REQUEST FOR PROPOSALS (RFP)

for

CITY OF EL CENTRO
AQUATIC CENTER
CONSTRUCTION MANAGEMENT
SERVICES

The RFP includes an overview of Construction Management services required on the City’s aquatic center project. It provides information on the site, project schedule, as well as submittal procedures and selection criteria for interested candidates.

A mandatory pre-proposal conference is scheduled for 2:00 PM on September 13, 2016 at the Economic Development conference room located at 1249 W. Main Street, El Centro, CA. Candidate submittals must be received at the Economic Development Division no later than 5:00 PM Pacific Time October 4, 2016.

The City anticipates the design to be complete and ready to bid for construction in December 2016.

Requested by:
City of El Centro
Community Services Department
Economic Development Division
1249 W. Main Street
El Centro, CA 92243
Phone: (760) 337-4543

August 2016
## Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Background</td>
<td>3</td>
</tr>
<tr>
<td>B. Project Description</td>
<td>3</td>
</tr>
<tr>
<td>C. Scope of Services</td>
<td>4</td>
</tr>
<tr>
<td>D. Project Delivery Method</td>
<td>7</td>
</tr>
<tr>
<td>E. Statement of Qualifications</td>
<td>7</td>
</tr>
<tr>
<td>F. Consultant Contract Administration (Task Order Basis)</td>
<td>7</td>
</tr>
<tr>
<td>G. RFP Content</td>
<td>7</td>
</tr>
<tr>
<td>H. Conflict of Interest</td>
<td>9</td>
</tr>
<tr>
<td>I. Selection Criteria and Schedule</td>
<td>9</td>
</tr>
<tr>
<td>J. Selection Process</td>
<td>10</td>
</tr>
<tr>
<td>K. Procedures for Submission</td>
<td>11</td>
</tr>
</tbody>
</table>

Attachment 1 – 30% Design Rendering

Attachment 2 – Sample Proposal Evaluation Form

Attachment 3 – Architect-Engineer Qualifications (SF-330)

Attachment 4 – Sample Agreement for Consulting Services
A. BACKGROUND

The City of El Centro is requesting proposals from Construction Managers, hereinafter referred to as “CM” to perform construction management services of a new outdoor aquatic facility in the City of El Centro. The firm ultimately selected will provide full construction management services as directed by the City. The primary funding for this project is being provided through revenue bonds issued by the El Centro Financing Authority, City General funds, and Community Development Block Grant funds.

Any contract emanating from this request shall be regulated according to the provisions of all Federal, State and local laws and ordinances that are applicable. The City requires evidence of insurance coverage: general liability, automobile liability, workers compensation, and professional errors and omissions. If the respondent does not have coverage in accordance with the City’s policies, then evidence must be submitted indicating that such coverage will be effective prior to entering into a contractual agreement with the City.

Per Public Contract code section 20103.6, the consultant is advised that this project includes provisions requiring the contracting firm to indemnify and hold harmless the City of El Centro against any and all liability. The requirement of this indemnification can be found in the sample contract agreement attached to this document.

The intent of this Request for Proposals is to obtain proposals from qualified construction management firms to provide services for Design Review, Estimated Costs Review, Assist in Developing the Bid Package, Manage the Bid Process, Provide Construction Recommendations, Prepare Closeout Reports, Coordinate project As-Built drawings and Operations and Maintenance Manuals.

The City anticipates the design to be complete and ready to bid for construction in December 2016.

The Request for Proposal (RFP) is available on our website (www.cityofelcentro.org) or the Economic Development Office at, 1249 W. Main Street, El Centro, CA 92243. Any Addendums to this RFP will be posted on the City’s web page. It is the responsibility of potential respondents to check the web page for any posted Addendums.

