pdf?dl=0>
- Photos of the current generator:
https://www.dropbox.com/sh/2xnmlxlw0knqaf8/AAC5f3YEjHnwK_NnDt5KRUrNa?dl=0

II. SERVICES REQUESTED

The City of Arroyo Grande is soliciting proposals from qualified firms to assist with, but not be limited to, the following:

- Analyze/determine load/demand with City and FCFA staff
- Determine sizing and costs with appropriate manufacturer(s) and present options and costs to staff
- Assist staff with preparation of appropriate permits from APCD and/or City Building Department
- Preparation of plans, specifications, and estimates for public bid
- Bidding assistance, including RFIs for potential addendums
- Construction support, including RFIs and submittal review
- Preparation of record drawings
- Optional Task: Continuous inspection of the work of construction in all stages of its progress at the site

The selected firm should anticipate participating in two (2) project team meetings, one (1) pre-bid meeting, and one (1) pre-construction meeting.

Proposing firms must agree to enter into the City's Standard Agreement for Consultant Services without modification and to provide the required insurance as stipulated in Attachment 1.

III. PROPOSAL FORMAT AND CONTENT

PROPOSAL

Please provide a brief letter proposal, no more than 6 pages (3 pages front and back), including the following:

1. Introduction

A summary statement which demonstrates your understanding of the City's objectives and how you expect to address them.

2. Work Plan

Describe the activities/steps to be taken to accomplish the services requested.

3. Prior Related Experience

Provide a list of three (3) representative projects of similar scope and nature performed within the last five (5) years, particularly projects for other local government agencies. Please include a contact person for each representative project listed.

FEE PROPOSAL

In accordance with Qualifications-Based Selection (QBS), please mail or deliver a Fee Proposal in a separate sealed envelope.

1. Fee Proposal

The consultant is requested to provide a "not to exceed" cost (inclusive of all professional fees and expenses) for the entire project as outlined in its Work Plan. Include the hourly rate charges for each team member who may be involved in the project.

IV. SELECTION PROCESS

A review committee will evaluate the proposals based on the following:

- Understanding of the work to be performed 40 points
 - Proposed Work Plan 40 points
 - Experience with similar assignments 20 points
- (Maximum Total Points - 100)

V. TENTATIVE SCHEDULE OF EVENTS

The following are the anticipated schedule of events for the project:

Design

Issue RFP	July 22, 2021
Proposals/Fee Proposals due 4:00 PM	August 19, 2021
Select Consultant / Contract Negotiations	August 23 - September 3, 2021
City Council Award of Design Contract	September 14, 2021
Design Kick-Off Meeting	September 20, 2021
Design Completion	January 14, 2022

Bidding / Contract Award

Advertisement	January - February 2022
Bid Opening	February 2022
Council Award of Construction Contract	March 2022

Construction

Notice to Proceed	April 2022
Construction Complete	May 2022

VI. PROPOSAL SUBMITTAL

1. Provide one PDF document of **Project Proposal** by email to Jill McPeek at jmcpeek@arroyogrande.org if project proposal file size is less than 10 MB.

Alternately, project proposals greater than 10 MB may be provided on a USB flash drive and sent to:

Jill McPeek, Capital Improvement Project Manager
Public Works Department
City of Arroyo Grande
1375 Ash Street
Arroyo Grande, CA 93420

2. Mail or deliver **Fee Proposal** in a separate sealed envelope.
3. **Closing Date: Project Proposal and Fee Proposal** must be received by **4:00 PM, August 19, 2021**.
4. The City reserves the right to reject any or all proposals for any or no reason.

For more information, please contact Jill McPeek at jmcpeek@arroyogrande.org or (805) 473-5444.

