

REQUEST FOR STATEMENT OF QUALIFICATIONS

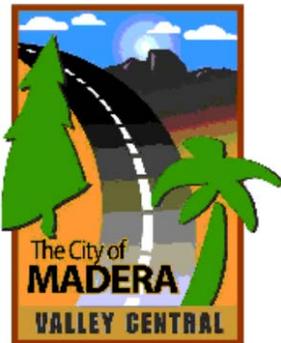
**City of Madera
Design Services for Fire Station**

Issue Date: May 5, 2017

Statements of Qualifications (5 copies) must be received at the Purchasing-Central Supply Office **on or before 3:00 p.m., Tuesday, June 6, 2017.** Late submittals may be returned unopened.

Mail Proposals to: Rosa Hernandez
Procurement Services Manager
1030 S. Gateway Drive
Madera, CA 93637

Mark Envelope: STATEMENT OF QUALIFICATIONS
Design Services for Fire Station



REQUEST FOR QUALIFICATIONS

DESIGN SERVICES FOR FIRE STATION

RFQ 201617-01

May 5, 2017

INTRODUCTION

The City of Madera is seeking Statements of Qualifications (SOQ) from interested architectural/engineering design firms to prepare the plans, specifications, estimates and general construction documents for a new fire station in the northwest portion of the City. The firm or firms ultimately selected by the City will also prepare site and utility improvement drawings and will assist the City with construction administration and inspection services during construction.

BACKGROUND

The Madera City Fire Department is administered by Cal Fire pursuant to a cooperative fire protection agreement. Policy direction remains with the Madera City Council, though all permanent Fire Department staff are Cal Fire employees. The City of Madera owns all fixed assets associated with Fire Department operations, including the new fire station that is the subject of this Request for Qualifications. The Madera-Mariposa-Merced Cal Fire Unit Chief serves as the Fire Chief of the Madera City Fire Department. The Unit Chief also heads the Madera County Fire Department, where Cal Fire serves the unincorporated area of the County under a separate cooperative agreement.

PRELIMINARY PROJECT DESCRIPTION

Cal Fire has recently been engaged in fire station planning in the unincorporated area of Madera County. Based on this work, Fire Department command staff have preliminarily identified project features and design elements which the City would like to see incorporated into its new fire station. This information is based primarily on the Madera Fire Station Space Needs Outline (June, 2016), a copy of which is attached (see Attachment A). The firm selected by the City will utilize their expertise to confirm project scope and design, and to add or modify these features as appropriate. The City anticipates that the fire station will incorporate the following elements:

- The new station is anticipated to be approximately 9,800 square feet and will consist of three (3) apparatus bays that are 55' deep.

- Support areas will include: Hose storage alcove, shop, response alcove, clean up, janitor storage, communications equipment room, electrical room, mechanical room, yard storage closet, turnout room to support washer extractor and 24 turnout lockers, medical supply storage and SCBA area.
- The new station will require six (6) individual dorms with three (3) firefighter restrooms.
- An open floor plan layout of the kitchen, dining, dayroom area is desired to accommodate a shift of eight (8) firefighters.
- An exercise room shall be provided that accommodates such equipment as two (2) aerobic machines (two treadmills or other devices), dumbbell rack, weight bench and weight rack, and a multipurpose weight machine; this room should also have direct access to the outside.
- A station office with sufficient space to house four (4) computer work stations with one (1) printer, storage for files and office supplies with an additional separate office for the Captain.
- The station shall include an accessible restroom and a separate treatment room off of the lobby.
- The station should have secured parking, an emergency generator and an above ground fuel tank.
- The station is to be designed to meet all essential services requirements.

PROJECT SITE

The City has identified a target area for the new fire station and is currently in the preliminary stages of evaluating one or more specific sites before making an offer to acquire. The City expects to confirm the specific location of the fire station no later than the time a notice to proceed is issued to the firm which is selected to perform architectural services for the project.

ATTACHMENTS:

Madera Fire Station Standard Space Needs Outline (Attachment A)
Liability Insurance Requirements (Attachment B)
City's Standard Consultant Agreement (Attachment C)

STATEMENT OF QUALIFICATIONS REQUIREMENTS

I. Statement Outline

To be considered responsive to this request for Statement of Qualifications (SOQ), your submittal shall specifically include the following SOQ Outline:

- A. Cover letter signed by a duly authorized person.
- B. Overview of the firm and proposed sub-consultants (if any).
- C. Summary description of fire station or very similar projects designed by the firm's current staff and sub-consultants completed in the last five (5) years.
- D. Resumes for the project manager and key staff including education, relevant past project experience, and description of their assignment on this project.
- E. Work Plan listing the proposed tasks along with a brief description of the tasks.
- F. Milestone Project Schedule for design and construction.
- G. Listing of client references.