B. PROJECT DESCRIPTION

The project consists of the construction of an aquatic center at Adams Park between 4th Street and 6th Street. The project includes an eight (8) lane competition pool, a 2,025 square foot warm up pool, a 1,605 square foot activity pool, and a 5,400 square foot lazy river. Buildings at the site include a 4,350 square foot building containing locker rooms, staff offices, a snack bar, storage and a party room along with a utility building measuring 2,000 square feet which will house mechanical,
electrical and plumbing (MEP) systems. A 106 space parking lot, landscaping and pedestrian improvements are also proposed.

The project site is faced on the north by residential properties, to the west by an existing park and skate park, to the south by residential properties, and to the east by commercial and industrial lands. The site was previously improved with lawn and trees, as well as a restroom building and metal shade structures. Said structures are identified for removal.

Approval by the El Centro City Council of the contract bid and award of this project is required. The City anticipates having available approximately $9.5 million to complete the contractor construction phase of this project. Additional funding is set aside for design and construction administration costs.

The project proposes the abandonment of 5th street between Park Avenue and Adams Avenue and utilizing the area as part of the aquatic center footprint. Power pole lines along the west side of 5th will be relocated/abandoned. Relocation of utilities along 5th Street is being coordinated between the City of El Centro Engineering Division and the respective utility companies and the site is anticipated to be clear of utilities prior to start of construction. Minor coordination assistance may be provided by the CM during construction if needed.

C. SCOPE OF SERVICES

The following is a representative sample of the work scope for this project. It is not meant to be all inclusive and the actual engagement will certainly require additional duties of a similar nature to those summarized below as the need arises. In fact, responses to this RFP are strongly encouraged to suggest other tasks and duties that may be applicable and useful to the City.

The selected firm will provide construction management services that include but are not limited to those listed in this section. No subcontractors shall be utilized without prior authorization by the City.

A. PRECONSTRUCTION SERVICES

1. Design Review

   Provide a bidability/constructability review between 90 to 100% construction document review.

   Review all plans and reference materials at end of design development and provide a report with recommendations. At a minimum the report shall cover feasibility of construction methods, current availability of materials and labor and time requirements for procurement as well as identify long lead services and materials.
2. Estimated Costs Reviews

Review all estimates completed to date as well as current program and project budgets and contracts as appropriate.

3. Assist in Developing the Bid Package

Main effort for fronted documents will lay with the design team. However, the CM shall provide written recommendations to be considered for incorporation. These shall be based on past control management specifications that may have been developed through “lessons learned” from past projects.

4. Manage the Contractor Pre-Qualification Process

Take the lead in developing and instituting the complete process of Pre-Qualification of contractors interested in bidding on the project. This will include, but is not limited to, development and distribution of the pre-qualification questionnaire, responding to all requests for information, evaluation of all submittals received including reference checking, preparation a summary of all proposals along with a recommendation of each contractor's qualification status.

5. Manage the Bid Process/ Project Document Control System

Take the lead in developing and instituting the complete bid process from advertisement through City staff recommendation to Council for approval of award.

B. SERVICES DURING CONSTRUCTION

1. The City of El Centro will provide limited building inspection services and be available on a limited basis for the project. The CM shall provide additional inspection services in coordination with the City of El Centro Building Official for day to day inspections.

2. Coordinate the efforts of the architect, contractor, inspector, and City to ensure proper communications and progress of the project. Act as liaison to the City through the City’s Project Manager.

3. Provide on-site coordination to assure that the project meets the Plans and Specifications and stays on budget and schedule.

4. Review, evaluate, and furnish recommendations to the City regarding contractor's performance, construction schedule, and any other matters related to compliance with the contract.

5. Provide a daily log of events and activities when onsite to secure the City's interests and monitor work accomplished in accordance with the contract.
6. Provide a monthly update outlining project status, schedule, submittals, and change order issues. Include any pertinent photos or documents. The report should include an analysis of any potential delays and their actual relevance. The report should be suitably formatted to share with the City Manager's Office.

7. Review and furnish contract correspondence, minutes of meetings and directives to be issued to secure the interests of the City.

