

**CITY OF SANTA MONICA, CALIFORNIA**

**FEBRUARY 7, 2012**

**REQUEST FOR QUALIFICATIONS (RFQ)**

**FOR**

**ARCHITECTURAL DESIGN SERVICES**

**FOR THE FIRE STATION #1**

**SPECIAL PROVISIONS NUMBER 2235**

**QUALIFICATIONS TO BE RECEIVED UNTIL 5:30 P.M.**

**ON TUESDAY, MARCH 6, 2012**

Location: City of Santa Monica  
Architectural Services Division  
1437 4<sup>th</sup> Street, Suite 300  
Santa Monica, CA 90401  
Attention: Alex Parry

**Approved for Advertising:**



**Martin Pastucha, Director of Public Works**

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## **I. GENERAL**

### **A. Invitation**

The City of Santa Monica is soliciting qualifications from qualified firms to provide architectural and engineering design services for a "State of the Art," 25,000 square foot, multi-story Fire Station with subterranean parking for 50 cars (based on final site selection). The proposed building site is TBD Santa Monica, California. Consultants interested in participating in the selection process should submit their qualifications as described herein.

### **B. Project Background**

In 2008, the City of Santa Monica executed a study comparing the feasibility of upgrading the existing Fire Station #1 and building a new Fire Station #1. The study looked at developing a facility that meets current requirements for operating a Fire Station in an urban setting including meeting all current structural, ADA, and mechanical, electrical and plumbing codes; providing a facility for male and female staff needs; and allowing for modernization of technological systems and planning for an estimated 50 year building life span. This study concluded that upgrading the existing facility could not meet all these requirements and that a new Fire Station should be constructed.

The City is in the process of finalizing the selection of the site for the new facility. The site will likely be 150' (W) x 150' (D) in the Downtown region of Santa Monica. Final site selection will be completed by the Contract execution with the design consultant selected as a result of this RFQ.

The conceptual program for the new facility is a multi-level, 25,000 square foot above grade structure with parking for 50 vehicles. The ground level houses 4-6 pull through apparatus bays, Reception desk, storage and mechanical rooms, a turn out locker area, as well as administrative and dormitory areas for both the Chief and two captains. The upper level(s) support various dormitory functions for the staff such as sleeping quarters, kitchens/dining room, restrooms/lockers, as well as a training/class room, physical fitness room and miscellaneous administrative office areas. Parking may be subterranean, or surface, depending upon the site that is selected.

### **C. Objectives**

The City is seeking qualifications from design professionals with a proven track record in community based design and innovative building solutions. The City will consider applications from architects that can demonstrate a portfolio of compelling aesthetics, efficient space utilization, and economical construction. Experience in Fire Station design, participation in community workshops, and working with public boards and commissions is required.

The design must comply with all current applicable codes and standards, including but not limited to Essential Facility standards, ADA, Title 24, and adherence to the City's Sustainable Building Guidelines. A minimum LEED Silver rating is desired.

The Services provided by the Consultant shall be conducted in a manner consistent with the highest level of care and skill ordinarily exercised by members of the consultant's profession currently practicing in the same locality under similar conditions.

## **II. SCOPE OF SERVICES**

### **A. Information Provided by the City**

1. Geotechnical Report
2. Site Survey
3. Phase I and II soils report and remediation (if required)

### **B. Design Services**

It is expected that the project may require the following design services:

1. Programming Assistance:
  - Use Fire Department/Staff meetings to refine the purpose, function and scope of services to be provided in the building. Based upon that input, describe the physical requirements, ambiance and aesthetic character of the building as reflected by staff concerns and good functional service with City and Fire Department staff.
  - Establish and define the specific areas needed in the building, their purposes, size requirements, service capabilities, capacities for apparatus, staff needs, and functional relationships.
  - Assess electronic and technological building needs and requirements to meet developing information services and provide infrastructure capabilities for both current and future technology.
  - The applicant may, at their expense, engage the services of a Fire Station Consultant to provide the scope of work described above.
2. Architectural and Interior Design Services, including collaboration with an artist for the public art component.
3. Civil and Structural Engineering Services.
4. Mechanical, Plumbing, and Fire Protection Engineering.
5. Electrical Engineering Services, including lighting design, low voltage controls, communication, data, audio, and security systems.
6. Furniture Selection and signage.
7. Construction Observation and Administration Services.
8. Project Closeout Services.