II. Statement of Qualifications Submittal

Five (5) copies of the sealed proposals should be submitted no later than 3:00 p.m. on June 6, 2017 to:

Rosa Hernandez
Procurement Services Manager
1030 South Gateway Drive
Madera, CA 93637

III. Other Requirements

- A. A copy of the City's standard Agreement for Consulting Services is attached for information purposes only. The contract will include insurance requirements as indicated in Attachment B.
- B. Consultant/firm shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408.

IV. Scope of Services

- A. Programming, Conceptual Plan, and Schematic Design Plans

1. Prepare Preliminary Site Assessment report.
2. Define project scope.
3. Prepare design scenarios and site improvement options.
4. Prepare illustrative plans and other graphics for presentation- character sketches, detail plans and sections, rendered perspectives.
5. Prepare preliminary cost estimates for building and site.
6. Present formal plan presentations to community if needed.

B. Contract Document Services – 30%, 60%, 90% and 100% Plans

1. Prepare detailed construction plans and drawings based on approved project design.
2. Prepare written technical specifications for construction of the approved project and site design.
3. Submit plans to the Building Department for Permit.
4. Prepare contract bid documents, bid schedule with bid alternates, special provisions and technical specifications.
5. Prepare detailed cost estimates for each design phase.

C. Bid and Construction Administration

1. Respond to pre-bid questions, clarifications and preparation of addenda.
2. Review all material submittals from the contractor for compliance with the construction specifications.
3. Perform construction administration services by attending regularly scheduled site visits, observing construction and responding to requests for information from the contractor according to the firm's construction documents.
4. Review of change order requests for approval.
5. Review all progress payment requests for approval.
6. Perform a punch list at the completion of construction.
7. Provide record documents and as-built plans at closeout.

V. Selection Process

The City reserves the right to make the selection of a consultant based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the consultant to perform the

services set forth herein. It is the intent of this solicitation to select a qualified consultant who will provide the City quality professional consulting services at the best value, in a timely fashion, and to complete the proposed project. The City will conduct an evaluation of all Statements of Qualifications submitted by respondents. The panel's criteria in its evaluation of the SOQ's includes (not necessarily in this order): experience with related projects, educational background related to discipline, quality of past experience with related projects, educational background related to discipline, quality of past performance on similar projects, adequate staffing to perform work, and references.

The selection committee will use the following criteria to evaluate the SOQ's:

Fire Station/Similar projects experience	30 points
Related experience of personnel	20 points
Work Plan	30 points
Schedule	10 points
References	10 points

From the SOQ's submitted, a selection panel may select the firm best able to meet the needs of this project, or may create a "short list" of several firms to meet with a panel to discuss the project and the firm's qualifications. The consultant deemed most qualified by the selection panel will be required to prepare a detailed scope of services and a milestone schedule bar chart for the project.

VI. Fee Determination

The final compensation amount for architectural/engineering design will be negotiated with the selected consultant. The selected consultant and the City shall mutually develop the final scope of services to be provided prior to consultant preparing the final detailed compensation proposal. In the event negotiations fail with this firm, the City will terminate the negotiations and commence negotiations with the next ranked firm. This process shall continue until an agreement is reached on a fair and equitable fee. This solicitation for SOQs does not commit the City to enter into a contract or to pay any costs incurred in the preparation of the SOQ. The City reserves the right to accept or

reject any SOQs and to negotiate with any qualified consultant, or to cancel in part or in its entirety this solicitation for SOQs.

VII. Project Information

All requests for information and questions regarding this project shall be in writing via email or fax. There are to be NO phone calls to the City for additional information or clarification. Any calls or deviation from the specifications in this RFQ shall be proper reason for rejection of an SOQ. Should there be any questions or requests for additional information, send your request to Rosa Hernandez, rhernandez@cityofmadera.com or fax (559) 661-0760. The City shall respond to questions or requests for information that the City deems necessary for the preparation of the Consultant's SOQ. Response to requests shall be posted on the Purchasing page of the City's website, www.cityofmadera.ca.gov. It is the responsibility of the Consultant to monitor this webpage for updates prior to submittal of the Consultant's SOQ.