8. Review and make recommendations regarding payments to contractor including Change Orders, when applicable, and recommendations regarding any proposed changes. Prepare and provide cost analysis where necessary to verify change order costs generated by the Contractor are reasonable and correct in scope.

9. Attend all construction-related site meetings with the City's representatives, contractors, and other meetings between related parties as required. Maintain separate notes on such meetings.

10. Assist with providing any information to the City Departments as required.

11. Oversee the general contractor and subcontractor's scope of work to ensure the General Contractor is providing proper site supervision and coordination for the execution of the project work.

12. Upon completion of the project work, provide a punch list review and recommendation of Project Acceptance.

13. Upon completion of the project work, review all of the Contractor's final submittals to ensure their compliance with final project close-out requirements.

C. POST CONSTRUCTION SERVICES

1. Prepare a closeout report.
2. Coordinate, monitor and resolve all contract issues, warranties, bonds, etc.
3. Coordinate complete formal owner training of all systems.
4. Coordinate with contractors all the as built drawings and Operations & Maintenance manuals, etc.
5. Provide the final consolidation and compilation of the project files and documents both in hardcopy and CD.

C.1 CITY'S DUTIES AND RESPONSABILITIES

The City shall undertake the following duties and responsibilities:

1. Coordinate with the selected CM firm by way of in-house meeting, correspondence, telephone, and/or e-mail for purposes of facilitating implementation and completion of the project in a timely and acceptable fashion.

2. Pay all applicable City permit fees.
3. Review, comment on, and approve reports within a reasonable period of time.

4. The City will pay the selected Consultant in conformance with a mutually agreed upon schedule within thirty (30) days after receipt of an invoice (payment of invoices may be arranged to coincide with completion of stages of work).

5. The City will not provide dedicated work space facilities (i.e., office space). The Contractor is to provide this work space.

6. The City shall furnish all applicable Policies, Procedures, and Reference materials that represent the City’s minimum requirements.

D. PROJECT DELIVERY METHOD

The project delivery method will be design, bid, and build for each phase of the project.

E. STATEMENT OF QUALIFICATION

Each firm shall submit Standard Form 330 and complete Parts I & II as part of this RFP. SF 330 is attached as Attachment 3.

F. CONSULTANT CONTRACT ADMINISTRATION

All consultant work will be authorized on an hourly rate not to exceed for each of the tasks above.

G. RFP CONTENT

*The submittals in response to this solicitation shall not exceed 25 total pages* in length including cover letter, proposed staffing plan, previous experience, proposed approach, Levine Act Disclosure and labor rate sheet. **No appendices or elaborate brochures or other presentation material are desired.** The RFP submittal content and format should demonstrate ability to follow direction set forth in this RFP. The RFP should be organized in the following sequence:

**Cover Letter** - Describe the firm or team's interest in and commitment to the project.

**Proposed Approach** - Provide a detailed explanation of the approach you would take for completing the work described in the Scope of Services and discussing the issues, challenges and solutions you would employ during the engagement. *In particular describe what issues you foresee in your role as CM.* Please also describe your overall approach to this role and how you anticipate interacting with the entire team including the CITY project Manager, the project Designer, City Aquatic center task force, as well as the contractors.

**Proposed Staffing Plan** - Designate the Principal, Project Manager in charge of the project, and the CITY contact throughout the duration of the contract. The submittal should describe the individuals, their roles on the team, and rate schedule. Identify key staff members and a brief resume describing
similar projects on which they have been involved, availability of the staff member over the duration of the project, and a description of the benefits the person brings to the team. Indicate recent, relevant experience and references on similar projects where a similar role was performed. Proposals shall clearly establish principal team member firms and sub consultants. An organization chart should be included. Any substitution of key staff during the project will require approval from the CITY. Evaluation of this segment of the proposals will be focused on individual members as well as the depth of your proposed team.

