

CITY OF CARPINTERIA

REQUEST FOR PROPOSAL

TO PROVIDE

BUILDING PLAN CHECK AND INSPECTION STAFF AUGMENTATION SERVICES



SEPTEMBER 2023

Proposals are due to the Community Development Director
by 4:00 p.m., Friday, October 13, 2023, at:

City of Carpinteria
Community Development Department
Nick Bobroff, Director
Email: NickB@CarpinteriaCA.gov

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INTRODUCTION

The City of Carpinteria (City) Community Development Department is requesting proposals from qualified firms to provide building plan check and inspection staff augmentation services on an as-needed basis for the Building & Safety and Code Compliance Divisions. The consulting services will be administered by the Building & Safety Division and under the general supervision of the Community Development Director. The general scope of services includes staff augmenting the Chief Building Inspector / Plans Examiner in performing examination of plans, calculations, specifications, and reports for residential and commercial building (plumbing, mechanical, electrical, energy, green, structural, architectural, and accessibility) and code compliance inspection thereof.

The City is seeking a consulting agreement for an initial term of one (1) year with one-year (1-year) extension periods at the option of the City. Compensation of the services is contemplated to be a mutually agreed upon hourly rate fee structure for only the services rendered. The award of the consulting agreement will be made to the most qualified firm(s) based on the responsiveness to this Request for Proposal (RFP).

ATTENTION: Any person, firm, or subsidiary thereof who is currently providing any other consulting services other than provided for the City on any project within the City's boundary (i.e. City limits), Planning Area Boundary, or Sphere of Influence must disclose the nature of those consulting services as part of any agreement resulting from this RFP. For information on the City's boundary, Planning Area Boundary, and Sphere of Influence, attention is directed to the *City of Carpinteria General Plan/Local Coastal Land Use Plan & Environmental Impact Report* (dated April 2003) which can be viewed at https://carpinteriaca.gov/wp-content/uploads/2020/03/cd_General-Plan.pdf.

The City implemented an Environmental Purchasing Policy, and the City encourages other businesses to adhere to similar principles (City Council Resolution No. 5686. Adopted July 25, 2016).

PROPOSAL SUBMISSION INSTRUCTIONS

Submit one (1) original proposal to the place and by the date and time stated on the cover of this RFP. The proposal shall be by electronic mail (email) to the address listed on the cover page with the subject line as follows:

“Building Plan Check and Inspection Staff Augmentation Services Proposal”

The name and address of the firm shall appear in the body of the email.

Proposal in the form of telephone calls, or facsimiles will not be accepted. The City does not recognize the U.S. Postal Service, UPS, FedEx, or other carriers in determining the date and time the proposal was received.

The City will not be responsible for proposals that are delinquent, lost, incorrectly marked, or sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City. LATE PROPOSALS WILL NOT BE ACCEPTED.

Questions

All questions regarding this RFP must be submitted via email to the following contact:

Dan Chepley
Chief Building Inspector / Plans Examiner
City of Carpinteria
Building & Safety Division
Community Development Department
danc@carpinteriaca.gov

Questions must be submitted at least four (4) days before the proposal deadline. Questions submitted after this time will not be responded to.

SCOPE OF SERVICES

The Consultant shall furnish all materials, labor, supervision, and equipment necessary to perform all work required for the consulting services in the City of Carpinteria in accordance with federal, state, and local laws, rules, and regulations. The services to be provided include those listed below. The services include specific tasks as well as goals, which are expected to be reached.

- Provide Plans Examiner Services. This service shall consist of providing a Plans Examiner. The essential duties of the Plans Examiner include the following:
 - Plan check plans, calculations, specifications, and reports for residential and commercial building, plumbing, mechanical, electrical, energy, green, structural, architectural, and

accessibility. The maximum time for initial plan check is twenty (20) working days excluding transit time to and from City Hall. The maximum time for subsequent plan checks is ten (10) working days excluding transit time to and from City Hall. Coordinate with the review of engineering plans and soils engineering and engineering geology reports.