### **C. Deliverables**

Deliverables may include, but are not limited to:

1. Conceptual exhibits and documentation for community and public agency meetings.
2. Design review by the City at the end of Schematic and Design Development Phases.
3. Construction Documentation drawings from all disciplines, with review submittals at 50% and 90% completion.
4. Specifications in CSI format; provide to the City for review at schematic outline, design development, and final for bidding phases.
5. Provide estimate of probable costs at the end of Design Development, 50% and 90% Construction Document Phases and present estimate to the City.
6. Provide agency coordination, including any required graphic exhibits, to attain approvals and assist in obtaining permits required for the execution of the work.

#### D. Required Meetings

Consultants are expected to participate in public meetings and engage the project stakeholders.

1. City Council, two meetings
2. Architectural Review Board, as required (one meeting minimum)
3. Planning Commission, as required (one meeting minimum)
4. Staff meetings, including Fire Department staff, bi-weekly through concept and design development phases.
5. Construction meetings, weekly through duration

This list is not meant to be exhaustive or exclusive, but to describe the minimum anticipated services required for a project of this type.

### III. PROPOSAL REQUIREMENTS

The City has established requirements for proposals in compliance with the Sustainable City Program, to promote waste reduction and resource conservation. Submittal should not contain plastic bindings, plastic pages, or laminated pages. Double-sided proposals are preferred. Copies should be printed on recycled and/or tree-free paper. Please avoid superfluous use of paper (such as separate title sheets or chapter dividers and unnecessary attachments or documents not specifically requested).

For consideration, please submit five (5) paper copies and one electronic copy of the proposal containing the following elements:

#### A. A description of qualifications including details on:

1. Previous projects of this type (include color copies of built examples of exemplary projects). Previous project history must include the design team members' specific role in the project, the date of the project, photos of all referenced projects, history of project change orders (if any), and a client reference list with contact names and telephone numbers.
2. The approach to and expertise in similar types of facilities.

#### B. A narrative which indicates the management structure of the prime consultant, the tenure of management, and ownership of the firm.

#### C. The resumes of professional personnel that will be working on this project. The manager or professional who will be responsible for planning, coordinating and conducting the majority of the work must be identified and committed to managing the project. The City must approve changes in key personnel subsequent to award of contract.

#### D. Client reference list which indicates clients on projects similar to this project. Provide name of client contact, position and contact number.

#### E. A list of subconsultants, if any, proposed to assist the prime consultant. This list shall also include the subconsultants' qualifications pertinent to this project.

#### F. Scope of work for the proposal as well as the level of involvement and interaction with City staff anticipated.

- G. Submit hourly rate sheets for the prime and all sub consultants proposing on the project. The proposal must contain a detailed rate schedule for the personnel and/or services proposed. No additional fees will be considered for reimbursable expenses. Please include a list of hourly rates for each professional personnel that will be working on this project.
- H. A chart scheduling activities and proposed timetable for the activities including completion dates, review periods and submission of work to City staff (see Attachment "B" Anticipated Project Schedule). The chart should be outlined by number of weeks to complete each task.
- I. The selected consultant will be required to submit Proof of Insurance per the City's requirements contained in the Agreement (see Attachment "C"), and a statement of liability for the accuracy, validity and reliability of services, including insurance coverage.

#### DESIGN CONSULTANT SELECTION GUIDELINES

##### A. Review Committee

The review committee may include staff from the Fire Department, Community and Cultural Services, Sustainability and Environment, Planning, Public Works, other City departments, and an independent local architect.

