



Request for Proposal
City Facilities Condition Assessment

City of Daly City
333 90th Street
Daly City, California 94015

Issued:

November 7, 2016

Proposal Due:

November 30, 2016

Contact:

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CITY INFORMATION

Incorporated in 1911, Daly City is the largest of 20 cities in San Mateo County, with a population of 106,562. Located on the southern border of San Francisco, the “Gateway to the Peninsula” covers approximately 7.66 square miles; and is one of the most population-dense cities in California, second after San Francisco.

The City operates under the Council-Manager form of government and is a General Law City under California statutes. The City of Daly City is a full service city, providing police, fire, streets and roadways, library, recreation, planning and zoning, and general administrative services to one of the most ethnically diverse populations in the nation. The City also operates a water utility and sanitation district.

PURPOSE OF THE REQUEST FOR PROPOSAL

The purpose of this RFP is to obtain comprehensive forensic building evaluations (architectural, structural, mechanical, electrical, and plumbing), and both short and long term recommendations for corrective actions to ensure building sustainability, budget estimates for the corrective work, and an estimated schedule for the completion of all recommended corrective work at City-owned facilities listed in Exhibit A.

QUALIFICATIONS OF CONSULTANT TEAM

PROJECT requires detailed inspections of all facilities as specified herein by architectural and engineering professionals or other equivalent facility assessment professionals, such as building surveyors to produce an accurate analysis that identifies visible and discernable (through non-destructive means) components and elements requiring maintenance or other planned action. Consultant must have a company office within the State of California and must include a professional cost estimator with similar work experience and local knowledge of cost rates.

SCOPE OF SERVICES

All services shall be performed in accordance with all applicable State and City regulations and ordinances, including, but not limited to, the Professional Engineers Act.

- 1) The Consultant shall schedule a site visit to meet with City representatives at each facility to be assessed.
- 2) The Consultant shall coordinate with City staff for access to buildings that require key access. Consultant shall work with the City to ensure the facility assessment does not interfere with normal operation of the facilities.

- 3) The Consultant shall prepare an electronic copy and submit three (3) hard copy reports with findings and deficiencies (including items that are out of compliance with building codes), photographs to document existing conditions, and cost estimates.
 - i) Building envelope, to include the condition of the outer shell of the building including paint, walls, doors and windows. Include assessment of the roof. (Areas identified as needing immediate attention should be listed as high priority).
 - ii) Structural integrity, including walls and foundation.
 - iii) Interior walls, ceilings, flooring and signage.
 - iv) Mechanical systems, HVAC, exhaust, ventilation, controls and instrumentation.
 - v) Electrical systems, both interior and exterior, including distribution and lighting.
 - vi) Plumbing systems, both interior and exterior.
 - vii) Elevator systems.
 - viii) Life Safety.
 - ix) Security.
 - x) Traffic/Pedestrian Safety.
 - xi) Americans with Disabilities Act (ADA) Accessibility.
 - xii) Preventative maintenance.
- 4) The Consultant shall assume that facility asset information is outdate/obsolete. The Consultant shall provide the City with updated facility asset information, including but not limited to make, model, and serial number.

FACILITY CONDITION ASSESSMENT

The Facility Condition Assessment (FCA) will consist of the following elements:

- A. Work Plan and Project Management
- B. On-Site Facility Condition Assessment and Analysis
- C. Report(s) and Presentation of Findings
- D. Preparation of Strategic Plan

A. Facility Condition Assessment Work Plan

The FCA will include 32 existing facilities that occupy an estimated 319,949 square feet. Refer to Exhibit B – Facilities Plan List for a list of building names, addresses, year built and gross square foot size, to be assessed.

Prior to the on-site facility condition assessment, CITY will provide CONSULTANT with existing asset information, copies of the building floor plans (where available), available maintenance history records, and facility contact information. CONSULTANT will develop a work plan that shall include a draft project memorandum addressing facility contacts to briefly explain the purpose of the assessment, project approach, including elements to be addressed in the assessment, and a proposed schedule of site visits for all facilities.

B. On-site Facility Condition Assessment and Analysis

A detailed on-site condition assessment will be conducted for each facility in the CITY's portfolio.