**Madera Fire Station Standard
SPACE NEEDS OUTLINE
June 15, 2016**

Two Company Station Description:	Company Personnel			
Space allocation is sized for a two-company station. An occupancy of a 6-person crew per shift is anticipated.	Ladder Truck	Engine	Other Appar.	BC
6 Staff Positions	3	3	--	1

FINISH LEGEND

A. Simple Finishes

B. Standard Office Type Finishes

C. Intense Finish Systems

	Type of Space	Space Attributes	Area			Finish Type
SITE OPERATIONS						
1.0	Fire Department Parking	Separate and secure from public access Gate Operator (No hydraulic). Keypad and proximity card reader controlled. Concrete paving to match Rear Apron material and thickness Exterior lighting to be on a geosynchronous time clock 14 firefighter parking spaces				
	Visitor and Public Parking	Visitor Parking based on Community Room plus one regular space and one ADA or whatever is required				
	Rear Apron and Yard	Enclosed by secure fencing, decorative based on site location. Concrete paving.				
	Vehicle Washing Area	In App Bays				
	Fire Fighter Patio	BBQ with gas shutoff. Visually screened/protected/privacy from public and covered for shade. Adjacent to kitchen/dining room. Provide trellis or shade structure. Exterior door chime from station front door.				
	Emergency Generator	Diesel Generator: provide power for entire facility including HVAC Interconnect with direct pipe to fuel tank. Full time storage of 72 hours or what duration of fuel Generator system Include separate conduit for communications cable to comm room. Protected in secure compound in close proximity to fuel tank.				
	Fire Department Fuel Refill	Above ground fuel storage: 1,000 gallons diesel. Locate adjacent to generator on driver's side of truck w/ bollards 5' from fuel. Provide a separate containment curb only if fuel tank is above 1300 gallons. Include separate conduit for communications cable to comm room. Pipe to always maintain a minimum of 72 hours of fuel for the generator. Above ground 25 gallon fuel tank for premixed fuel adjacent to diesel.				
	Antenna	Radio antenna/tower TBD				

	Type of Space	Space Attributes	Area			Finish Type
	Hose Tower	30' High hose tower near hose layout space. Locate for hose layout out of drive aisle. Center on hose layout area. Coordinate with Comm. Dept. for additional conduit to top of hose tower.				
	Trash and Recycling	Enclosure in secure area, place for front loading truck access with no doors.				
	Front Apron	40' front apron measured from back of sidewalk				
	Signal Control	Conduit stubbed from Comm. room to street for possible signal control, 2" min dia.				
	Building Access	Proximity Cards @ exterior-perimeter doors would be ideal				

GENERAL						
		Provide adequate space to serve all mechanical units in attic - 3' on all sides, typical. Provide attic access panels to all attic spaces. Fire sprinkler shut off valve is to be located in accesible location from hallway.				

	Type of Space	Space Attributes	Area			Finish Type
	APPARATUS BAYS / APPARATUS BAY SUPPORT AREA		Program			
2.0	Apparatus Bay (1) Engine (1) Reserve Engine (1) Truck	Three (3) drive-through App. Bays Maps (2) one for response area, one for entire county Drive-through priority Slope floor to drain (trench drains) in each bay Control joints at drains and at 10' intervals Whole House Evacuation Fan 220 Power near Shop Gang control door operators Red/Green light overhead door status indicator Electrical drops at each bay- with dedicated 20 amp circuit at 4 locations Gas fire unit radiant heaters on a timer and with a thermostat (shield as required from other items) Hose bibs - 1 1/2" bib at back wall at rear apron Two (2) high access drops for wireless access points over the engines Phone and data outlets Six (6) 2" conduits across Apparatus Bay for data - overhead is preferred. Conduits are to be concealed. Air drops (4)	3,300		3 @ 20' x 55'	A
2A	Hose Storage Alcove	Adjacent to and set off of Apparatus Bay so as not to project out into apparatus clear area, similar to Clovis, 3" hoses (1) 6 foot rolling hose storage racks provided and installed by owner	30		3' x 10'	A
2B	Shop	Built-in workbench with galvanized top Similar to Clovis Shop Bench vise and hard wired grinder, chain saw, tools, etc. Flammable Liquids Cabinet - with legs to raise above ground Upper cabinet storage with under cabinet light (3) duplex outlets min. above bench and (2) duplex outlets min. below (1) 220 volt outlet Phone and data outlets	140		10' x 14'	A
2C	Wash Sink Alcove	Small hand wash sink at entry to office/living areas	18		3' x 6'	A
2D	Restroom-App Bay	At App Bay	40		5' x 8'	C
2E	Ice Machine	Alcove off App Bay	12		3' x 4'	A
3.0	Response Alcove	Along path to Apparatus Bay from office and living area Battery charging, radios and cell phones. Power strip with 16 plugs minimum above casework, (2) fourplex outlets within casework below Radio Base Station (4) Phone and data outlets Built-in casework	15		2'-6" x 6'	A
4.0	Clean Up	Direct access from the App. Bays Freestanding 5' wide stainless steel sink with drain board and faucet with sprayer and foot pedal Open shower stall Biohazard storage area Drying rack, hanger type	64		8' x 8'	A

