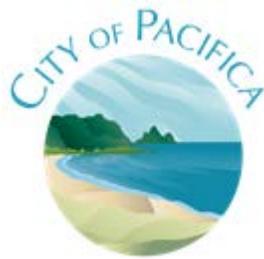

Request for Proposals

On-Call Engineering Services



City of Pacifica
170 Santa Maria Avenue
Pacifica, CA 94044

INTRODUCTION

The City of Pacifica ("the City") is seeking qualified consultants to submit statements of interest and proposals demonstrating the ability to perform professional engineering services on private development applications on an "on-call" basis. Consultants are expected to have expertise in multiple disciplines that are necessary to process development applications for residential and commercial development projects including:

BACKGROUND

Pacifica is located in northern San Mateo County approximately 10 miles from downtown San Francisco. The cities of Daly City, South San Francisco, and San Bruno border the City on the north and east, while unincorporated San Mateo County and the Pacific Ocean border the City on the south and west, respectively. Areas west of State Route 1 (Coast Highway) are located within the Coastal Zone.

The City has a population of over 37,000 residents and is a predominantly residential community. The City enjoys many visitors thanks to its scenic location and extensive open space, beaches, and trails.

Within the past year, the City has experienced a significant upswing in the number and complexity of development applications submitted for entitlement processing. In order to efficiently process these applications, the City requires staff augmentation services to supplement its in-house Engineering Division staff.

SCOPE OF SERVICES

In general, the successful individual or firm will be expected to provide engineering services in support of Planning Department staff for all types of projects requesting building permits and entitlements, including but not limited to: new residential and commercial subdivisions; in-fill redevelopment of residential and commercial buildings; hillside development; General Plan and zoning amendments; annexations; use permits; variances; coastal development permits; design review; and, appeals of these permits to City Council.

The successful applicant will have the staff available to respond to the City's need for consulting services at a variety of skill levels. As with most cities, some projects may require an engineer with experience equivalent to the "Assistant Engineer" level and some projects are very complex and require "Senior Engineer" level experience.

The successful applicant, in order to pre-qualify, must demonstrate the ability to perform a wide range of engineering services which include, but are not limited to, the following:

1. Review development permit applications including application completeness checks, and drafting written comments and proposed conditions of approval within timelines specified by the Permit Streamlining Act and the City (shorter timelines may be required for certain projects).
2. Review hydrology calculations and drainage design, including potential impacts to existing City infrastructure and regulatory permit requirements.
3. Review proposed grading, including any dirt-supporting structures (i.e. retaining walls, culverts).
4. Review C.3 stormwater compliance plans and checklists.
5. Review onsite traffic/circulation engineering (vehicular and/or pedestrian) including potential impacts to existing City streets and/or highways.

6. Review proposed infrastructure and utility improvements, including as they relate to various City Policies such as the Complete Streets Policy.
7. Review tentative and final subdivision maps for compliance with the Subdivision Map Act and Pacifica Municipal Code requirements.
8. Draft relevant sections of staff reports, findings for resolutions, conditions of approval, and ordinances.
9. Make oral presentations at public meetings and public hearings.
10. Attend Planning Commission and/or City Council meetings.
11. Conduct site visits.
12. Answer questions by phone or email during regular business hours.
13. Meet at the Planning Department as needed to meet with staff and applicants.

Specific projects will be assigned to the consultant at the discretion of the Planning Director (or designee) based up on current City staff workload. All available drawings and other applicable technical information will be provided to the Consultant. The City is unable to provide the consultant a permanent workspace within City facilities.

SELECTION CRITERIA

The statement of qualifications submitted in response to this RFP, together with City checks of references provided, will be used as the basis for establishing an on-call list of pre-qualified consulting firms for future projects that may be identified during the three-year duration of the list. The City may conduct interviews prior to establishing the on-call list.

The City of Pacifica's selection will be based upon:

1. The consultant's (and project team's) ability to perform the work.
2. Demonstrated experience with a variety of entitlement and building permit projects and with the City of Pacifica.
3. Demonstrated ability to communicate and work effectively with the public, applicants/developers, staff, third-party agencies, and policy and review bodies.
4. Demonstrated knowledge of the City's Municipal Code, guidelines, policies, and procedures, including but not limited to the Zoning Regulations and Subdivision Law.
5. The consultant's hourly rate and fee structure.
6. Distance of consultant's office from the City.
7. Acceptance of the City's standard contract for professional services (Attachment A); and
8. Responsiveness to this Request for Proposals.