CONSULTANT shall identify all maintenance, repair, and replacement requirements for each facility. In addition, CONSULTANT shall identify recommended upgrades and improvements where applicable.

- CONSULTANT is responsible for the assessment of CITY-owned facilities, such as buildings, structures, and utilities (and their integral components/systems).
- Assessment shall include both component-level and system-level inspection methods. The CONSULTANT shall perform visual assessment of all architectural, structural, mechanical, plumbing and electrical components/systems of each facility. CONSULTANT shall identify and report all component/systems deficiencies and recommended upgrades and improvements.
- CONSULTANT shall evaluate each asset to determine whether there is sufficient evidence to warrant complete replacement of the system, or if repairing only portions of the system is preferable. For example: an assessment may indicate the need to replace all the windows in a facility, instead of repairing various windows throughout the facility; or that electrical capacity needs to be increased to meet the current and anticipated future needs at a facility.
- The CONSULTANT shall inventory the maintainable equipment within each building and collect information to be entered into a structured spreadsheet to be mapped to the CITY's computerized maintenance management system (CMMS). The current CMMS utilized by the CITY is Lucity. Equipment data to be collected shall include equipment type, manufacturer, model number, serial number, capacity, installation date, location, function and area served. Equipment to be inventoried shall include any and all boilers, chillers, cooling towers, air handling units, packaged Heating, Ventilation and Air-Conditioning (HVAC) units, condenser units, major exhaust equipment, pumps, compressors, elevators, fire alarm panels/systems, intrusion alarm panels/systems, electrical service equipment, generators, automated door systems, automatic gates and commercial overhead doors.
- Assessment shall include entering accessible crawl spaces and attic spaces. Crawl spaces and attic spaces which have suspected environmental hazards will not be entered until the type of contamination has been identified or under a separate contract. Information regarding areas of known contamination will be provided to the CONSULTANT at the commencement of the on-site assessment or as it becomes available.

- Items that are considered urgent (endangering life and/or property, etc.) shall be noted on the assessment reports and immediately brought to the CITY's attention.
- If the visual inspection of a component indicates the need for an in-depth study, analysis, or specialized inspection, the cost of the recommended specialized inspection shall be included in the report.
- Assessment shall be structured and include all necessary information to assign an industry standard building system classification such as ASTM Uniformat II Level 4.

The FCA shall focus on the following Building elements:

- Substructure – foundations, basement construction
- Exterior Systems - roofs, roof openings and roofing, walls, window systems, doors
- Interior Construction and Finishes – ceilings, walls, partitions, doors, flooring, visible structural components, finishes, stairs and stair construction
- Heating, Ventilation and Air Conditioning
- Plumbing – fixtures, distribution, sanitary systems, storm drainage
- Electrical – service & distribution, lighting, wiring
- Fire and Life Safety – sprinkler systems, stand-pipe & hose, fire protection specialties, fire alarm and smoke detection systems
- Special Electrical Systems - emergency power, telecommunications, security, AV
- Vertical Transportation
- Other Equipment or Specialized Use – kitchens, for example

CONSULTANT shall evaluate the information generated from the condition assessment data to determine trends and comparisons.

CONSULTANT shall provide an expanded evaluation and analysis providing projections and analyses for the following areas:

- Deficiency costs summarized by building system across all facilities.
- Deficiency costs summarized by Priority across all facilities.
- Deficiency costs summarized by Category type across all facilities.
- Calculation of the Facility Condition Index (FCI) for each facility
- Multi-year annual expenditure forecast for each facility.

CONSULTANT shall utilize life cycle analysis to develop component renewal costs. Evaluate building components based on individual life cycles, determined by evaluation of the age and condition. The renewal cost for the components shall be computed and identified by renewal year. CONSULTANT shall report the life cycle costs at the component-level, and building-level, and will provide a grand total for the CITY's Schedule of Facilities.

Prioritization/Categorization/Classification of Assessment Data

Each deficiency and project shall include the following decision making classifications prioritizing each action according to its criticality and classification type:

DEFICIENCY PRIORITIES

Each deficiency identified in the field assessment shall be prioritized in the following manner:

Priority 1 Currently Critical

Conditions in this category require immediate action to:

- (a) Correct a cited safety hazard
- (b) Stop accelerated deterioration
- (c) Return equipment to operation

Priority 2 Potentially Critical

Conditions in this category, if not corrected expeditiously, will become critical within a year.