Previous Experience – Include descriptions of similar projects (aquatic centers of comparable size and elements of the one being proposed by the City) previously performed by the staff proposed. The descriptions should include what services were performed, the date of the project, unique features of the project which would be beneficial to the CITY, and a client reference including email and phone contact information. Evaluation of this segment will be heavily weighted on your client reference remarks as solicited by the CITY.

Agreement Exclusions – Indicate in proposal any clauses, if any, in the City’s proposed Agreement, which are unacceptable to the Proposer. Federal and State requirements are non-negotiable.

Modified Scope of Services – The Proposer should specifically indicate in its proposal any recommended changes for the “Scope of Services”.

Lawsuit History – List any pending or settled lawsuits or professional liability claims in which the consultant was involved during the past ten (10) years.

Insurance – A copy of insurance certificate, or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits).

Estimated Costs – Submit with your response your hourly rate and overhead information in a separate sealed envelope clearly labeled as follows:

Sealed Fee Schedule Proposal
Company Name
City of El Centro
Construction Management Services for the City of El Centro Aquatic Center
October 4, 2016

Sealed fee schedule

1. Develop costs and fees for the services based on hourly rates. Provide a clear breakdown of these costs by Task. Task order shall closely mimic the proposed scope. Each task shall include proposed staffing effort, with corresponding hourly rates. List all professional service expenses anticipated including insurance, printing, communications, and travel. Billing rates shall include provision for normal office costs, including but not limited to office rental, utilities, insurance, equipment, normal supplies and materials, in-house reproduction services and local travel costs. Indirect costs shall be based on undisputed audited records.
H. CONFLICT OF INTEREST

The project designer and its principal subs are precluded from responding to this RFP for serving as the CM/Owner’s Representative for this project.

I. SELECTION CRITERIA AND SCHEDULE

The CITY will hold a mandatory preproposal conference at 2:00 PM on September 14, 2016 at the Economic Development Division located at 1249 Main St., El Centro to review this RFP. Explanations or clarifications desired by respondents regarding the meaning or interpretation of this RFP may be requested at this conference or in written form by contacting CITY Economic Development Division at (760) 337-4543 or emailing at scox@cityofelcentro.org. The deadline for clarification requests is 5:00 PM on September 21, 2016.

The CITY specifically requests that any questions concerning this RFP be directed to Stacy Cox only. Please do not contact other CITY staff.

Responses will be reviewed based on the following criteria:

- Proposed approach to the project.
- Previous experience with similar projects.
- Past success with managing all processes, procedures, and paperwork for similar projects.
- Qualifications of team members / Organizational chart with names and resumes.
- Satisfaction of previous clients
- Project understanding and ability to work in a collaborative environment with other consultants, the contractor(s), regulatory and oversight agencies, etc. to help solve problems and deal in a constructive manner with issues and any conflicts that may arise during the entire design, procurement, and construction processes.
- Ability to provide justification for indirect costs through an undisputed audit conducted by a Federal or State agency.
- At interview, Power Point presentation highlighting the above criteria

Final staff recommendations to the Council as to the proposed successful respondent to this solicitation will be based on rankings established by the evaluation committee.

The following SCHEDULE is targeted for consultant selection:

RFP release date: August 30, 2016

Mandatory preproposal conference 2:00 PM Pacific Time, September 13, 2016
Economic Development conference room
1249 W. Main Street, El Centro, CA 92243

Deadline to submit requests for clarifications, corrections or modifications 5:00 PM Pacific Time, September 21, 2016.
Submittals Due 5:00 PM Pacific Time, October 4, 2016

Interviews October 19th through 20th, 2016 (TENTATIVE)

Consultant Selection / Council Approval November 15, 2016 (TENTATIVE)

Notice to Proceed December 12, 2016 (TENTATIVE)

J. SELECTION PROCESS

The CM will be selected utilizing qualification based selection (Brooks Act). A summary of the City’s selection process is as follows:

1. Qualifications will be reviewed and ranked by the selection committee.

2. A short-list will be created from the proposals.

3. Interviews will be requested from the short-list firms.

4. The Evaluation Committee will rank the “top three” firms to be the most highly qualified to perform the services. City Council will approve the list and authorize the contracting officer to begin negotiations with the top-ranked firm.