SUBMITTAL REQUIREMENTS

Double-sided printing is encouraged. Provide two (2) bound copies; one (1) unbound copy; and, one (1) electronic copy in PDF format.

1. COVER LETTER - Summarize qualifications most relevant to this RFP; identify key team members; provide name of contact person, phone, fax and email address (maximum 1 page).
2. RELEVANT QUALIFICATIONS - Offer short, focused paragraphs in a summary format by topic; do not include general information (maximum 4 pages).

3. RELEVANT EXPERIENCE - List projects completed by the consultant relevant to the scope of services listed above. Include the scope of the services provided and specify the role of the consultant (identify if the work was performed exclusively by the firm or as a joint venture).
4. KEY TEAM MEMBER SUMMARY - Identify key team members of the firm and summarize typical roles and responsibilities for each member on a project team. List education, certifications, and experience relative to those typical roles (reference projects relevant to those described in the scope of services, if applicable).
5. CURRENT CLIENTS/PROJECTS - Provide a list of all clients doing business with the firm in the past 12 months and identify any projects within the City of Pacifica in the past 12 months.
6. CITY'S CONSULTANT CONTRACT - Provide a statement indicating agreement with the content of the City's standard consultant contract (Attachment A). If no exceptions are indicated, then the consultant will be deemed to have accepted the City's agreement form without deviation.
7. FIRM'S BILLING STRUCTURE - Provide an outline of the hourly fee structure for the key team members identified in Item 4 and associated administrative/technical support fee structure.
8. REFERENCES - Provide 5 client references relevant to the scope of services listed above (names, titles, current mailing and email addresses, and phone numbers).
9. APPENDIX - Firm brochure with background information (if available); key team member resumes.

SUBMISSION INSTRUCTIONS/SCHEDULE

The "submittal requirements" identified above must be submitted no later than 5:00 p.m. on Monday, September 12, 2016 to:

Tina Wehrmeister
Planning Director
City of Pacifica
1800 Francisco Blvd.
Pacifica, CA 94044

Any questions regarding this Request for Proposals should be directed to Christian Murdock at (650) 738-7341; or murdockc@ci.pacifica.ca.us.

The City intends to finalize its pre-qualification list within three weeks after receipt of proposals.

CITY-CONTRACTOR RELATIONSHIP

Selected firms for the On-Call list will enter into a one year consulting services contract with the City with a not to exceed amount of \$50,000. Selected firms will be required to update the client/project list every 12 months from the date of contract execution. As projects are assigned to the consultant, the consultant will perform work based on the established hourly rate identified in the consultant's contract with the City. The City's agreement with any consultant shall not be considered exclusive, and the City may elect to procure alternate or additional services for any designated project.

CONFLICTS

The selected consultant(s) for the On-Call list will not be able to provide professional services for applicants that are current clients of the firm and which have applications pending with the City, or for applicants with which the firm has worked within the 12 months preceding the firm's execution of a contract with the City. Other potential conflict issues will be addressed on a case-by-case basis.

ATTACHMENTS

A. City of Pacifica standard consultant services agreement.

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (the "Agreement") is made and entered into this _____ day of _____, _____, by and between THE CITY OF PACIFICA, a municipal corporation (hereinafter referred to as "CITY") and _____, a California corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY requires _____ and related services described herein;

WHEREAS, CONSULTANT is qualified to perform such services; and

WHEREAS, CONSULTANT has agreed to provide CITY with such services on the terms and conditions set forth herein.