- (a) intermittent operations
- (b) rapid deterioration
- (c) potential life safety hazards

Priority 3 Necessary - Not Yet Critical

Conditions in this category require appropriate attention to preclude predictable deterioration or potential downtime and the associated damage or higher costs if deferred further.

DEFICIENCY CATEGORIES

Each deficiency identified in the field assessment shall be classified in the following manner:

Category 1 - Deferred Maintenance

Maintenance that is unscheduled and/or has been deferred or equipment that is past its useful life, resulting in need for immediate repair or replacement.

Category 2 - Scheduled Maintenance

Maintenance planned and performed on a regular schedule to maintain and preserve the condition.

Category 3 - Capital Renewal

Planned replacement of building systems that have reached the end of their useful life.

Category 4 - Energy & Sustainability

Repair or replacement of equipment or systems is recommended to improve energy and sustainability performance.

Category 5 - Security

System requires replacement due to a security risk or requirement.

Multi-Year Expenditure Plan

CONSULTANT shall develop a multi-year expenditure plan, schedule of all deficiencies and actions required to maintain and repair facilities, including projects developed during the analysis of facility condition information, unconstrained by available funding limitations.

Facility Condition Index

CONSULTANT's analysis shall include the calculation of the Facility Condition Index (FCI), the ratio of the cost of existing maintenance and repair backlog to the current replacement value, for each building in the CITY's Schedule of Facilities.

C. FACILITY CONDITION ASSESSMENT REPORT(S) AND PRESENTATION OF FINDINGS

Using the data collected during the on-site inspection, condition assessment, and analysis phase, the CONSULTANT shall provide a separate report for each facility.

CONSULTANT shall present the findings through reports, graphs, and charts. Use charts and graphs to provide a visual representation of the condition assessment data in order to assist CITY in understanding the scope of the funding needs.

REPORTING CAPABILITIES

The condition assessment report for each facility will contain the following components:

1.0 Executive Summary

An executive summary containing:

- Deficiency costs summarized by building system;
- Deficiency costs summarized by Priority;
- Deficiency costs summarized by Category type;
- Calculation of the Facility Condition Index (FCI); and
- Multi-year annual expenditure forecast.

2.0 Asset Description and Condition

A detailed description of building assets and equipment describing the observed conditions and deficiency causes, and providing recommendations to correct any deficiency.

3.0 Asset Inventory

An inventory of the information provided and collected for each asset. CONSULTANT shall provide separate Excel files of equipment in a flat file format to upload into CITY's CMMS (Lucity).

4.0 Photographs

Provide digital photographs for each facility and piece of equipment inventoried. Exterior photographs will be used for campus identification and documentation of structural problems, major site deficiencies or special conditions. Interior photographs will be used to document critical or unusual conditions. Photographs may be used to explain and/or justify the prioritization of corrective actions.

5.0 Expenditure Forecast

A schedule of annual forecast expenditures itemizing each deficiency against each ASTM Uniformat II asset classification of the total cost for the actions required to correct the deficiencies for each facility by building system.

SUMMARY REPORT AND PRESENTATION OF FINDINGS

CONSULTANT shall prepare a Summary Report aggregating the results of the individual building reports to provide a City-wide overview. Report shall include a summary of information providing for each facility:

- Deficiency costs summarized by building system across all facilities;
- Deficiency costs summarized by Priority across all facilities;
- Deficiency costs summarized by Category type across all facilities;
- Calculation of an aggregated City-wide Facility Condition Index (FCI); and
- Multi-year annual expenditure forecast across all facilities.

CONSULTANT shall present findings in a meeting of the CITY's Executive Team.

D. STRATEGIC PLAN

CONSULTANT shall develop a strategic plan to assist CITY with decision-making for the best use of facility funds. CONSULTANT shall work closely with the CITY to investigate potential opportunities to accomplish corrective actions through alternative means, such as construction, renovation and alteration projects. CITY shall provide projected financial resource availability for the plan.