- Prepare Plans Examiner's Report of plan check comments including providing recommendations of conditions of approval and/or mitigation measures.
- Participation as needed in meetings of City staff, Architectural Review Board, Planning Commission, City Council, and other meetings related to the private land development project.

This service shall not include the plan check of engineering plans, soils engineering and engineering geology reports. The City administers separate agreements for the review of engineering plans, soils engineering and engineering geology reports.

The Plans Examiner must be certified as a California Building Plans Examiner. This is a criterion of the selection process.

- Provide Building Code Compliance Inspection Services. This service shall consist of providing a Building Code Compliance Inspector. The essential duties of the Building Code Compliance Inspector include the following:
 - Conduct residential and commercial building, electrical, mechanical, and plumbing inspections.
 - Provide inspection and documentation support for Code Compliance Division on code violation inspections.
 - Monitor the contractor's operations.
 - Keep City staff informed of work progress and problems.
 - Prepare daily reports including complete, accurate, and concise records of the work.
 - Act as the City liaison.
 - Ensure the contractor complies with all code requirements, permits, and approvals.
 - Monitor required tests to assure work quality in conformance with the plans, specifications, and City standards.
 - Respond to any contractor questions about plans and specifications.
 - Work effectively by knowing construction methods and inspection techniques.

This service shall not include the inspection of engineering plans, soils engineering and engineering geology reports. The City administers separate agreements for the inspection of engineering plans, soils engineering and engineering geology reports.

Building Code Compliance Inspector must be certified as a Combination Building Inspector. This is a criterion of the selection process.

- Provide Certified Access Specialist (CAsp) Services. This service shall consist of providing a CAsp. The essential duties of the CAsp include the following:
 - Inspect accessibility of constructed facilities.
 - Prepare CAsp Inspection Reports in accordance with the Construction-Related Accessibility Standards Compliance Act (CRASCA, Civil Code § 55.51-55.545). A Disability Access Inspection Certificate shall be issued with the CAsp Inspection Report.

PROPOSAL REQUIREMENTS

The proposal shall demonstrate the qualifications, competence, and capacity of the Consultant to provide the services in accordance with the requirements of this RFP. The proposal shall specify an approach that will meet the RFP requirements.

The proposal shall contain the information as set forth in this section. Failure to include this information, or an incomplete response, may be cause for disqualification. The proposals will be used to evaluate and select the most qualified firm or firms.

The proposal shall include the following information as a minimum:

- Transmittal cover letter signed by the person or persons authorized to represent the firm.
- Executive summary.
- The firm's name, background, and contact person, including corporate office and local office address, city, state, zip code, telephone number, facsimile number, web site address, and electronic mail address.
- All existing and past financial relationships including agreements between your firm and proposed sub-consultants, with current Members of the City Council and City staff, and entities for which said members are employed, or have an interest, both past and present. If there are none, the proposal shall clearly state this. The Members of the City Council can be viewed at: <http://carpinteria.ca.us/citycouncil/index.shtml>.
- Descriptions of the proposed service organization, and specific experience and capabilities of the personnel related to the scope of services. Include licenses and affiliations. Résumés for personnel shall be included and attached separately in an appendix to the proposal. Copies of résumés will not count as part of the page limitation.
- A brief explanation of why the firm is best-suited to provide these services, and why participation will make its services successful. The firm's related experience, qualifications, expertise, experience, areas of specialization, and government contracts shall be stated. Provide contact names and phone numbers for at least three (3) relevant contracts listed that will serve as references.
- A summary of the firm's approach to the services. Address the scope of services as presented, but include other approaches, items, or considerations; or exceptions and additions. The approach should demonstrate a thorough understanding of the issues that may be anticipated in the services.
- The proposal shall be a maximum of twenty (20) pages and double-sided on recycled content paper.
- A proposal may be amended only if the City receives such amendment before the deadline stated herein for receiving proposals.