NOW, THEREFORE, for the considerations hereinafter set forth, CONSULTANT and CITY agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1. **Scope of Work.** CONSULTANT agrees to furnish the services set forth in Exhibit A, Scope of Work, which is attached hereto and incorporated herein (the "Services").
- 1.2. **Compliance with Law.** The Services shall be performed in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and orders.
- 1.3. **Time is of the Essence.** CONSULTANT agrees to diligently prosecute the Services. In the performance of this Agreement, time is of the essence.
- 1.4. **Professional Competence.** CONSULTANT represents that it has the professional skills necessary to perform the Services and that it will perform the Services in a skillful and professional manner. CONSULTANT represents that it has all the necessary licenses to perform the Services and shall maintain them throughout the term of this Agreement. CONSULTANT agrees that the Services shall be performed in a manner consistent with practices usual and customary to the Building Industry profession, California Building Code, and California Building Standards Commission. CITY and CONSULTANT agree that CONSULTANT is in responsible charge of the Services. Acceptance by CITY of the Services does not operate as a release of CONSULTANT from professional responsibility for the Services performed.
- 1.5. **Independent Contractor.** CONSULTANT is an independent contractor and not an employee of CITY. CONSULTANT expressly warrants that it will not represent that it is an employee of CITY.
- 1.6. **Confidentiality.** CONSULTANT agrees to maintain in confidence and not disclose to any person, firm, governmental entity, or corporation, without CITY's prior written

consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of CITY. CONSULTANT further agrees to maintain in confidence and not to disclose to any person, firm, governmental entity, or corporation any data, information, technology, or material developed or obtained by CONSULTANT during the performance of the Services. The covenants contained in this Section 1.6 shall survive the termination of this Agreement for whatever cause.

- 1.7. **Ownership of Material.** Any reports and other material prepared by or on behalf of CONSULTANT under this Agreement (collectively, the "Documents") shall be and remain the property of CITY. All Documents not already provided to CITY shall be delivered to CITY on the date of termination of this Agreement for any reason. The Documents may be used by CITY and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes CITY may deem appropriate without further employment of or payment of any compensation to CONSULTANT.
- 1.8. **Documentation.** CONSULTANT shall keep and maintain full and complete documentation and accounting records, employee time sheets, and correspondence pertaining to the performance of the Services, and CONSULTANT shall make such documents available for review and/or audit by CITY and CITY's representatives at all reasonable times for at least four years after the termination of this Agreement or completion of the Services.
- 1.9. **Testimony.** CONSULTANT agrees to testify at CITY's request if litigation is brought against CITY in connection with the Services. Unless the action is brought by CONSULTANT or is based upon CONSULTANT's negligence, CITY will compensate CONSULTANT for the preparation and the testimony at CONSULTANT's standard hourly rates.

ARTICLE 2 - COMPENSATION

- 2.1. **Compensation.** Compensation for the Services shall be in accordance with Exhibit B, Compensation, attached hereto and incorporated herein. It is agreed that the compensation for the Services shall not exceed \$50,000 ("Cost Ceiling").
- 2.2. **Invoices.** CONSULTANT shall submit monthly invoices in a form satisfactory to CITY on or before the tenth day of each month for Services provided during the preceding month. CONSULTANT shall submit time and cost records as necessary to substantiate performance of the Services. Within 35 days after receipt of each such invoice, CITY shall verify the accuracy of the invoice, correct the charges where appropriate and as discussed and mutually agreed with CONSULTANT, and make payment to CONSULTANT in an amount equal to the amount of such invoice, as verified or corrected by CITY. No payment hereunder shall be construed as evidence of acceptance of any of CONSULTANT's work. CITY reserves the right to withhold payment from CONSULTANT on account of Services not performed satisfactorily, delays in CONSULTANT's performance of Services, or other defaults hereunder. CONSULTANT shall not stop or delay performance of the Services under this Agreement on account of payment disputes with CITY.

- 2.3. **Status Reports.** Together with each monthly invoice, CONSULTANT shall submit a status report detailing the amount expended on the Services to that date and the remaining amount to be expended before the Cost Ceiling is reached. CONSULTANT shall notify CITY in writing when payments have reached 90 percent of the Cost Ceiling.
- 2.4. **Withholding.** In lieu of holding retention, CITY shall withhold CONSULTANT's final payment until the Services are complete and CITY has received all Documents. CONSULTANT shall diligently continue and complete performance of the Services if the Services are not complete at the time CONSULTANT has performed services up to the Cost Ceiling.