TENTATIVE SCHEDULE OF EVENTS

| <u>Events</u> | <u>Target Dates</u> |
|-------------------------------------|-----------------------------------|
| A. Release of Request for Proposals | November 7, 2016 |
| B. Proposal due date | November 30, 2016 |
| C. Staff reviews of proposals | December 1, 2016-January 13, 2017 |
| D. Identify the top consultants | January 18, 2017 |
| E. Consultant Interviews | January 23-27, 2017 |
| F. Award Contract | February 27, 2017 |

NUMBER OF COPIES & RESPONSE DATE, TIME, LOCATION

One PDF copy on CD or flash drive and **FOUR** hard copies with divider tabs for each section of material must be submitted. **All copies of the proposal must be received, no later than 1:00 P.M. Pacific Standard Time, on November 30, 2016.** Any proposal received after the proposal due date will be eliminated from consideration and returned to the consultant unopened. The proposal must be delivered to the City of Daly City at the City Clerk's Office, City Hall, 333 - 90th Street, Daly City, California 94015 in a **sealed package and clearly marked** on the outside of the packaging with the words: ***“City Facilities Condition Assessment”***.

FEE PROPOSAL

Submit a separate sealed fee proposal, including a statement of cost breakdown associated with each of the tasks.

The following scope of services is provided to inform consultants of the anticipated scope of services for which the selected CONSULTANT or CONSULTANTS will enter into negotiations with the City. The CONSULTANT(s) selected will report to the City's Superintendent and Facilities Supervisor and will provide or oversee all services and/or disciplines required to complete the Project. The CONSULTANT will need to interface with the City, and potentially other City Consultants, utility companies, and other groups to complete the project.

CITY CONTACT INFORMATION

All inquiries regarding this RFP must be directed to Sibely Calles, Management Analyst. Consultants are prohibited from contacting other City staff or elected officials regarding this RFP except as specifically set forth in this Request for Proposal. Failure to comply with this provision will result in rejection of your proposal.

Sibely Calles
Management Analyst
Department of Public Works
City of Daly City
333 90th Street
Daly City, California 94015

Telephone: 650-991-8054
Fax: 650-991-8010
Email: scalles@dalycity.org

PROPOSAL REVIEW

All documents submitted as part of the consultants' proposal are deemed confidential during the evaluation process. During the evaluation process, consultant proposals will only be available for review by Daly City staff. There shall be no disclosure of any consultant information to a competing consultant prior to award of the contract. All applicable information will be subject to public disclosure in accordance with the Freedom of Information Act at award of contract, cancellation of this RFP, or within 365 days after the proposal was received, whichever shall occur first.

EVALUATIONS AND SELECTION

Evaluations of the proposals are to be completed within 60 days after receipt. An evaluation team will evaluate proposals on a variety of quantitative and qualitative criteria including field reviews of comparable municipal installation(s). The proposals selected shall provide the most cost-effective approach that meets the stated requirements. The lowest-priced proposal will not necessarily be selected.

Prior to final contract execution, the consultant will be required to submit an affidavit stating it has not modified or deleted the original content of this RFP.

The City of Daly City may award based on initial proposals received, without discussion of such proposals.

COSTS INCURRED BY CONSULTANT

The consultant will be responsible for all costs incurred preparing and submitting a proposal and demonstrations. Proposals should be prepared simply and economically, providing a straightforward, concise description of the consultant's capabilities to satisfy the requirements of the proposal.

RIGHT OF REFUSAL OR AWARD

The City of Daly City reserves the right to reject all RFP's in their entirety, select certain application software modules from specific consultants who submitted proposals. The City does not intend to enter into an agreement solely based on a submitted proposal or otherwise pay for the information solicited or obtained. The City of Daly City reserves the right to award the contract in any manner deemed in the best interest of its residents. Noncompliance with any condition of this RFP may result in consultant disqualification.

The City of Daly City reserves the right to:

- a) Reject any or all proposals, or to make no award
- b) Require mutually agreed modifications to the initial proposals
- c) Make partial or multiple awards

PROPOSAL PRICE GUARANTEE

The content of each consultant's proposal to Daly City, including technical specifications for any equipment, shall remain valid for a minimum of 120 calendar days from the proposal due date.