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

▪ **INSURANCE REQUIREMENTS**

Insurance shall be obtained and maintained at all times during the term of the agreement, and not less than the following coverage and limits of insurance under forms of policies satisfactory to the City:

- Commercial General Liability, limit \$1,000,000 per occurrence to cover bodily injury and property damage.
- Commercial Automobile Liability, limit \$1,000,000 per occurrence to cover bodily injury and property damage.
- Workers' Compensation Insurance, Statutory Limits of State of California, including \$1,000,000 Employers' Liability.
- Professional Liability (errors and omissions) in the amount of \$1,000,000 per occurrence/\$2,000,000 policy aggregate.

Proof of insurance shall be submitted before award of the agreement. The insurance company shall be an admitted carrier in the State of California with an A.M. Best rating of A-IV or better.

All insurance required pursuant to the agreement shall name the City, its employees, city council members, officers, and agents as additional insureds.

- Specific provisions for insurance are set forth in the enclosed agreement template.

EVALUATION CRITERIA

From the proposals received, the City will select the three (3) highest rated firms. Evaluation of the proposals will be based on the following criteria:

1. The Consultant's qualifications and ability to perform the work as outlined above based on information provided by the Consultant and client references. [25 Points]
2. The Consultant's key personnel and sub-consultant's qualifications, knowledge of local conditions and ability to perform the work as outlined in the RFP, based on information provided by the Consultant. [25 Points]
3. The Consultant's responsiveness and availability to City staff, and the ability of the Consultant's key personnel to effectively and efficiently complete a project. [20 Points]
4. The Consultant's understanding of the Project as demonstrated by its approach, the proposal's responsiveness to the RFP and project needs, and its demonstrated ability to meet the Project schedule. [20 Points]
5. Based on client references, the Consultant's performance on similar projects. [10 Points]

The City will enter into negotiations with the firm(s) receiving the highest rating. A separate fee proposal will be requested from the firm(s) that received the highest rating. This fee information will be used as a basis for negotiation with the successful firm(s). If such negotiations are not successful, the City will then enter into negotiations with the firm or firms receiving the next highest rating. The fee proposal will be valid for ninety (90) calendar days.

The successful firm is required to obtain insurance, as set forth in the RFP, with an insurer or insurers that are satisfactory to the City. Failure to meet the insurance requirements will result in the Consultant's disqualification. By signing and submitting a proposal, the Consultant is certifying that it has reviewed the City's insurance coverage requirements, and that the said insurance

coverages will be obtained and be in force upon execution of the Agreement with the City. The successful firm shall submit a completed certificate of insurance with the signed Agreement.

Failure to respond to the RFP requirements will result in the disqualification of the proposal as non-responsive to the RFP.

The tentative schedule for selection is as follows:

Proposals Due	Friday, October 13, 2023
Selection	Wednesday, October 18, 2023
Award Consulting Agreement	Monday, October 23, 2023

RIGHT TO REJECT ANY OR ALL PROPOSALS

The City reserves the right to reject any or all proposals or to select the proposal most advantageous to the City. The City reserves the right to verify all information submitted in the proposal. The City reserves the right to amend the RFP or issue a notice of amendment. The City reserves the right to reject any and all proposals and to waive any informality, irregularity, or technicality in any proposal. The posting of this RFP is not a guarantee that services will be purchased by the City.

The City may reject a proposal from any firm who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject a proposal from the firm who is not in a position to perform such a contract satisfactory. The City may reject a proposal from any firm who is in default of payment of taxes, licenses, or other monies due to the City.

No compensation will be made for the cost of preparing any proposal. All submitted materials of a proposal will become the property of the City. The City will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

Evaluations of the proposals will be available for public inspection at the conclusion of the selection process.

Submission of a proposal constitutes acceptance of the conditions contained in the RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract.

Enclosure 1.

Agreement for Consultant Services Example

City of Carpinteria
Request for Proposal to provide
Building Plan Check and Inspection Staff Augmentation Services
September 2023

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES (“Agreement”) is made and effective as of the **Day** of **Month**, **Year** by and between the City of Carpinteria, a municipal corporation (“**City**”), and the **NAME** (“**Consultant**”) (collectively, the “**Parties**”) at Carpinteria, California, with reference to the following facts:

- A. City has determined that it is necessary and appropriate to engage a non-design professional to carry out the services described herein; and
- B. Consultant has represented itself as being fully qualified and available to perform the consultant services required or necessary under this Agreement in a fully competent, professional and timely manner; and
- C. City desires to contract with Consultant and Consultant is willing to perform the consultant services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. SERVICES.