##### B. Criteria

Factors to be considered in reviewing proposals may include but are not limited to:

1. General design accomplishments and quality of work previously performed.
2. Previous history of work with similar projects and /or other Public sector work.
3. Demonstrated experience with innovative design of similar spaces.
4. Knowledge and familiarity with American with Disabilities Act (ADA)
5. Knowledge of sustainable design concepts and execution.
6. Record of the consultant in accomplishing work within required time and budget constraints.
7. Understanding of the approach, tasks, and methodology necessary to complete the required services.
8. Geographical location of the design team.
9. Hourly rates for prime and all consultants.
10. References.

#### IV. SOLE AUTHORITY

The City of Santa Monica has the sole authority to select the design consultant or design team, and reserves the right to reject any and all proposals. By submitting a response to this RFP, prospective designers waive the right to protest or seek legal remedies whatsoever regarding any aspect of this RFQ. In addition, the City reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or submission requirements, should the City determine in sole and absolute discretion that such changes are necessary. The City also reserves the right to approve all individuals and firms, if any, to be retained by the prime consultant. The City's policy is to screen consultants based upon their proposal and project reference checks.

## **SCHEDULE AND QUESTIONS**

### **A. Proposal Due Date**

In order to be considered, five (5) paper copies and one electronic copy of the proposal must be submitted by:

**5:30 pm, Tuesday, March 6, 2012**

#### **Addressed to:**

Alex Parry, Senior Architect  
City of Santa Monica, Public Works Department  
Architectural Services  
1437 4<sup>th</sup> Street, Suite 300  
Santa Monica, CA 90401

### **B. Questions**

Questions must be submitted in writing and received by February 28, 2012. Requests shall be addressed to:

Alex Parry at (310) 458-8981, Monday-Thursday, 7:30am-5:30pm.  
Or: [Alex.Parry@smgov.net](mailto:Alex.Parry@smgov.net)

## **V. EXHIBITS**

Exhibit A: Anticipated Schedule

Exhibit B: Insurance Requirements

Exhibit C: Sample Professional Services Agreement

Exhibit D: Draft facility program

Exhibit E: Living Wage Certification

Exhibit F: Oaks Initiative Notice

Exhibit G: City Policy on Doing Business with Arizona Firms

## **EXHIBIT A: ANTICIPATED PROJECT SCHEDULE**

- RFQ Process: 2/7/12 – 3/6/12
- Interviews: 3/20/12 – 3/27/12
- Selection: 3/28/12
- Notice to Proceed: Late June 2012
- Programming, Schematic Design, Public Hearings, and Agency Reviews:  
July 2012 – September 2012
- Design Development: September 2012 – December 2012
- Construction Documents: December 2012- March 2013
- Design Completion: June 2013
- Plan Check: March 2013 – June 2013
- Bidding: June 2013
- Construction: October 2013 – November 2014

## **EXHIBIT B: INSURANCE REQUIREMENTS AND VERIFICATION**

### **Professional Services Insurance Requirements (Public Works Contracts)**

#### **Consultant's Insurance**

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in Consultant's bid.

Without in any way affecting the indemnity provided the Consultant shall secure before commencement of the work and throughout the Agreement the following types and amounts of insurance:

#### **Minimum Limits of Insurance**

Consultant shall obtain insurance of the types and in the amounts described below:

- 1) **Commercial General Liability Insurance**  
Consultant shall maintain commercial general liability insurance (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.
- 2) **Business Auto Liability Insurance**  
Consultant shall maintain business auto liability insurance and, with a limit of not less than \$1,000,000 each accident.
- 3) **Professional Liability (Errors and Omissions) Insurance**  
Consultant shall maintain professional liability insurance appropriate to the consultant's profession with a limit not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate. Architects' and engineers' coverage is to be endorsed to include contractual liability.
- 4) **Workers' Compensation and Employer's Liability Insurance**  
Consultant shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

#### **Minimum Scope of Insurance**

- 1) CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.

- 2) Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- 3) If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than five (5) years after final completion. The "Retro Date" must be shown, and must be before the date of the contract or beginning of contract work.

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City of Santa Monica. At the option of the City of Santa Monica, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Santa Monica, its officers, officials, employees, or volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City of Santa Monica guaranteeing payment of losses and related investigation, claim administration and defense expenses.