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES (“Agreement”), is made and effective as of _____ 2021, between _____ (“Consultant”), and the **CITY OF ARROYO GRANDE**, a Municipal Corporation (“City”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on _____, 2021 and shall remain and continue in effect until _____, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and comply with all terms and provisions set forth in Exhibit “B”, attached hereto and incorporated herein by this reference.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGREEMENT ADMINISTRATION

City’s _____ shall represent City in all matters pertaining to the administration of this Agreement. _____ shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. PAYMENT

The City agrees to pay the Consultant in accordance with the payment rates and terms set forth in Exhibit “C”, attached hereto and incorporated herein by this reference.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise.

If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5.

7. **TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Consultant's business; or
- (c) Assignment of this Agreement by Consultant without the consent of City.
- (d) End of the Agreement term specified in Section 1.

8. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the City's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

(e) The City, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

10. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. **INDEMNIFICATION**

(a) **Indemnification for Professional Liability.** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subContractors or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) **Indemnification for Other Than Professional Liability.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subContractors of Consultant.

(c) **General Indemnification Provisions.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subContractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

(d) **Indemnity Provisions for Contracts Related to Construction.** Without affecting the rights of City under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.

12. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit “D” attached hereto and incorporated herein as though set forth in full.

13. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. 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 of its officers, employees, or agents 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 it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the City of Arroyo Grande in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Arroyo Grande will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subContractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subContractors 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 person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

17. NOTICES

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Arroyo Grande
Assistant City Manager/Director of Public Works
300 East Branch Street
Arroyo Grande, CA 93420

To Consultant: _____

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the City.

19. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

City and Consultant agree that time is of the essence in this Agreement.

22. **CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

Consultant is bound by the contents of the City's Request for Proposal, Exhibit "A", attached hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "B", attached hereto and incorporated herein by this reference. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

24. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF ARROYO GRANDE

CONSULTANT

By: _____
Caren Ray Russom, Mayor

By: _____

Attest:

Its: _____
(Title)

Kelly Wetmore, City Clerk

Approved As To Form:

Timothy J. Carmel, City Attorney

EXHIBIT A

CITY'S REQUEST FOR PROPOSAL

EXHIBIT B
CONSULTANT'S PROPOSAL

EXHIBIT C

CONSULTANT'S FEE PROPOSAL

EXHIBIT D

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all Consultants, and subContractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all Consultants and subContractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement

and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subContractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.

10. Consultant agrees to ensure that subContractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subContractors and others engaged in the project will be submitted to City for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, subContractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant’s existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At the time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increase benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirements

in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. 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.

August 19, 2021

City of Arroyo Grande
1375 Ash Street
Arroyo Grande, CA 93420

Attention: Jill McPeek

Email: jmcpeek@arroyogrande.org

Subject: Proposal for Engineering Services for Replacement Generator at Five Cities Authority Station 1
PW 2021-09 RFP

SOBE Project No.: 2102676

Dear Jill,

We are pleased to submit our proposal to provide engineering services for the Replacement Generator at Five Cities Authority Station 1 project located at 140 Traffic Way.

- 1. Introduction:** Salas O'Brien is pleased to submit our proposal to provide engineering services for the City of Arroyo Grande's Replacement Generator Project. Salas O'Brien has been providing MEP engineering and architectural planning, costing, and design solutions since 1975 and has a nationwide reputation for sustainable and flexible facilities planning and design.

Project Understanding

The team has reviewed the scope of work detailed in the RFP and understands that the City of Arroyo Grande would like to replace the existing diesel generator (currently at 60 kW) located at 140 Traffic Way, location of the City's building currently being leased to the Five Cities Fire Authority (FCFA). The City is interested in replacing the current diesel generator with natural gas and/or propane generator. Salas O'Brien is to assess the current load demands, determine best replacement options, followed by design development, bidding assistance, and construction administration support.

A Tailored Approach

The team we assembled for these services are highly skilled electrical engineers with design and planning expertise needed to complete a project such as this successfully. Our team understands the intricacies involved in a project such as this and the importance of keeping interruption of the City's operations to a minimum via proper project scheduling. Therefore, Salas O'Brien will work with the City to develop a cost-effective, tailored recommendation regarding generator sizing and purchasing.