- 1.1 **Basic Services.** City hereby retains Consultant to perform the services described and set forth in the attached **Exhibit A** (“**Basic Services**”), which is incorporated by this reference as though set forth in full. Consultant hereby agrees to perform said services within the designated time frames and accepts this retention. Consultant shall complete the Basic Services according to a schedule of performance which is also set forth in **Exhibit A**. The Parties agree and acknowledge that time is of the essence in performance of this Agreement.
- 1.2 **Additional Services.** In addition to the Basic Services, City may elect to have Consultant perform additional services that are beyond the current scope of the Basic Services, but within the expertise of Consultant (“**Additional Services**”). Such Additional Services shall be mutually agreed to in advance and specified in a writing, which shall also specify the basis for the Consultant’s fee for such additional services. Basic Services and Additional Services are referenced collectively as “**Services.**”

2. PERFORMANCE.

- 2.1 **Standard of Performance.** Consultant shall faithfully, competently and diligently perform the obligations and responsibilities required by this Agreement, applying best management practices and the same standards of care utilized by persons commonly engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement. Consultant shall not engage the assistance of

subcontractors for performance of the Services unless previously agreed to in writing by the City.

2.2 **Labor and Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services. Consultant shall give its attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement. Consultant is an independent contractor of City. Any and all employees of the Consultant engaged by the Consultant in the performance of any work or services required of the Consultant under this Agreement, shall be considered employees or agents of the Consultant only and not of the City, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Consultant. Consultant is solely responsible for the professional quality, accuracy and timely completion and/or submission of all work related to the Basic Services.

2.3 **Review of Service.** Consultant shall furnish City with reasonable opportunities from time to time to ascertain whether the Services of Consultant are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by City; Consultant is not providing final approval or review, which is solely City's function and role. City review and approval of such work and Services shall not, however, relieve Consultant of any of its obligations under this Agreement.

2.4 **Contract Administration.** The City Manager or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The City Manager or his/her designee shall have the authority to act on the City's behalf to review and approve all products submitted by Consultant and may execute all necessary documents to authorize Consultant to perform Additional Services as provided for herein. The City Manager or his/her designee shall have the authority to render decisions within guidelines established by the City Council and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information. The following individual(s) will serve as the primary contact(s) for Consultant in the administration of this Agreement:

NAME, POSITION

2.5 **Representations and Warranties.** Consultant represents and warrants to City that: (i) its fulfillment of its obligations and, as applicable, performance the Services under this Agreement, will not violate any applicable or breach any contracts with third parties and (ii) it has the right, power and authority to fulfill its obligations, and, as applicable perform the Services, and enter into this Agreement; (iii) the Services contemplated hereunder will be performed by adequately trained, competent personnel, in a professional manner, with such personnel having the requisite skill and expertise necessary to perform and complete the Services in accordance with industry standards and in accordance with the terms and conditions of this Agreement; and (iv) the Services and all deliverables provided hereunder will conform to the specifications agreed-to by the parties.