PROFESSIONAL SERVICES AGREEMENT

Attached please find Daly City's Standard Professional Services Agreement (Exhibit A) which is expected to be executed with the selected consultant. Any edits or amendments to this agreement must be provided and are subject to review and negotiation by the Office of the City Attorney.

EXHIBIT A – PROFESSIONAL STANDARD AGREEMENT

Name of City Project: _____

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the ___ day of _____, 20___, by and between the City of Daly City ("City") and _____, ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special and/or professional services which will be required by this Agreement; and

B. Consultant possesses the skill, experience, ability, background, licenses, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner:

[Insert description of services to be provided]

OR

"Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time."

Consultant agrees to perform all the services as set forth as Scope of Services in Exhibit A. Exhibit A either shall be as prepared and enclosed by the City or similar Exhibit prepared and enclosed by Consultant and approved by the City.

Scope of services shall include land surveying, architectural, civil, mechanical and electrical engineering; geotechnical engineering, landscape and irrigation design; space usage analysis; and any additional services specified in Exhibit A, or otherwise required to complete design and construction bid documents for a complete and functional project. As specified in Exhibit A, a minimum of ___ alternate designs per site with aesthetic and/or cost variations shall be provided in the Conceptual Design Phase for City review and selection. The Consultant's work product and deliverables for each phase of work shall become the property of the CITY to do with as it wishes upon request by the City or termination of Agreement, whichever is earlier. Consultant shall deliver to City all documents prepared to that date, within five (5) calendar days after notification by the City of such request or termination.

- A. Bid Documents. The City will rely on Consultant's expertise and expects Consultant to produce design and construction bid documents which will allow the City to complete fully functional improvements through a public construction bidding process as cost effectively as possible and in compliance with the City's design intent and applicable regulations. To further this goal, during the Preliminary Design Phase the Consultant shall prepare a construction cost estimate for each of various design alternates for City approval. Upon CITY approval, a construction cost estimate plus a 7.5% contingency shall be finalized and defined as the "Maximum Construction Budget". No subsequent estimate with contingency submitted by the Consultant shall exceed the "Maximum Construction Budget". If any subsequent construction estimates or bids are received by the City that exceed the "Maximum Construction Budget", the City has the option either to accept the excessive estimate or bids or to require the Consultant, without additional cost to the City, to revise the Construction Bid Documents until a bona fide bid is received by the City that is equal to, or less than the "Maximum Construction Budget". Liquidated damages also can be incurred for delayed completion of plans and specifications caused by the need to redesign and/or rebid. If the City awards a contract in excess of the "Maximum Construction Budget", the Consultant will not be paid additional fees for services directly attributable to the cost of construction work in excess of the "Maximum Construction Budget" unless such services were requested by the City as an additional service.

To bring the project to within the "Maximum Construction Budget", the Consultant shall be permitted, upon review and approval by the City to: modify the design; revise materials, equipment, component systems and types of construction as are required to be included in the revised Contract Documents;

make reasonable adjustments in the scope of the project; and include in the Contract Documents alternate bids to adjust the Construction Cost. Any changes shall provide improvements compatible with City approved design concepts.

B. Drawings and Specifications. All drawings and specifications shall be furnished to the City on compact disks compatible with the City's computer hardware and software. Drawing file format shall be in City's current AutoCad Format. Specification text shall be in CSI format and shall be in CITY'S current MS Word format. All "hard copy" drawings shall meet City criteria for lettering, drafting, legends, etc. Drawings shall be 24" x 36" in size. When submittals are made to the City for its review, six (6) copies of each document shall be provided. The Consultant will be required to attend scheduled progress meetings throughout the design process as determined by the City. Indication of the Consultant's provision for such meetings shall be included in Exhibit A.

C. City to Supply. The City will provide the following:

- i. Any available survey data and record drawings for proposed Construction areas.
- ii. A copy of the City's General Conditions, Standard Plans and Specifications.
- iii. Coordination of City plan review.
- iv. Reproduction and binding of construction documents, including preparation and inclusion of Notice Inviting Bids, Proposal Requirements and Instruction to Bidders, and all required Proposal and Bond forms, exclusive of Bid Schedule. Preparation of the Bid Schedule shall be the responsibility of the Consultant.