5. Negotiations will begin with the top-ranked firm, if no agreement is made, negotiations will move to the next top-ranked firm, and so on.

The City of El Centro reserves the right to reject any and all proposals submitted and/or request additional information for clarification.

This RFP does not commit the City to award a contract or pay any costs associated with the preparation of a proposal. The City reserves the right to cancel, in part or in its entirety, this solicitation should this be in the best interest of the City.

Questions concerning the proposal should be sent to the City of El Centro Economic Development Division via electronic mail to scox@cityofelcentro.org.
K. PROCEDURES FOR SUBMISSION

CM firms wishing to be considered should submit background materials in accordance with “RFP CONTENT” section of this RFP, and Standard Form 330.

Responses should be submitted to:

City Of El Centro
Community Services Department
1249 W. Main Street
El Centro, CA 92243

Six copies and one original must be received at the above address no later than 5:00 PM Pacific Time October 4, 2016.

The response shall be enclosed in a sealed envelope and be plainly marked on the upper left hand corner with the name and address of the bidder and bear the following:

City of El Centro
Community Services Department
Construction Management Services for the City of El Centro Aquatic Center
October 4, 2016
5:00 PM

Submit your fee schedule including your hourly rate and overhead information in a separate sealed envelope clearly labeled as follows:

Sealed Fee Schedule Proposal
Company Name
City of El Centro
Construction Management Services for the City of El Centro Aquatic Center
October 4, 2016
ATTACHMENT 1

EL CENTRO AQUATIC CENTER PROJECT

30% Design Rendering
NAME OF COMPANY: ________________________________

<table>
<thead>
<tr>
<th>SELECTION CRITERIA</th>
<th>MAXIMUM POINTS</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Firm Experience:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Number of years in operation and employee turnover rate.</td>
<td></td>
<td>25</td>
</tr>
<tr>
<td>• Ability to provide a full range of services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Work on similar projects</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• References</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Coordination and Supervision:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Responsiveness and understanding of scope of work.</td>
<td></td>
<td>15</td>
</tr>
<tr>
<td>• Evidence and ability to provide efficient and comprehensive hands-on project management.</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>• Ability to maintain quality of work product.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Demonstrated experience of project manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Qualifications and Experience of Staff and/or Subconsultants:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Current workload and record of meeting schedules and projects.</td>
<td></td>
<td>25</td>
</tr>
<tr>
<td>• Completeness, accuracy and quality of proposal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Present qualification of principals and project team members including a clear definition of primary responsibility of each, and previous experience performing similar services.</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>• Demonstrated recent work experience with similar projects.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Teamwork:</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>• Demonstrated experience, ability and willingness to work as a team and with City staff.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Schedule and Budget Responsiveness:</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>• Demonstrated ability to complete previous projects, to meet critical deadlines, and remain within budget estimates.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
6. **Quality Control and Assurance:**
   Evidence of:
   - quality management policies
   - assurance that projects are approached with critical and comprehensive thought
   - ensure work meets professional standards

<table>
<thead>
<tr>
<th>Evidence of</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>quality management policies</td>
<td>10</td>
</tr>
<tr>
<td>assurance that projects are approached with</td>
<td></td>
</tr>
<tr>
<td>critical and comprehensive thought</td>
<td></td>
</tr>
<tr>
<td>ensure work meets professional standards</td>
<td></td>
</tr>
</tbody>
</table>

7. **Litigation**

   - Firm’s history of litigation as both plaintiff and defendant

<table>
<thead>
<tr>
<th>Evidence</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm’s history of litigation as both plaintiff</td>
<td>5</td>
</tr>
<tr>
<td>defendant</td>
<td></td>
</tr>
</tbody>
</table>