46 Years of Experience

Included in the prior experience section are a few examples of similar system upgrades and replacement work we have performed for clients, although it cannot fully express the many different types of generator replacements, electrical and power distribution systems, emergency, standby power, and self-generation projects we have completed over our 46-year history. At Salas O'Brien, our team has worked with numerous jurisdictions, as well as utility companies for coordination and incentives, air quality management district permitting, USGBC (LEED projects), and Energy Star. Therefore, our team will have no issue assisting the City with associated permitting, environmental and California State Essential Services Buildings seismic compliance.



2. **Work Plan:** Based on our review of the RFP and associated drawings, we anticipate our scope of work would include the following:

Architectural Scope of Work Includes:

- a) Architectural review and support the placement of replacement stand-by generator.

Electrical Engineering Scope of Work Includes:

- a) (2) Two project design meetings with City to determine:
- Desired placement of new stand-by generator.
 - Desire placement of new transfer-switch.
 - Needs for temporary generator / back-up power during construction period.
- b) Analysis to determine load/demand with City and FCFA staff.
- c) Prepare engineering design for temporary back-up power during construction.
- d) Review of existing documentation and site conditions as required.
- e) Prepare preliminary design to identify location of new stand-by generator and electrical point-of-connection.
- f) Prepare construction bid documents including drawings and specifications required for public bid process.
- g) Assist staff with preparation of appropriate permits from APCD and/or City Building Department.
- h) Prepare budget cost estimation at 100% construction documentations.
- i) Prepare technical specifications on drawings.
- j) Response to plan check comments as required.

Structural Engineering Scope of Work Includes:

- a) Prepare calculations and drawings for anchorage of one stand-by generators at grade level for wind and seismic forces utilizing existing concrete pad.
- b) Response to plan check comments as required.

Submittals to Include:

- a) 95% Construction Documentations / Permit Set
- b) 100% Construction Documentations / Bidding Set

Bidding and Construction Administration Services:

- a) Bidding assistance, including RFIs for potential addendums.
- b) (1) One Pre-Bid Meeting.
- c) Construction support, including RFIs and submittal review.
- d) (1) One Pre-Construction Meeting.
- e) Preparation of Record Drawings.

Add Alternate #1:

- a) Continuous inspection of the work of construction in all stages of its progress at site.

Exclusions and Clarifications:

- a) City to provide existing site plan and building as-built drawings in AutoCAD. Creating background in AutoCAD is excluded from this proposal.
- b) City to submit permit drawings to AHJ as required. Submission of drawings for Building Department for plan review is by City.



- c) Selected contractor to fill out AQMD application and submit to Air Quality Management District (AQMD) for permitting (permit to construct and operate).
- d) It is assumed that new generator will be diesel fuel utilizing existing above ground diesel tank.
- e) No new enclosures are included for the generators (CMU walls, fences, etc) as part of this proposal.
- f) Civil engineering, geotechnical report, sound study, utility survey, commissioning are excluded from this proposal.
- g) Load metering is excluded from this proposal. It is assumed that existing electrical load connected to the generator will remain as-is; therefore, replacement generator system to match existing capacity.

3. Prior Related Experience

- a) City of Fremont: Diesel Generator Replacement for Police Department; [2020-2021].
Salas O'Brien was selected by the City of Fremont to provide electrical engineering services for the replacement of their Police Department's generator. The existing 750kW stand-by diesel generator was past its useful life. The City desired that the generator be replaced with a generator of the same type and size. The team met with the City to determine the placement of the new stand-by generator and needs for the temporary generator that would provide back-up power during construction. Design for the temporary back-power was provided as well as design for the new generator. Construction bid documents were completed for the City. In addition, our structural sub-consultant provided calculations and drawings for the anchorage of the generator at grade level for wind and seismic forces utilizing the existing concrete pad. As part of this project, we will be connecting the new generator to an existing 3,000lb above ground diesel fuel tank. Modification to existing fuel piping, pumps and diesel fuel management systems was also part of this project. This project is currently in construction.