	Type of Space	Space Attributes	Area		Finish Type
5.0	Janitor Storage (at App Bay)	Mop sink - 36"x36", Floor Sink Located at App Bay Mop rack above sink Shelving for cleaning supplies - 14" min clear height at shelves	64		8' x 8' A
6.0	Communication Equipment Room	<i>TBD by IT</i> Separate AC split system Wall space for backboards for phone system - 3/4" ACX plywood face out on all walls 8' high with no encroachments Two (2) "2-Post" equipment racks perpendicular from the wall and open on 3 sides One (1) "4-Post" racks perpendicular from the opposite wall One (1) location for future "4-Post" racks perpendicular from the opposite wall Two (2) 4" data conduits to enter in one corner of the room near the racks Two (2) 2" cable conduits to enter in the opposite corner near the backboards Verify conduit placement with Comm. Dept. prior to installation. Door with a key lock unique from station doors T-Bar ceiling - 10' High Antenna attachment at roof through a 3" weatherhead with stabilizers	80		8' x 10' A
7.0	Mechanical Room	HVAC Equipment Water Heater Combination Door Lock - Nonpowered	120		12' x 10' A
8.0	Yard Storage	Mower and yard tool storage	64		8' x 8' A
9.0	Compressor	Compressor Closet Room	15		3' x 5' A
10.0	Turnout Room- Firefight PPE Storage-Clean Up	(21) turnout storage lockers (+3 future) for 24 total assigned personnel -"Geargrid" with doors and shelf on top for wildland gear Extractor but also washer and dryer Washer/extractor with trench drain for water dump Floor drain Phone and data outlets	448		16' x 28' A
11.0	Medical Supply Storage Alcove	6 Foot High Lockable Full Height Cabinet in hall to App Bay	18		3' x 6' A
11A	SCBA/SCBA Storage	SCBA Modular Racks (3) to hold 12 bottles each, for easy loading on to pickup truck, 36 bottles	132		11' x 12' A
Apparatus Bays / Apparatus Bay Support Area Subtotal:			4,560		

	Type of Space	Space Attributes	Area	Finish Type	
FIREFIGHTER LIVING AREA			Program		
12.0	Kitchen	Large island w/ sink, w/ split levels, bar stools on one side. Open concept kitchen-dining One (1) large refrigerator per shift Dry goods in lockers for each shift (3) Gas cook top with 24" griddle, (4) burners and two dual ovens Two (2) dishwashers -- commercial quality Built in microwave Solid surface quartz type countertops Operable window One (1) wireless station in hallway outside of kitchen Large 2-compartment sink integral to counter with garbage disposal. Sink size is 15"x15"x8" deep at each compartment. Trash and recycling cans out in open Floor Drains under main and island sinks 14" deep upper cabinets	308	14' x 22'	C
13.0	Dining Area	Table and seating for 8 but able to squeeze 12 people Wall board for posting bulletins/ white board Open to Kitchen and Adjacent to Day Room Phone and data outlets Access to patio through door with push button lock. Provide 180 degree door swing with latch in open position	220	11' x 20'	B
14.0	Squad Room Dayroom	Open to Dining - 7 recliners OK Wired for surround sound speakers Cabinet with shelf for AV equipment Phone and data outlets TV/ VCR/Speakers (by Association), provide blocking and power/data wall mounted outlet unit for flat screen TV	320	16' x 20'	B
15.0	Laundry/Utility Room	Storage for living quarter cleaning supplies Storage for brooms, vacuum, etc. Washer and Dryer Mop sink (with mop hooks above)	100	10' x 10'	C
16.0	Exercise Room	Universal machine with 4 stations - OPOI Power for Treadmill and cycle Mat floor area Free weight tree - OPOI Dumbbells - OPOI Bench - (2) - OPOI TV wall mount bracket TV - OPOI Operable windows Phone and data outlets Ceiling Fan	400	20' x 20'	B
Firefighter Living Area Subtotal:			1,348		