#### **Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1) The City of Santa Monica, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 26 or a substitute providing equivalent coverage. City and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.
- 2) For any claims related to this project, the Consultant's insurance coverage shall be primary as respects the City of Santa Monica, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- 3) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of Section 2782 of the Civil Code.

## **General Liability, Workers' Compensation and Employer's Liability**

The insurer shall agree to waive all rights of subrogation against the City of Santa Monica, its officers, officials, employees, and volunteers for losses arising from activities and operations of Consultant in the performance of services under the contract.

### **All Coverages**

- 1) Each insurance required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City at:

City of Santa Monica  
Architecture Services  
1437 4th Street, Suite 300  
Santa Monica, California 90401  
Special Provision Number:

- 2) If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and without further notice to the Consultant, City may deduct from sums due to the Consultant any premium costs advanced by the City for such insurance.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by the City's Risk Manager.

### **Verification of Coverage**

Consultant shall furnish the City of Santa Monica with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the City of Santa Monica or on other than the City of Santa Monica's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City of Santa Monica before work commences. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

### **Subconsultants**

Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subconsultant shall be subject to all of the requirements stated herein.

## **EXHIBIT C: PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 (the "Execution Date"), by and between the CITY OF SANTA MONICA, a municipal corporation ("City"), and \_\_\_\_\_. ("Consultant") is made with reference to the following:

### **RECITALS:**

A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The Consultant is qualified to do business, and is doing business, in the State of California. Consultant represents it has the background, knowledge, experience and expertise necessary to provide the services set forth in this Agreement.

C. The City and Consultant desire to enter into an agreement for the Consultant to provide professional services to the City as set forth herein, upon the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

### **AGREEMENT**

#### **SECTION 1. TERM.**

This Agreement shall commence on the Execution Date, and shall terminate upon the completion of the services required by this Agreement, or the \_\_\_\_\_ day of \_\_\_\_\_, whichever is earlier, unless terminated earlier as set forth herein.

#### **SECTION 2. SERVICES TO BE PERFORMED BY CONSULTANT.**

Consultant shall perform all of the services ("Services") that are more fully set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The Services shall be completed in accordance with Exhibit B, Budget, attached hereto and incorporated herein.

#### **SECTION 3. SERVICES TO BE PERFORMED BY CITY.**

City shall perform the following services:

A. Make available to Consultant any currently existing documents, data or information pertinent to the Services.

B. Designate a representative authorized to act on behalf of City.

C. Promptly examine and render findings on all documents submitted for staff review by Consultant.

#### SECTION 4. COMPENSATION.

Consultant shall be compensated for Services performed pursuant to this Agreement in an amount not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_), as set forth in Exhibit B, Budget.

#### SECTION 5. NOTICES.

All notices, demands, requests or approvals to be given under this Agreement, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

A. All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

City of Santa Monica, Architecture Services  
1437 4th Street, Suite 300  
Santa Monica, California 90401  
Attention: \_\_\_\_\_ [Project Manager Name]  
RE: \_\_\_\_\_

B. All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
RE: \_\_\_\_\_

#### SECTION 6. INDEPENDENT PARTIES.

Both parties to this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers of one another. Neither the City nor its officers or employees shall have any control over the conduct of Consultant or any of Consultant's agents, employees, nor subconsultants, except as otherwise provided herein.

#### SECTION 7. INTEGRATED CONTACT.

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modifications of this Agreement will be effective only by written execution signed by both City and Consultant, and approved as to form by the City Attorney.

#### SECTION 8. INSURANCE.

Prior to commencing work, Consultant shall procure, maintain and pay for insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work or services hereunder by Consultant and Consultant's agents, representatives, employees or subconsultants for the duration of this Agreement. The requirements of insurance are set forth in Exhibit C, Insurance Requirements and Verifications, which is attached hereto and incorporated

herein.

#### SECTION 9. COST OF LITIGATION.

If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party all reasonable costs, disbursements and expenses, and such amount as the court may adjudge to be reasonable attorney's fees.