   **TOTAL VALUE** 100

**Comments:**

Name of Reviewer: ________________________________

Signature: ________________________________  Date: ________________________________
## ARCHITECT - ENGINEER QUALIFICATIONS

### PART I - CONTRACT-SPECIFIC QUALIFICATIONS

#### A. CONTRACT INFORMATION

1. **TITLE AND LOCATION** (City and State)

2. **PUBLIC NOTICE DATE**

3. **SOLICITATION OR PROJECT NUMBER**

#### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. **NAME AND TITLE**

5. **NAME OF FIRM**

6. **TELEPHONE NUMBER**

7. **FAX NUMBER**

8. **E-MAIL ADDRESS**

#### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

<table>
<thead>
<tr>
<th></th>
<th>9. <strong>FIRM NAME</strong></th>
<th>10. <strong>ADDRESS</strong></th>
<th>11. <strong>ROLE IN THIS CONTRACT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (8/2004) PAGE 1
### E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

<table>
<thead>
<tr>
<th>12. NAME</th>
<th>13. ROLE IN THIS CONTRACT</th>
<th>14. YEARS EXPERIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>15. FIRM NAME AND LOCATION (City and State)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>16. EDUCATION (DEGREE AND SPECIALIZATION)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

### 19. RELEVANT PROJECTS

<table>
<thead>
<tr>
<th>1) TITLE AND LOCATION (City and State)</th>
<th>2) YEAR COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check if project performed with current firm</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1) TITLE AND LOCATION (City and State)</th>
<th>2) YEAR COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check if project performed with current firm</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1) TITLE AND LOCATION (City and State)</th>
<th>2) YEAR COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check if project performed with current firm</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1) TITLE AND LOCATION (City and State)</th>
<th>2) YEAR COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check if project performed with current firm</td>
</tr>
</tbody>
</table>
23. PROJECT OWNER’S INFORMATION

<table>
<thead>
<tr>
<th>a. PROJECT OWNER</th>
<th>b. POINT OF CONTACT NAME</th>
<th>c. POINT OF CONTACT TELEPHONE NUMBER</th>
</tr>
</thead>
</table>

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

<table>
<thead>
<tr>
<th>a.</th>
<th>1) FIRM NAME</th>
<th>2) FIRM LOCATION (City and State)</th>
<th>3) ROLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>b.</td>
<td>1) FIRM NAME</td>
<td>2) FIRM LOCATION (City and State)</td>
<td>3) ROLE</td>
</tr>
<tr>
<td>c.</td>
<td>1) FIRM NAME</td>
<td>2) FIRM LOCATION (City and State)</td>
<td>3) ROLE</td>
</tr>
<tr>
<td>d.</td>
<td>1) FIRM NAME</td>
<td>2) FIRM LOCATION (City and State)</td>
<td>3) ROLE</td>
</tr>
<tr>
<td>e.</td>
<td>1) FIRM NAME</td>
<td>2) FIRM LOCATION (City and State)</td>
<td>3) ROLE</td>
</tr>
<tr>
<td>f.</td>
<td>1) FIRM NAME</td>
<td>2) FIRM LOCATION (City and State)</td>
<td>3) ROLE</td>
</tr>
</tbody>
</table>
### G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

<table>
<thead>
<tr>
<th>26. NAMES OF KEY PERSONNEL (From Section E, Block 12)</th>
<th>27. ROLE IN THIS CONTRACT (From Section E, Block 13)</th>
<th>28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in &quot;Example Projects Key&quot; section below before completing table. Place &quot;X&quot; under project key number for participation in same or similar role.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1 2 3 4 5 6 7 8 9 10</td>
</tr>
</tbody>
</table>

### 29. EXAMPLE PROJECTS KEY

<table>
<thead>
<tr>
<th>NO.</th>
<th>TITLE OF EXAMPLE PROJECT (FROM SECTION F)</th>
<th>NO.</th>
<th>TITLE OF EXAMPLE PROJECT (FROM SECTION F)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