Reference: Jimmy Chen, Public Works Facilities Manager / jichen@fremont.gov; 510.299.7523

- b) City of Thousand Oaks: Emergency Generator Replacements and Addition for Multiple Buildings; [2020 – Present].
Salas O'Brien was selected by the City of Thousand Oaks to provide engineering services for the replacement of stand-by generators at 3 City locations. Two locations, Civic Arts Plaza and the Grant Brimhall required replacement of their diesel generators while the City Teen Center was in need of a generator as it had none. This project has been broken into two phases, study and design phase. Salas O'Brien has provided a study to the City outlining recommendations for each site as well as cost estimates. Recommendations include options such as fuel type, run time, and battery storage. Following the City's decision, Salas O'Brien will proceed with the design phase. The team will be assisting throughout the project including providing bidding, construction administration, and post-construction services.

Reference: Elizabeth Perez, Facilities Manager / edperez@toaks.org; 805.449.2225

- c) County of San Bernardino: Emergency Generator Replacements for Multiple County Sites; [2019 – Present].
As part of our Master Agreement with the County, Salas O'Brien was selected to provide field verification and design for the replacement of emergency generators at eleven County locations. Scope included review of existing electrical systems based upon age, operating conditions, and a summary review of the systems and conditions. Design included coordination with SBC and manufacturers for generator requirements and new work plans for diesel generators with level 2 enclosures. Salas O'Brien coordinated civil and structural engineering sub-consultants. These sub-consultants provided analysis of the existing soil for the new generator and concrete pad, topo site plan, precise grading and drainage plan, and erosion control plan. These projects are currently ongoing.



Reference: Ernesto Gonzalez, Project Manager / ernesto.gonzalez@res.sbcounty.gov; 909.329.0165

d) Additional Recent Generator Projects:

- City of Santa Fe Springs: Fire Station #1 and Police Station Generator Replacements, Santa Fe Springs, CA
- County of San Bernardino: WVDC Backup Generators Replacement (Analysis & Design services)
- County of San Bernardino: Elephant Mountain Generator Replacement (Analysis & Design services)
- County of San Bernardino: Cajon Pass Generator Replacement (Analysis & Design services)
- City of San Bruno: Backup Generators for Pump Stations, San Bruno, CA (Analysis & Design Services)
- County of Solano: County Administration Center Back-Up Power, Fairfield, CA (Analysis & Design Services)
- Santa Clara Valley Water District: S. Campus Generator Replacement Project (Analysis & Design Services)
- City of Sacramento: Police Warehouse Standby Generator (Analysis Services)
- California Diesel & Power: Temporary Generator, Pacific Grove, CA (Analysis & Design Services)
- Allana Burick & Bers, Inc: San Mateo County Hospital Generator Replacement (Analysis Services)
- Contra Costa Electric: Dominican Oaks - Generator Additions (Analysis & Design Services)
- San Jose Evergreen Community College District: EVC, Haz Mat Permitting for Generators (Analysis & Permit Services)
- San Jose Evergreen Community College District: SJCC, Standby Emergency Generator (Analysis & Design services)

Thank you for the opportunity and we look forward to fostering a partnership and demonstrating that you can truly "expect a difference" with Salas O'Brien.

Energetically yours,



Jeffrey Gosal, PE
Principal
Salas O'Brien

Note: Fee proposal has been included separately per RFP.