#### SECTION 10. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS.

Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents and employees (collectively hereafter the "City") against any or all loss, damages, liability, claims, suits, costs, expenses, and judgments, whatsoever, including reasonable attorney's fees, arising from the negligent or willful acts, errors or omissions of Consultant or Consultant's officers, agents, employees or subconsultants, in the performance of services, activities or work conducted pursuant to this Agreement.

Consultant shall indemnify, defend and hold harmless City, from and against any and all claims and losses whatsoever, including reasonable attorney's fees occurring to or resulting from any and all persons, firms, or corporations employed or contracted by the Consultant or Consultant's subconsultants in connection with Consultant's services under this Agreement.

#### SECTION 11. PROHIBITION AGAINST TRANSFERS.

Consultant shall not assign, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City. Any attempt to do so without the City's consent shall be null and void, and any assignee, sublessee, hypothecatee or transferee shall acquire no right or interest by reason of such attempted assignment, sublease, hypothecation or transfer.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant or of any general partner or joint venturer or syndicate member of Consultant, if a partnership or joint venture or syndicate exists, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

#### SECTION 12. PERMITS AND LICENSES.

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement all required business and professional permits, licenses and certificates.

#### SECTION 13. WAIVER.

A waiver by either party to this Agreement of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.

#### SECTION 14. TERMINATION.

In the event Consultant fails or refuses to perform any of the provisions of this Agreement, and if

the default is not cured within a period of five (5) days after receipt by Consultant of City's written notice of default specifying the nature of the default and the steps necessary to cure the default, City may immediately terminate this Agreement by written notice. City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving ten (10) days written notice to Consultant. Upon termination of this Agreement, City shall pay to Consultant compensation earned and unpaid up to the effective date of termination.

#### SECTION 15. COMPLIANCE WITH LAW.

Consultant shall comply with all laws of the State of California and the United States, and all ordinances, rules and regulations enacted or issued by City. If such ordinances, rules or regulations enacted or issued by the City after the effective date of this Agreement significantly impact Consultant's performance of its obligations under this Agreement, equitable adjustment may be made to the time of performance, the compensation, or both, as appropriate.

#### SECTION 16. SANTA MONICA LIVING WAGE ORDINANCE.

This Agreement is/is not subject to the City of Santa Monica's Living Wage Ordinance, Santa Monica Municipal Code Chapter 4.65 ("Living Wage Ordinance") which requires the payment of Minimum Wage for work done on any contract to any worker who does not actually work as a manager, supervisor or confidential employee, and who is not required to possess an occupational license. The Living Wage Ordinance sets the Minimum Wage at \$13.27 per hour and provides for an annual adjustment each July 1st, by an amount corresponding to the previous calendar year's change in the Consumer Price Index for Urban Wage Earners and Clerical Workers in Los Angeles, Riverside and Orange Counties. If this Agreement is subject to such Living Wage Ordinance, then the Consultant shall comply with all of its provisions. Failure to comply with the provisions of the Living Wage Ordinance shall be grounds for termination of this Agreement. Questions concerning the Living Wage Ordinance may be directed to the City Finance Department at (310) 458-8281.

#### SECTION 17. DISCRIMINATION.

Consultant shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, and shall comply with the requirements of City, state and federal law.

#### SECTION 18. NUISANCE.

Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

#### SECTION 19. RECORDS.

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by the City for any services provided where compensation is on the basis of hourly rates, subconsultant costs, and/or other direct costs.

Consultant shall maintain records of service provided in sufficient detail to permit an evaluation of services. All records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Representatives of City or its designees shall be allowed free access to Consultant's books and records, and shall have the right to examine, audit and make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and

activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If City's audit discloses an error of five percent (5%) or more in information reported by Consultant and City's audit is correct, Consultant shall pay the cost of City's audit computed on the basis of four (4) times the direct payroll of the audit staff completing the audit and audit report.

#### SECTION 20. REPORTS.

Each and every final report, work product, map, record and other document reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement and delivered to the City shall be the exclusive property of City, including the originals of all notes, memoranda, sketches, letters and documents developed and received by Consultant.