ARTICLE 3 - TIME OF PERFORMANCE

- 3.1. **Effective Date.** This Agreement shall become effective upon execution of the second signature and shall remain in full force and effect until the Services are completed (the "Term"). CONSULTANT agrees to complete all services by June 30, 2015.
- 3.2. **Termination.** This Agreement may be terminated at any time by CITY upon written notice to CONSULTANT.
- 3.3. **Final Payment.** CONSULTANT shall be entitled to compensation for Services performed up to the time of such termination, it being understood that any payments are full compensation for the Services rendered under this Agreement.
- 3.4. **Other Remedies.** Nothing in this Article 3 shall be deemed to limit the respective rights of the parties to terminate this Agreement for cause or otherwise to exercise any rights or pursue any remedies which may accrue to them.

ARTICLE 4 - DESIGNATED CONTACTS

- 4.1. **CITY Contact.** CITY designates the Planning Director as its contact who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONSULTANT's performance under this Agreement, and for liaison and coordination between CITY and CONSULTANT. In the event CITY wishes to make a change in CITY 's representative, CITY will notify CONSULTANT of the change in writing.
- 4.2. **CONSULTANT Contact.** CONSULTANT designates _____ as its contact, who shall have immediate responsibility for the performance of the Services and for all matters relating to performance under this Agreement. Any change in CONSULTANT's designated contact shall be subject to written approval by CITY.

ARTICLE 5 - INDEMNIFICATION AND INSURANCE

- 5.1. **Indemnification.** CONSULTANT shall, to the fullest extent allowed by law, with respect to claims, liability, loss, damage, costs, or expenses, including reasonable attorney's and expert witness fees, awards, fines, penalties, or judgments, arising out of or relating to the Services (collectively "Claims"), defend, indemnify, and hold harmless

CITY, its Officials, officers, employees and agents (the "CITY Parties"), except to the extent the Claims are attributable to CITY Parties' gross negligence or willful misconduct. CONSULTANT shall defend the CITY Parties as required by California Civil Code Section 2778, and with counsel reasonably acceptable to those parties. CONSULTANT shall have no right to seek reimbursement from the CITY Parties for the costs of defense. The obligations contained in this Section 5.1 shall survive the termination of this Agreement for whatever cause for the full period of time allowed by law and shall not in any way be limited by the insurance requirements of this Agreement.

- 5.2. **Health and Safety.** CONSULTANT may perform part of the Services at sites which contain unknown working conditions and contaminated materials. CONSULTANT shall be solely responsible for the health and safety of CONSULTANT's employees during the performance of the Services.
- 5.3. **Insurance.** CONSULTANT and all of CONSULTANTS employees, subcontractors, consultants and other agency shall procure, provide and maintain at all times during the performance of this Agreement, and for such additional periods as described herein, the insurance listed below with insurers licensed to do business in the State of California and with a Best's rating of no less than A:VII.
- A. Comprehensive Automobile Liability Insurance. Comprehensive Automobile Liability Insurance providing bodily injury liability and property damage, to protect against all liability arising out of the use of any owned, leased, passenger or commercial automobile at a minimum amount of \$1,000,000 combined single limit and \$2,000,000 aggregate. Coverage shall apply to hired and non-owned autos.
 - B. Commercial General Liability Insurance. Commercial General Liability Insurance, with limits providing a minimum amount of \$1,000,000 combined single limit coverage for each occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. The insurance shall cover all operations including but not limited to the following: (1) premises, operations and mobile equipment liability; (2) completed operations and products liability; (3) contractual liability insuring the obligations assumed by CONSULTANT in this Agreement; (4) broad form property damage liability; (5) personal injury liability endorsement, including death; and (6) automobile bodily injury and property damage insurance, including all owned, hired and non-owned equipment.
 - C. Professional Liability Insurance. Professional Liability Insurance protecting against liabilities arising out of or in connection with negligent acts, errors, or omissions of CONSULTANT and all of CONSULTANTS employees, subcontractors, consultants and other agency in connection with this Agreement, at a minimum amount of \$1,000,000 combined single limit coverage and \$1,000,000 aggregate, on a "claims made basis" with a continuation of coverage extension for liabilities for two years from the date the Services are substantially complete. Such professional liability policies shall include coverage for liability assumed by the CONSULTANT under this Agreement.