2. Time/Schedule of Performance. The services of Consultant are to commence upon execution of this Agreement and upon receipt of notification from City, and shall continue until all authorized work is approved by the City. All such work shall be completed no later than as set forth in Exhibit B. City will be kept informed as to the progress of work by written report, as submitted with progress payment invoices.

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or other events beyond the control of either the City or Consultant.

Consultant shall commence work immediately upon receipt of a notification from City. Consultant shall complete all the work and deliver to City all project related files, records, and materials after completion of all of Consultant's activities required under this Agreement.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit C, which is attached hereto and incorporated herein by reference. Exhibit C shall include the task by task breakdown of fees, with indication of associated personnel and personnel hours. In no event shall Consultant's compensation exceed without additional authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

- A. Consultant's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by Consultant and used in carrying out or completing the work.
- B. As each payment is due, a statement describing the services performed shall be submitted to City by Consultant. Each statement shall include a task by task indication of personnel usage and rates that are in conformance with those indicated in Exhibits A and C for City review. Subject to said review, City will approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by City, less retention. The retention will be ten percent (10%) of each payment, and final payment. Payment of the undisputed amount of retention will be made to Consultant by City thirty-five (35) calendar days after completion and acceptance of all services required under this Agreement.
- C. Payments are due upon receipt of written invoices. City shall have the right to receive, upon request, documentation substantiating charges billed to City. City shall have the right to perform an audit of the Consultant's relevant records pertaining to the charges.

D. Payment for any phase of work is based upon receipt of specified documents and/or other specified deliverable items or services. Failure to provide deliverables that are complete in content and details, or meet a given deadline at the time specified in Exhibit B will result in the withholding of payment of said deliverables and services until furnished. Additionally, Consultant can be assessed Two Hundred and Fifty Dollars (\$250.00) per calendar day for each day of delay in furnishing specified deliverables and/or services in conformance with Exhibit B.

4. Prosecution of Work. Consultant will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the City.

Consultant shall continuously maintain on the project, until project completion, a competent project manager and project team, including any required subconsultants. Project manager shall be an engineer currently licensed, and in good standing with the State of California. Project manager and team shall be employees of, and/or representatives of Consultant. Project manager and team, including subconsultants shall not be replaced without prior written consent of the City. Approval by the City of removal of project personnel shall not relieve Consultant of any obligations under the Agreement. For work under this Agreement, the project team shall be as indicated in Exhibit D.

5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City. The City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

6. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any

investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- A. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- B. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

8. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

9. Indemnity. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant and Consultant's sureties agree to defend (with legal counsel acceptable to the City), indemnify and hold harmless the City, its officers, agents, officials, representatives, employees and volunteers (collectively "Indemnitees") from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are arise out of the sole negligence, active negligence, or willful misconduct of Indemnitee.

Acceptance by the City of the work performed under this Agreement does not operate as a release of Consultant from such professional responsibility for the work performed pursuant to this Agreement.

The duty of Consultant and its sureties to indemnify and hold harmless as set forth above, shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require the Consultant to indemnify the City, its subsidiary districts, its officers, agents or employees against any responsibility for liability in contravention of Section 2782 of the California Civil Code. To the extent there is an obligation to indemnify under this Section, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

Consultant and its sureties expressly and specifically agree to waive any and all subrogation rights it may have against the City, its subsidiary districts, officers or employees. Indemnification and waiver of subrogation contained in this section shall remain operative and in full force and effect regardless of any termination of this Agreement.

10. Insurance Requirements.

- A. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.
 - i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

[If the Consultant does not have any employees, add the following to the end of subparagraph i.: "This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption

from Workers' Compensation Insurance" which is attached hereto as Exhibit __.]

- ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

Any deductible shall not exceed \$50,000 per claim without prior City approval. Notice of Cancellation or non-renewal must be received by the City's Department of Public Works at least thirty (30) days prior to such change.

B. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language containing the following specific components:

- i. The insurance policy number.
- ii. A statement that includes the following language: *"The City of Daly City, including its officers, officials, employees, and volunteers, are insureds"*
- iii. A statement that includes the following language:
"The insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it."
- iv. A statement that includes the following language:
"The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City."