	Type of Space	Space Attributes	Program	Area	Finish Type
ADMINISTRATION AND RECEPTION AREA			Program		
19.0	Station Office FF Work Area	Adjacent to Reception Area fixed glass window to view into Lobby, 4 workstations Lateral file storage cabinets (2 drawers for each shift) Built in Casework with drawers per Fire Department direction Area for freestanding copier / FAX / printer One (1) wireless station in hallway outside of station office Tackable wall surface between the counter and upper cabinets (2) Phone outlets, (12) data outlets Release button for Lobby front doors - Verify location with Fire Department 4' wide full height shelving for station library & Haz Mat library	252	14' x 18'	B
19.0A	Mail Alcove	Within/adjacent to Station Office	15	2'-6" x 6'	B
20.0	Captain's Office	Adjacent to Station Office- One office with 2 workstations	264	12' x 22'	B
21.0	Reception Area / Lobby	Reception counter with pass-thru window Cabinet for Visitor Supplies (coloring books, brochures) Keypad at entry door off lobby to enter station Door bell and intercom to station office adjacent to front door and button to release entry door Drinking Fountain Combination door lock to station hallway (non-powered) Phone and Data outlets 911 Phone at Exterior near Front Doors - City to provide phone, contractor to provide conduit and wire.	96	8' x 12'	B
22.0	Public Restroom	Accessible Men's and Women's Restrooms Accessible grab bars and toilet accessories One lavatory + two toilets Adjacent to Reception Area and Community Room	128	2 @ 8' x 8'	C
23.0	Treatment Room	Sink with Cabinets Treatment Table and Guest Chairs	80	8' x 10'	B
Administration and Reception Area Subtotal:			835		
BATTALION CHIEF QUARTERS			Program		
24.0	BC Quarters	Office Living/Bunk Toilet-Shower	168 192 84	12' x 14' 12' x 16' 12' x 7'	B B C
Battalion Chief Quarters Subtotal			444		

	Type of Space	Space Attributes	Area			Finish Type

CONCEPTUAL SPACE NEEDS SUMMARY:

BUILDING TOTAL:			
	Apparatus Bays/Appartus Support Area Subtotal	4,560	SF
	Firefighter Living Area Subtotal	1,348	SF
	Firefighter Quarters Area Subtotal	1,008	SF
	Fire Station Office & Reception Area Subtotal	835	SF
	Battalion Chief Quarters Area Subtotal	444	SF
	Building Subtotal	8,195	SF
	Structure and Circulation (20%)	1,639	SF
	FACILITY GRAND TOTAL	9,834	SF

Insurance Requirements for Contractors

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor 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. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

Contractor 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 Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, 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 the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the

term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications 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 Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation

Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The 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 the City's Risk Manager.

Timely Notice of Claims

Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

AGREEMENT WITH “_____” PROFESSIONAL ENGINEERING DESIGN SERVICES FOR “Construction of Fire Station”

This Agreement made and entered into this _____ day of _____, 2017 between the City of Madera, a municipal corporation of the State of California, hereinafter called “CITY”, and “_____”, located in _____, CA, hereinafter called “CONSULTANT”.

WITNESSETH

WHEREAS, CITY plans to **construct a fire station** of **INSERT PROJECT LOCATION** in the City of Madera, California, hereinafter called “Project(s)”; and

WHEREAS, CITY needs professional project development and engineering design services for the **Fire Station**; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional project development and design services and is knowledgeable of Federal, State, and City standard policies and regulatory requirements; and

WHEREAS, CITY desires to hire CONSULTANT for such professional project development and design services.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF CONSULTANT:

CITY hereby hires CONSULTANT to provide professional project development and design services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK:

CONSULTANT shall provide the professional services as set forth in **the Request for Qualifications, 201617-01**, attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. CONSULTANT shall prepare brief minutes of such meetings and submit them to CITY for review and approval.

4. CITY'S OBLIGATIONS:

The CITY shall provide the consultant with the following:

- a. Provide a Project Manager to work with CONSULTANT;
- b. Review all submittals timely;
- c. Pay all fees for permits;

5. COMPENSATION:

The basic fee is based on the estimated hours of work listed in **EXHIBIT A, "Project Work Plan Tasks & Deliverable Schedule"**, attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Services is \$_____.

City and Consultant agree on the rates shown in **EXHIBIT B "Budget"**. It is understood and agreed by both parties that all expenses incidental to Consultant's performance of services, including travel expenses, are included in the basic fee shown in **EXHIBIT B**.