2021 Fee Schedule for Five Cities Fire Auth Station 1 Generator Replacement

Client: City of Arroyo Grande

Salas O'Brien Project Number: 2102676

Staff Position

Item No. (Task No.)	Scope of Services Task Description	Jeffry Gosal, PE PIC and PM	Hugh King, PE Sr. Electrical Engineer	Jaime Cordova, Project Engineer	Joseph Gonzalez, AIA Architect	Steve Ayraud, PE, QC Engineer	Dale Hendsbee, SE Structural Engineer	Program Specialist/ Coordinator/ Drafter (CAD)	Resource Service Subtotals
		\$250.00	\$230.00	\$180.00	\$190.00	\$190.00	\$215.00	\$135.00	
(Estimated Hours Below by Task)									
1	Project Management and Coordination								
1.1	Kick of meeting and site visit (2 total meetings)	4	4						8
2	Site Investigation, Data Collection, Record Research								
2.1	Site visit, review existing conditions		4	4					8
2.1	Review existing records and data			4					4
3	Project Design - Generator Replacement								
3.2	95% PS&E's	8	16	20	4	8	16	12	84
3.3	100% PS&E's	4	16	18	4	8	12	12	74
4	Bid Phase								
4.1	1 Pre-bid meeting			4					4
4.2	RFI responses, addenda preparation		2	2					4
5	Construction Support Services								
5.1	1 Pre-Construction meeting		2	2					4
5.2	Submittal reviews		4	4					8
5.3	RFI review and responses	2	4	8			4	4	22
5.4	Assistance with CO's final walkthrough		2	4			4		10
5.5	Final as-builts		2	4					6
Total Personnel Hours:		18	56	74	8	16	36	28	236
Fees by Staff Position:		\$4,500.00	\$12,880.00	\$13,320.00	\$1,520.00	\$3,040.00	\$7,740.00	\$3,780.00	\$46,780.00
Projected Reimbursables:									\$0
Subtotal (Services + Reimbursable):									\$46,780.00
Total:									\$46,780

ATTACHMENT 1

2021 Fee Schedule for Five Cities Fire Auth Station 1 Generator Replacement

Client: City of Arroyo Grande

Salas O'Brien Project Number: 2102676

Staff Position									
Item No. (Task No.)	Scope of Services Task Description	Jeffry Gosal, PE PIC and PM	Hugh King, PE Sr. Electrical Engineer	Jaime Cordova, Project Engineer	Joseph Gonzalez, AIA Architect	Steve Ayraud, PE, QC Engineer	Dale Hendsbee, SE Structural Engineer	Program Specialist/ Coordinator/ Drafter (CAD)	Resource Service Subtotals
		\$250.00	\$230.00	\$180.00	\$190.00	\$190.00	\$215.00	\$135.00	
(Estimated Hours Below by Task)									
6	Add Alternate #1								
6.1	Continuous inspection of the work of construction in all stages of its progress at site.	8	36	36			4		84
Total Personnel Hours:		8	36	36	0	0	4	0	84
Fees by Staff Position:		\$2,000.00	\$8,280.00	\$6,480.00	\$0.00	\$0.00	\$860.00	\$0.00	\$17,620.00
								Projected Reimbursables:	\$0
								Subtotal (Services + Reimbursable):	\$17,620.00
								Total:	\$17,620



T&M CHARGE RATES*

LABOR CATEGORY	RATES 2021
Principal	\$250
Senior Architect/Sr. Vice President	\$245
Vice President/Associate Vice President/Director/Associate/ Sr. Project Manager	\$230
Architect/Professional Engineer/Telecom Engineer/Sr. Structural Engineer	\$190
Design Engineer/Project Engineer	\$180
Construction Project Manager	\$185
Design Manager/Program Manager/Drafting Manager (CADD)	\$165
Staff Engineer	\$150
Program Specialist/ Coordinator/Drafter (CAD)/Field Technician	\$135
Program/Project Assistant	\$100
Court Testimony/Deposition	\$530
Senior Consultant	\$315
Senior Telecommunications Consultant	\$310
Energy Consultant	\$210
Instruction/Seminar/Training	\$215
Moisture Surveys	Special Quote

All rates are based on office to project site with a minimum of four hours for any engagement, unless otherwise arranged. Payment terms are net 30 days.

Reimbursable Expenses

Blueprints, reproductions, travel related expenses (airfare, lodging, meals, etc.) and sub-consultants are billed at cost plus 10%.

Mileage expensed @ current IRS Standard Mileage Rate.

* Charge rates are subject to change without notice