CG 20 10 11 85 Form is preferred for the General Liability additional insured Endorsement, but alternative endorsements may, for good cause, be substituted with prior approval by the City. The City can consider accepting either a CG 20 10 10 01 or a CG 20 33 10 01 (or some form specific that has identical wording) as long as the form is accompanied by a CG 20 37 10 01.

Policies that include endorsement numbers CG 22 94 10 01 and/or CG 22 95 10 01, or have the endorsement wording written into the policy **DO NOT** satisfy the City's insurance requirements, and **WILL NOT** be accepted.

- C. The City will accept strike out of the words "endeavor to" and everything after, "...certificate holder named to the left," on the Certificate of Insurance in lieu of cancellation language on an endorsement.
- D. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
- E. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.
- F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- G. Certificates of Insurance and Endorsements. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

11. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

12. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Daly City business license.

13. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of San Mateo, California.

lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

17. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

18. 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.

19. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

20. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

21. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any

obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

22. Responsibility and Liability for Subconsultants and Subcontractors. Approval of or by City shall not constitute nor be deemed a release of responsibility and liability of Consultant or its subconsultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings, specifications or other documents prepared by Consultant or its subconsultants and/or subcontractors.

23. Termination. City may give ten (10) days written notice to Consultant, terminating this contract in whole or in part at any time, either for City's convenience or because of the failure of Consultant to fulfill its contractual obligations or because of Consultant's change of its assigned personnel on the project without prior City approval. Upon receipt of such notice, Consultant shall:

- A. Immediately discontinue all services affected (unless the notice directs otherwise); and
- B. Deliver to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by Consultant in performing work under this Agreement, whether completed or in process.
 - i. If termination is for the convenience of City, an equitable adjustment in the Agreement price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
 - ii. If the termination is due to the failure of Consultant to fulfill its Agreement, City may take over the work and prosecute the same to completion by contract or otherwise. In such case, Consultant shall be liable to City for any reasonable additional cost occasioned to the City thereby.

If, after notice of termination for failure to fulfill Agreement obligations, it is determined that Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the City.

In such event, adjustment in the contract price shall be made as provided in Paragraph B of this section.

The rights and remedies of the City provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

24. Non-Discrimination.

- A. Consultant, with regard to the work performed by it under this Agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, disability or age in the retention of subconsultants, including procurement of materials and leases of equipment.
- B. Consultant shall take affirmative action to insure that applicants for employment, and employees, are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- C. Consultant shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- D. Consultant shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- E. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.
- F. Consultant shall incorporate the foregoing requirements of this section in all subconsultants agreement hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF DALY CITY

CONSULTANT:

By: _____

Patricia E. Martel

City Manager

Title: _____

Business License # _____

APPROVED AS TO FORM:

ATTEST:

Rose Zimmerman

K. Annette Hipona

City Attorney

City Clerk

Attachments:Exhibit A **[Insert title]**

Exhibit B **[Insert title]**

Exhibit C **[Insert title]**

Exhibit D **[Insert title]**

Revised: 10/11/06

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this ____ day of _____, 20____, at Daly City, California.

[Add Consultant's name and title]