6. PAYMENT:

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT 'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall

accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. EXTRA SERVICES:

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Services or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of _____ dollars (\$_____).

8. AUDITS AND INSPECTIONS ACCESS:

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. CONSULTANT shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

9. LIABILITY INSURANCE:

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

a. Minimum Scope of Insurance

Consultant shall maintain limits no less than:

- i. \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including

without limitation, blanket contractual liability. **Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.**

- ii. \$1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of 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. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- iii. **Worker's Compensation** as required by the State of California and \$1,000,000 **Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- iv. \$1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. 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 years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid

b. Maintenance 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, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

c. Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, 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 the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

d. Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

e. Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the 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 the City and shall require similar written

express waivers and insurance clauses from each of its sub-consultants or subcontractors.

f. Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

g. Specifications 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 Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

h. Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

i. Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The 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 the City's Risk Manager.

j. Timely Notice of Claims

Consultant shall give the 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.

k. Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

10. OWNERSHIP OF DOCUMENTS:

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the City whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the City. In the event the City reuses such instruments of service, CONSULTANT shall be released and held harmless by the City from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

11. TIME OF COMPLETION:

- a. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in **EXHIBIT A, Project Work Plan Tasks & Deliverable Schedule:**
- b. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.
- c. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 13.
- d. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on an agreed upon date for each individual project, unless extended by mutual agreement.

12. TERMINATION OF AGREEMENT:

- a. This agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, CONSULTANT shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by the CITY representative to wind up the work performed to date of termination.
- b. CITY may immediately suspend or terminate this Agreement in whole or in part by written notice where, in the determination of CITY, there is:
 - i. An illegal use of funds by CONSULTANT;

- ii. A failure by CONSULTANT to comply with any material term of this Agreement;
- iii. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.
- iv. In no event shall any payment by CITY or acceptance by CONSULTANT constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. CITY shall have the right to demand of CONSULTANT the repayment to CITY of any funds disbursed to CONSULTANT under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

13. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

14. HOLD HARMLESS:

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 Agency and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants) are responsible for such damages,

liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the Agency in the performance of professional services under this agreement. Consultant shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others.

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 Agency, 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's 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 Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

15. DISADVANTAGED BUSINESS ENTERPRISE (DBE):

Caltrans Local Assistance Procedures Manual ("Caltrans Manual") Exhibits 10-01 and 10-02 are incorporated and made part of this AGREEMENT, by attachment. Wherever Exhibits 10-01 or 10-02 refers to "Contractor" or "Contract", it shall also mean ENGINEER and AGREEMENT, respectively. Also, "Agency" refers to CITY.

CITY has determined that for design of this project, there will be _____ for DBE's.

During the period of this AGREEMENT, ENGINEER shall maintain records of all applicable subcontracts advertised and entered into germane to this AGREEMENT, documenting the opportunity given to DBE's to participate in this AGREEMENT, actual DBE participation, and records of materials to be purchased from DBE suppliers. Such documentation shall show the name, business address, and DBE certification number of each DBE sub-consultant or vendor.

Even if there is no DBE participation to report, ENGINEER shall submit a completed Caltrans Manual Exhibit 10-01 to the CITY before _____, 2017, the date scheduled for City Council award of agreement. Upon completion of the AGREEMENT, ENGINEER shall complete Caltrans Manual Exhibit 10-02 Consultant Contract DBE Commitment form, certified correct by ENGINEER, and submit it to the City.

16. RESPONSIBILITY FOR OTHERS:

CONSULTANT shall be responsible to CITY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

17. PROFESSIONAL RESPONSIBILITY:

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

18. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

19. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized

representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

20. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

21. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

22. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the

Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

23. AMENDMENTS:

Any changes to this Agreement requested either by CITY or CONSULTANT may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

24. COMPLIANCE WITH LAWS AND WAGE RATES:

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

25. CONSULTANT 'S LEGAL AUTHORITY:

Each individual executing or attesting this Agreement on behalf of CONSULTANT hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

26. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu of personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA

Engineering Division

205 W. 4th Street

Madera, CA 93637

CONSULTANT

27. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

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

* * * * *

CITY OF MADERA

CONSULTING FIRM

By: _____
Andrew J. Medellin, Mayor

By: _____

Vice President

Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

ATTACHMENTS

EXHIBIT A

Project Work Plan Tasks & Deliverable Schedule

EXHIBIT B

BUDGET