Consultant shall furnish reports concerning the status of services required under this Agreement at City's request. No report, work product, map, record or other document given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior written approval by City. City shall not reuse or make any modifications to the designs, plans and specifications prepared by Consultant without the prior authorization of Consultant. The provisions of this Section shall apply to all materials developed by subconsultants pursuant to this Agreement unless otherwise authorized in writing by City prior to execution of any agreement with said subconsultants.

#### SECTION 21. STANDARD OF CARE.

Consultant agrees that all services performed hereunder, including services performed by any subconsultant, shall be provided in a manner consistent with that level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in the same locality under similar conditions.

#### SECTION 22. SUBCONSULTANTS.

Requests for subconsultants shall be submitted in writing, describing the scope of work to be contracted, the name of the proposed subconsultant, and the total price or hourly rates used in preparing an estimated cost for the subconsultant's services. The City may issue approval of the subconsultant in the form of a Work Order.

Consultant shall be responsible for the quality of all subconsultant work performed pursuant to this Agreement. Consultant may terminate and replace the services of any subconsultant, subject to the prior written approval by the City which shall not be unreasonably withheld or delayed. Every subcontract or agreement of any kind entered into between Consultant and subconsultant (or between any subconsultant and others) shall contain the following provision:

This agreement is consistent with the specified terms and conditions of the Agreement entered into between the City of Santa Monica and \_\_\_\_\_ on \_\_\_\_\_ (hereinafter referred to as the "Agreement") including, but not limited to: Section 2, Services to be Performed by Consultant; Section 4, Compensation; and Section 8, Insurance.

SECTION 23. GOVERNING LAW.

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

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

CITY OF SANTA MONICA,  
a municipal corporation

By: \_\_\_\_\_  
ROD GOULD  
City Manager

ATTEST:

\_\_\_\_\_  
MARIA STEWART  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
MARSHA JONES MOUTRIE  
City Attorney

Consultant: \_\_\_\_\_

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

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

## **EXHIBIT D: DRAFT FACILITY PROGRAM**

### **1. First Floor**

- a. 5 Apparatus bays- doors 14' wide
- b. Turn Out Lockers (42 Min)
- c. Work Room
- d. Laundry room
- e. Clean/Change Room/SCBA
- f. Dirty room with sink and dry area
- g. Floor watch
- h. Reception area/office
- i. Technology room W/ 6 computers
- j. Restrooms
- k. Shower room/decon
- l. IDF
- m. Mechanical

### **2. Second Floor**

- a. Sleeping Area 14-(20)
- b. Offices
  - i. 1 Battalion Chief
  - ii. 1 shared captains office with 3 workstations
- c. Kitchen/Dining area
- d. Ambulance Operator (AO) Program
- e. Day room/rec. room
- f. Study room W/ library
- g. Locker room
- h. Shower rooms
- i. Training/meeting/classroom W/ technology
- j. IDF

## **EXHIBIT E: LIVING WAGE CERTIFICATION**



**CITY OF SANTA MONICA  
Living Wage Ordinance  
Certification for Providers of Services to the  
City of Santa Monica  
(Fiscal Year 11/12 – July 1, 2011 through June 30, 2012)**

***TO BE COMPLETED BY ALL CONTRACTORS PROVIDING SERVICES TO  
THE CITY OF SANTA MONICA IN EXCESS OF \$54,200***

The City of Santa Monica Municipal Code Chapter 4.65, Living Wage Ordinance (LWO) establishes a Minimum Wage of **\$13.54 per hour**<sup>1</sup> for certain employees of contractors providing services to the City where services exceed \$54,200 and requires that contractors also provide the same health care and other benefits to employees' same sex spouses and domestic partners as are provided to other employees' spouses.

An employee covered by the LWO is any person who does not actually work as a manager, supervisor, or confidential employee, and who is not required to possess an occupational license. Contractors with collective bargaining agreements covering those employees assigned to contract are exempt from the wage requirements of the Living Wage Ordinance only if the waiver is explicitly set forth in such agreement in clear and unambiguous terms.

Please prepare the following certification if you are a contractor engaging in a contract for services with the City of Santa Monica in excess of \$54,200.