STANDARD FORM 330 (6/2004) PAGE 4
H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

31. SIGNATURE

32. NAME AND TITLE

33. DATE
## ARCHITECT-ENGINEER QUALIFICATIONS

### PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

<table>
<thead>
<tr>
<th>1. Solicitation Number (if any)</th>
<th>2a. Firm (or branch office) name</th>
<th>2b. Street</th>
<th>2c. City</th>
<th>2d. State</th>
<th>2e. Zip Code</th>
<th>2f. Type</th>
<th>2g. Year Established</th>
<th>2h. DUNS Number</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>3a. Point of contact name and title</th>
<th>3b. Telephone number</th>
<th>3c. Email Address</th>
<th>3d. Former firm name(s) (if any)</th>
<th>3e. Yr. Established</th>
<th>3f. DUNS Number</th>
</tr>
</thead>
</table>

### 9. Employees by discipline

<table>
<thead>
<tr>
<th>a. Function Code</th>
<th>b. Discipline</th>
<th>c. No. of Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(1) Firm</td>
</tr>
</tbody>
</table>

### 10. Profile of firm's experience and annual average revenue for last 6 years

<table>
<thead>
<tr>
<th>a. Profile Code</th>
<th>b. Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Firm</td>
<td>(2) Branch</td>
</tr>
</tbody>
</table>

### 11. Annual average professional services revenues of firm for last 3 years

<table>
<thead>
<tr>
<th>Insert revenue index number shown at right</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Federal Work</td>
</tr>
<tr>
<td>b. Non-Federal Work</td>
</tr>
<tr>
<td>c. Total Work</td>
</tr>
</tbody>
</table>

### Professional services revenue index number

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

### 12. Authorized representative

The foregoing is a statement of facts.

<table>
<thead>
<tr>
<th>a. Signature</th>
<th>b. Date</th>
</tr>
</thead>
</table>

| c. Name and title | |
|-------------------||

Authorized for local reproduction

STANDARD FORM 330 (9/2/2004) PAGE 6
Attachment 4

SAMPLE AGREEMENT
CITY OF EL CENTRO
PROFESSIONAL SERVICE AGREEMENT FOR NON-CONSTRUCTION PROJECT

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective as of [Insert date], 2016 between the City of El Centro ("CITY"), a municipal corporation and [a sole proprietorship, partnership, limited liability partnership, corporation] ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on [Insert date] and shall remain and continue in effect until tasks described herein are completed, but in no event later than [Insert date] unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. 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.

IV. CITY MANAGEMENT

CITY’S [Insert title] shall represent CITY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. City’s Manager shall be authorized to act on CITY’s behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT’s compensation, subject to Section 5 hereof.
V. **PAYMENT**

A. The CITY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed [Insert amount] dollars ($___.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY’s written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed ten-thousand dollars ($10,000.00). Any additional work in excess of this amount shall be approved by the Governing Board.

C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. **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.

VII. 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 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 designee 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 or fails to present the CITY with a written plan for the cure of the default, 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.

VIII. 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 or copies 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, copying and/or printing computer files. CONSULTANT hereby grants to CITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION

A. Indemnity 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 legal counsel’s fees and costs, caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any CITY or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT.

B. Indemnity 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 legal counsel 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 CITY for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.
C. Duty to defend

In the event the CITY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by CITY, CONSULTANT shall have an immediate duty to defend the CITY at CONSULTANT’s cost or at CITY’s option, to reimburse CITY for its costs of defense, including reasonable attorney’s fees and costs incurred in the defense of such matters. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, or agents, CONSULTANT will be obligated to pay for CITY’s defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney’s fees, expert fees and costs of litigation.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit C attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

A. CONSULTANT is and shall at all times remain as to the CITY a wholly independent consultant and/or independent contractor. 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 the 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.
XII. **LEGAL RESPONSIBILITIES**

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

XIII. **UNDUE INFLUENCE**

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the CITY 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 has or 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.