EXHIBIT B – LIST OF FACILITIES

| Reference Number | Building Name | Address | Year Built | Area (Sq/ft) | Number of Floors |
|--------------------------------|--------------------------------------|-------------------|-------------------|---------------------|-------------------------|
| <u>Bayshore</u> | | | | | |
| 1 | Bayshore Community Center & Library | 450 Martin St | 2006 | 26,000 | 3 |
| 2 | Lawson Hall | 125 Accacia St | 1915 | 4,400 | 2 |
| <u>Civic Center</u> | | | | | |
| 3 | City Hall | 333 90th St | 1967 | 65,000 | 3 |
| 4 | Imagination Station | 280 92nd St | 2000 | 4,600 | 1 |
| 5 | 204 92nd St | 204 92nd St | 1949 | 1,000 | 2 |
| <u>Corporation Yard</u> | | | | | |
| 6 | PW Maintenance Administration | 792 Niantic Ave | 1962 | 4,042 | 1 |
| 7 | Electrical Storage | 794 Niantic Ave | 1970 | 887 | 1 |
| 8 | Parks Maintenance | 794 Niantic Ave | 2001 | 13,190 | 2 |
| 9 | Facilities Maintenance | 501 Citrus Ave | 1940 | 8,234 | 1 |
| 10 | Motor Vehicles Maintenance | 798a Niantic Ave | 1970 | 5,085 | 1 |
| 11 | Streets Maintenance | 798b Niantic Ave | 1960 | 8,410 | 1 |
| 12 | Electrical/Sign/Tire Shops | 798c Niantic Ave | 1970 | 887 | 1 |
| <u>Gellert Park</u> | | | | | |
| 13 | Serramonte Library | 40 Wembley Dr | 1975 | 16,000 | 1 |
| 14 | Gellert Park Clubhouse | 50 Wembley Dr | 1974 | 3,784 | 1 |
| <u>Hillside</u> | | | | | |
| 15 | Hillside Park Clubhouse | 222 Lausanne St | 2003 | 1,200 | 1 |
| 16 | Teglia Community Center | 285 Abbot St | 1989 | 3,000 | 1 |
| <u>Lincoln Park</u> | | | | | |
| 17 | Lincoln Park Community Center | 901 Brunswick St | 2003 | 5,600 | 1 |
| <u>Marchbank Park</u> | | | | | |
| 18 | Marchbank Clubhouse | 10 S Parkview Ave | 2002 | 1,200 | 1 |
| 19 | Marchbank Park Restrooms/Concessions | 10 N Parkview Ave | 2002 | 400 | 1 |
| <u>Westmoor Park</u> | | | | | |
| 20 | Westmoor Park Clubhouse | 123 Edgemont Dr | 1957 | 2,000 | 1 |

| | | | | | |
|----------------------------|---|-----------------|------|--------|---|
| <u>War Memorial</u> | | | | | |
| 21 | War Memorial Community Center & John Daly Library | 6655 Mission St | 2007 | 39,500 | 2 |

| | | | | | |
|-----------------------------|---------------------------------|----------------------|------|--------|---|
| <u>Westlake Park</u> | | | | | |
| 22 | Larcombe Clubhouse | 99 Lake Merced Blvd | 1955 | 2,950 | 1 |
| 23 | Westlake Community Center & Gym | 145 Lake Merced Blvd | 1973 | 20,000 | 1 |
| 24 | Doelger Senior Center | 101 Lake Merced Blvd | 1957 | 30,000 | 1 |

| | | | | | |
|------------------------|------------------|-------------------|------|--------|---|
| <u>Westlake</u> | | | | | |
| 25 | Westlake Library | 275 Southgate Ave | 1998 | 11,500 | 1 |

| | | | | | |
|-----------------------------|--|----------------------|------|--------|---|
| <u>Fire Stations</u> | | | | | |
| 26 | Fire Station 91 | 151 Lake Merced Blvd | 1951 | 6,448 | 1 |
| 27 | Fire Station 92 | 18 Bepler St | 2004 | 7,600 | 2 |
| 28 | Fire Station 93 | 464 Martin St | 1996 | 6,400 | 2 |
| 29 | Fire Station 94 & NCFA Administration | 444 Gellert Blvd | 1973 | 10,780 | 2 |
| 30 | Fire Station 95 | 191 Edgemont Dr | 1960 | 9,092 | 2 |
| 31 | Detached Garage/Storage | 191 Edgemont Dr | 1970 | 200 | 1 |
| 32 | North Peninsula Food Pantry (Former Post Office) | 31 Bepler St | 1920 | 960 | 1 |

Other Properties:

| Reference Number | Building Name | Address | Year Built | Area (Sq/ft) | Number of Floors |
|--------------------------------|---|--------------------------|------------|--------------|------------------|
| <u>Other Properties</u> | | | | | |
| 33 | Former Bayshore Library (Successor Agency) | 2960 Geneva Ave | 1920 | 1,824 | 1 |
| 34 | Former Fire Station 93 Site (Vacant - Successor Agency) | Geneva Ave & Schwerin St | | 6,000 | 0 |
| 35 | Daly City History Museum (Former John Daly Library) | 6351 Mission St | 1936 | 2,000 | 1 |