Your signature on this certification grants the City permission to review any and all payroll books and records and any company documents pertaining to the benefits offered to employees to assure your compliance with the LWO during the term of the contract.

Please direct any questions and send the completed, signed Certification to:

City of Santa Monica Finance Department  
Attention: Living Wage Compliance Section  
1717 4th Street, Suite 250  
Santa Monica, CA 90401

You can also contact staff regarding living wage ordinance questions by e-mail at [finance.mailbox@smgov.net](mailto:finance.mailbox@smgov.net) or by phone 310-458-8281.

<sup>1</sup> Adjusted annually each July 1 by an amount corresponding to the previous year's change (January to January) in the Consumer Price Index for Urban Wage Earners and Clerical Workers 1982-84=100 for Los Angeles-Riverside-Orange County, California

**CITY OF SANTA MONICA  
Living Wage Ordinance Certification**

**July 1, 2011 through June 30, 2012**

**TO BE COMPLETED BY ALL CONTRACTORS PROVIDING SERVICES TO THE  
CITY OF SANTA MONICA IN EXCESS OF \$54,200**

**MINIMUM WAGE - \$13.54 per hour**

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE ☐

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE ☐

If this contract is not subject to the Living Wage Ordinance requirements, please note reason below and attach supporting documentation for exemption. For example, in order to be exempt pursuant to a collective bargaining agreement, a signed collective bargaining agreement must be attached.

- (a) \_\_\_\_\_ contractor is a government agency and is exempt
- (b) \_\_\_\_\_ contractor is a City grantee and is exempt
- (c) \_\_\_\_\_ contractor is a non-profit corporation and is exempt
- (d) \_\_\_\_\_ contractor is an employer whose employees are covered by a bona fide collective bargaining agreement where the waiver is explicitly set forth in an agreement in clear and unambiguous terms
- (e) \_\_\_\_\_ contractor is a corporation providing banking services

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Santa Monica's Living Wage Ordinance (LWO), and the applicability of the LWO, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the LWO, as mandated in all sections of Santa Monica Municipal Code, Chapter 4.65. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the Director of Finance in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract, which shall be grounds for termination. City shall have the right to examine all books and records of the contractor as they relate to compliance with the LWO. Payroll records shall at a minimum include full name of each employee performing labor or providing services under the contract, job classification and rate of pay.

These statements are made under penalty of perjury under the laws of the State of California.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Bid Number: (if applicable) \_\_\_\_\_

Service Description: \_\_\_\_\_

**EXHIBIT F: OAKS INITIATIVE NOTICE**

**Oaks Initiative Notice**

**CITY OF SANTA MONICA**

**NOTICE TO APPLICANTS, BIDDERS, PROPOSERS  
AND OTHERS SEEKING DISCRETIONARY PERMITS, CONTRACTS, OR OTHER BENEFITS  
FROM THE CITY OF SANTA MONICA**

Santa Monica's voters adopted a City Charter amendment commonly known as the Oaks Initiative. It prohibits a public official from receiving specified personal benefits from a person or entity after the official votes, or otherwise takes official action, to award a "public benefit" to that person or entity. Examples of a "public benefit" include public contracts to provide goods or services worth more than \$25,000 or a land use approval worth more than \$25,000.

The Oaks Initiative requires the City to provide this note and information about the Initiative's requirements. An information sheet on the Oaks Initiative is attached. You may obtain a full copy of the Initiative's text from the City Clerk.

In order to facilitate compliance with the requirements of the Oaks Initiative, the City compiles and maintains certain information. That information includes the name of any person who is seeking a "public benefit." If the "public benefit" is sought by an entity, rather than an individual person, the information includes the name of every: (a) trustee, (b) director, (c) partner, (d) officers, or (e) ten percent interest in the entity. Therefore, if you are seeking a "public benefit" covered by the Oaks Initiative, you must supply that information on the attached form (Attachment A).