XIV. **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.

XV. **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 subconsultants, 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 subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request (“Discovery”), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY, unless the CITY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CITY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such 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.

 Note: The following paragraph is only to be used when the CITY will be taking in a fee or deposit from an applicant and use that fund to retain the CONSULTANT to prepare an EIR, Specific Plan, or some other specific document or where the CITY is funding a similar development-type study.

C. CONSULTANT covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed by them as an officer, employee, agent, or sub-consultant. CONSULTANT further covenants that CONSULTANT has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the CITY or the study area and further covenants and agrees that CONSULTANT and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the CITY or the study area prior to the completion of the work under this AGREEMENT.

XVI. NOTICES

Any notices 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 El Centro  
1275 West Main Street  
El Centro, CA 92243  
Attention: CITY Clerk  
L. Diane Caldwell  
1275 West Main Street  
El Centro, CA 92243

To CONSULTANT:  
______________________________

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. [Insert name] may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of [Insert name] from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT’s sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide CITY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying CITY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from CITY for such insurance.
XVIII. **LICENSES**

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

XIX. **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 municipal, superior, or federal district court with jurisdiction over the CITY.

XX. **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, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, 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.

XXI. **WORK SCHEDULED/TIME OF COMPLETION**

*Note: This section is optional and should be included only when the project is particularly time-sensitive.*

CITY and CONSULTANT agree that time is of the essence in this AGREEMENT. CITY and CONSULTANT further agree that CONSULTANT's failure to perform on or at the times set forth in this AGREEMENT will damage and injure CITY, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, CITY and CONSULTANT agree that any failure to perform by CONSULTANT at or within the times set forth herein shall result in liquidated damages of $0.00 per day for each and every day such performance is late or delayed. CITY and CONSULTANT agree that such sum is reasonable and fair. Furthermore, CITY and CONSULTANT agree that this AGREEMENT is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.
XXII. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of CITY’s Request for Proposal, Exhibit " " hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "E" hereto. 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. The incorporation of the CONSULTANT’s proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or CITY, unless expressly agreed to in writing.

XXIII. 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.

CONSULTANT

By:___________________
(Signature)

____________________
(Typed Name)

____________________
(Title)

City of El Centro
A Municipal Corporation

___________________________
Ruben A. Duran, City Manager

ATTEST:

_________________________
L. Diane Caldwell, City Clerk
APPROVED AS TO FORM:
CITY Attorney

By: ______________________
   Elizabeth L. Martyn

Attachments:
Exhibit A   Tasks To Be Performed
Exhibit B   Payment Schedule
Exhibit C   Insurance Requirements
Exhibit D   Request for Proposal
Exhibit E   Consultant’s Proposal
EXHIBIT A

TASKS TO BE PERFORMED
EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT’s indemnification of CITY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

Note: Verify minimum limit for each coverage with Risk Manager.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

Note: May need to delete workers’ compensation and employer’s liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.

Workers’ compensation insurance. CONSULTANT shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least $1,000,000).

CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.
Note: If the required limits for general liability, auto and employer’s liability are $1 million or less, the following paragraph may be omitted.

**Umbrella or excess liability insurance.** [Optional depending on limits required]. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

**Other provisions or requirements**

**Proof of insurance.** CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY’s own insurance or self-insurance shall be called upon to protect it as a named insured.

**CITY’s rights of enforcement.** In the event any policy of insurance required under this AGREEMENT does not comply with these specifications 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. In the alternative, CITY may cancel this AGREEMENT.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the City’s Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. 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 all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

**Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** 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.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** CONSULTANT agrees to ensure that its subconsultants, 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 and endorsements 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 consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

**CITY’s right to revise specifications.** 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 and CONSULTANT may renegotiate CONSULTANT’s compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

**Timely notice of claims.** CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT’s performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.
EXHIBIT D

REQUEST FOR PROPOSAL