- D. Workers Compensation Insurance. Workers Compensation insurance, occupational disease insurance and employer's liability insurance shall be required with minimum limits as required by law, covering all workplaces involved in this Agreement.
- E. Policy Terms. Concurrently with execution of this Agreement, CONSULTANT shall provide CITY with Certificates of Insurance evidencing that CONSULTANT has obtained or maintains the insurance required by this Section 5.3. The Certificates shall be on forms acceptable to CITY. CONSULTANT shall also furnish CITY with original endorsements with the following documentation:
- Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after CITY shall have received written notification thereof from CONSULTANT by United States mail;
 - Providing that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, and include a "separation of insureds" or "severability" clause which treats each insured separately, except with respect to the limits of the insurer's liability (cross-liability endorsement);
 - Naming CITY, its City Council, boards, commissions, committees, officers, employees and agents as additional insureds ("Additional Insureds"); and
 - Providing that for any claims relating to CONSULTANT's services hereunder, CONSULTANT's insurance coverage shall be primary insurance with respect to CITY, its City Council, boards, commissions, committees, officers, employees and agents, and that any insurance or self-insurance maintained by CITY for itself, its City Council, boards, commissions, committees, officers, employees and agents shall be in excess of CONSULTANT's insurance and shall not be contributory with it.
 - It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverages requirements and/or limits shall be available to the Additional Insured, including but not limited to any umbrella or excess insurance. Furthermore, the requirements for coverage and limits shall be the greater of: (a) the minimum coverage and limits specified in this Agreement; or (b) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.
- F. Material Breach. If CONSULTANT fails to maintain insurance coverage or provided insurance documentation which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. CITY, at its sole option, may terminate this Agreement and obtain damages from CONSULTANT resulting from said breach. Alternatively, CITY may purchase the required insurance coverage, and without further notice to CONSULTANT, may deduct from sums due to CONSULTANT any premium costs advanced by CITY for such insurance. These remedies shall be in addition to any other remedies available to CITY.

ARTICLE 6 - NOTICES

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by facsimile or reputable overnight courier and shall be deemed received upon the earlier of: (1) if personally delivered, the date of delivery to the address of the person to receive such notice; (2) if delivered by Federal Express or other overnight courier for next business day delivery, the next business day; (3) if sent by facsimile, with the original sent on the same day by overnight courier, the date on which the facsimile is received, provided it is before 5:00 P.M. Pacific Time; or (4) if sent electronically, the date of delivery on the confirmed read receipt. Notice of change of address shall be given by written notice in the manner described in this Article 6. Rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice or communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as follows:

If to CITY: City Manager
 170 Santa Maria Avenue
 Pacifica, CA 94404
 Phone: (650) 738-7409
 Facsimile: (650) 359-6038
 Email: ltinfow@ci.pacifica.ca.us

If to CONSULTANT: _____

 Phone: _____
 Facsimile: _____

ARTICLE 7 - MISCELLANEOUS

- 7.1. **Entire Agreement.** This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by an amendment in writing signed by each party.

- 7.2. **No Assignment.** The Services are deemed unique and CONSULTANT shall not assign, transfer, subcontract or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of CITY. As limited by this Section 7.2, this Agreement is to be binding on the successors and assigns of the parties hereto.

- 7.3. **Severability.** If any part of this Agreement is determined to be unconstitutional, invalid or beyond the authority of either party, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that

the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.

- 7.4. **Counterparts.** This Agreement may be signed in counterparts and, when fully signed, such counterparts shall have the same effect as if signed in one document.
- 7.5. **Choice of Law.** This Agreement and all matters relating to it shall be governed by the laws of the State of California without reference to its choice of laws principles and venue shall be in the appropriate court in San Mateo County, California.
- 7.6. **Waiver.** No failure on the part of either Party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder. A waiver by either CITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other further breach.
- 7.7. **Mediation.** In the event the parties are unable to resolve a dispute arising under this Agreement through good faith negotiations, the parties agree to submit the matter to mediation with a mutually agreeable mediator. Prior to the mediation, the parties shall exchange any documents reasonably necessary to resolve the matter to be mediated.
- 7.8. **Attorney's Fees.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 7.9. **Interpretation.** In the event this Agreement is ever construed in any dispute between the parties, it and each of its provisions shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared jointly by the parties. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement.
- 7.10. **Authority.** Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CITY OF PACIFICA

By: _____
Lorie Tinfow, City Manager

Date _____

Approved As To Form

By: _____
Michelle Marchetta Kenyon, City Attorney

CONSULTANT

By: _____

Date _____

By: _____

Date _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
Compensation