## City of Santa Monica Oaks Initiative Disclosure Form

*All persons or entities receiving public benefits defined below from the City of Santa Monica shall provide the names of trustees, directors, partners and officers and names of those with more than a 10% equity, participation or revenue interest. This information is required by City Charter Article XII—Taxpayer Protection.*

**Name of Entity:** \_\_\_\_\_

**NAME OF PERSONS OR ENTITIES RECEIVING PUBLIC BENEFIT:**

**NAME(S) OF TRUSTEES, DIRECTORS, PARTNERS, AND OFFICERS:**

**NAMES OF THOSE WITH MORE THAN A 10% EQUITY, PARTICIPATION OR REVENUE INTEREST:**

---

**Public benefits include:**

1. Personal services contracts in excess of \$25,000 over any 12-month period;
2. Sale of material, equipment or supplies to the City in excess of \$25,000 over a 12-month period;
3. Purchase, sale or lease of real property to or from the City in excess of \$25,000 over a 12-month period;
4. Non-competitive franchise awards with gross revenue of \$50,000 or more in any 12-month period;
5. Land use variance, special use permit, or other exception to an established land use plan, where the decision has a value in excess of \$25,000;
6. Tax "abatement, exception, or benefit" of a value in excess of \$5,000 in any 12-month period; or
7. Payment of "cash or specie" of a net value to the recipient of \$10,000 in any 12-month period.

**Prepared by:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**FOR CITY USE ONLY:**

Bid/PO/Contract # \_\_\_\_\_ Permit # \_\_\_\_\_

(1/06)

## **EXHIBIT G: CITY POLICY ON DOING BUSINESS WITH ARIZONA FIRMS**

### **NOTICE: City Policy on Doing Business with Arizona Firms**

#### **CITY OF SANTA MONICA**

#### **NOTICE TO APPLICANTS, BIDDERS, PROPOSERS AND OTHERS SEEKING TO DO BUSINESS WITH THE CITY OF SANTA MONICA**

The City Council of the City of Santa Monica adopted Resolution No. 10479 (CCS) on May 25, 2010, which requires a review of all current and likely future agreements and contracts with Arizona-based businesses to examine the feasibility of acquiring such products and services elsewhere while the Arizona law remains in effect.

Additionally, vendors offering goods or services to the City of Santa Monica must complete and sign the attached disclosure form; this applies to all solicitations, including but not limited to, bids and proposals. Please review, sign and submit the form with your bid packet prior to the closing date of bid.

Contractors that do not have headquarters in the State of Arizona and those that will not be working with Arizona-headquartered subcontractors to provide goods and/or services as specified in this solicitation will take priority in the bidding process.

**NOTE:** Headquarter location or residency may not be considered as a factor if prohibited by applicable law.

*Failure to return this form or inability to certify as to its provisions will render your bid or proposal non-responsive.*

State of Arizona Disclosure Form - see next page.

[Pursuant to Resolution No. 10479 (CCS) adopted May 25, 2010]



**City of Santa Monica  
State of Arizona Disclosure Form**

**TO BE COMPLETED BY ALL VENDORS PROVIDING GOODS AND SERVICES TO  
THE CITY OF SANTA MONICA**

Headquarter location or residency may not be considered as a factor if prohibited by applicable law.

Please check the appropriate boxes below.

*Our company's headquarters are located in the State of Arizona.*

☐ Yes ☐ No

*Goods or services pertaining to this solicitation will be provided by a subcontractor whose business is headquartered in the State of Arizona.*

☐ Yes ☐ No

If the response to the statement above was "yes", please list any and all subcontractors headquartered in the State of Arizona that may be providing goods or services (pertaining to this solicitation) to the City of Santa Monica.

*If more than one, attach a list of additional subcontractors, including the physical address of each location.*

Name of Subcontractor: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**\*\*\* PORTION BELOW TO BE COMPLETED BY ALL VENDORS \*\*\***

\*\*\*\*\*

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Street Address of Headquarters: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone # (including area code): \_\_\_\_\_ Email: \_\_\_\_\_

**FOR CITY USE ONLY**

NOTES: \_\_\_\_\_

[Pursuant to Resolution No. 10479 (CCS) adopted May 25, 2010]