3. **TERM.** This Agreement shall be effective as of the date first above written and shall continue until all Services to be provided by Consultant are completed to the satisfaction of the City, unless terminated earlier as provided for herein.
4. **COMPENSATION.**
- 4.1 **Basic Services.** For Basic Services, City shall pay Consultant on a time and materials basis, not to exceed amount of \$**AMOUNT** as full compensation for all labor, materials, equipment, tools, transportation, and Services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials. In the event a term or condition in any document or attachment conflicts with a term or condition of this Agreement the term or condition in this Agreement shall control. Should such conflict arise the priority of documents shall be as follows: This Agreement, the City's Request For Proposal together with attachments, Consultant's proposal together with attachments.
- 4.2 **Additional Services.** Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to the Basic Services, unless such services are authorized Additional Services agreed to in advance and in writing in the method provided for herein. Consultant will submit fee estimates for such Additional Services upon request of City.
- 4.3 **Invoices.** Should City reasonably determine that Consultant has not fulfilled any services or met the timelines established in Exhibit A, City shall notify Consultant of the failure in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product or performance of Services. The City, at its discretion may provide the Consultant five (5) days to cure the breach. City may withhold the accompanying payment without penalty until such time as Consultant cures the breach. In the alternative, upon Consultant's failure to meet any deadlines the City may modify the Services schedule. Should Consultant or its representatives fail to cure the breach within five (5) days, or fail to reasonably agree to such modified schedule, City may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Consultant.
- 4.4 **Withholding.** City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work or performance of Services is found to be substantially inadequate. City shall notify Consultant in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product or performance of Services.
- 4.5 **Taxes/Insurance/Licenses.** Consultant shall be solely responsible for the payment of any federal, state, or local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance which Consultant is responsible for paying as an independent contractor under federal, state or local law. At all times during the term of this Agreement, Consultant and any approved subcontractors performing Services under this Agreement shall have in full force and effect all licenses necessary for

the performance of Services hereunder, including without limitation, business licensing from City, all at the sole cost of Consultant.

5. **RECORDS.**

- 5.1 **Financial Records.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall also maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.
- 5.2 **Access to Records.** Consultant shall (i) provide free access to the representatives of City or its designees at reasonable times to books and records as set forth in section 5.1; (ii) shall give City the right to examine and audit said books and records; (iii) shall permit City to make transcripts therefrom as necessary; and (iv) shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of four (4) years after receipt of final payment.
- 5.3 **Original Records.** All original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys, notes, and other work, materials or documents prepared or used to prepare Consultant's work product in the course of providing the Services pursuant to this Agreement shall be referred to as "**Consultant Work Product**". Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete Consultant Work Product shall become the sole property of City once the Consultant has received payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Consultant Work Product in whole or in part in any manner it deems appropriate, without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at Consultant's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may retain copies of such Consultant Work Product as a part of its record of professional activity, except for Consultant Work Product marked as "DRAFT" or "CONFIDENTIAL".

6. **TERMINATION.**

- 6.1 **Termination Without Cause.** This Agreement may be terminated by either party for any reason upon ten (10) days prior written notice by the terminating party to the other party. In the event of a termination, the date of termination shall be deemed to be the first business day occurring after the expiration of the notice period. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise.
- 6.2 **Termination With Cause.** Either party may terminate this Agreement with cause, effective immediately upon written notice of such termination to the other party and failure

of the breaching party to correct within five (5) days of receiving such notice, based upon the occurrence of any of the following events:

- Material breach of this Agreement;
- Cessation of Consultant to be licensed, as required by applicable law;
- Failure to substantially comply with any applicable federal, state or local law or regulation;
- Filing by or against Consultant of any petition under any law for the relief of debtors; and,
- Filing of a criminal complaint against Consultant for any crime, other than minor traffic offenses.

6.3 **Performance Upon Termination.** In the event this Agreement is terminated pursuant to this Section, City shall pay Consultant for the outstanding balance owed for work performed up to the time of termination. Upon termination of the Agreement, Consultant shall submit an invoice to City as provided for herein and shall submit to the City all of its files for any billable or non-billable matters in which the Consultant is involved under the scope of this Agreement.

6.4 **Termination Upon Mutual Consent.** This agreement may also be terminated by mutual consent of the parties and in accordance with the terms and conditions of any plan of termination established by the parties. In the event of a termination by mutual consent, the date of termination shall be such date as is agreed upon by the parties. The parties may agree to suspend or terminate a portion of this Agreement and such suspension or termination shall not make void or invalidate the remainder of this Agreement.

7. **DISPUTE RESOLUTION.** Except as explicitly provided in Exhibit C relating to claims by Consultant, if any dispute, claim or disagreement shall arise relative to the interpretation or enforcement of this Agreement, the parties shall use commercially reasonable efforts to settle the dispute, claim or disagreement. To this end, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of thirty (30) days, then, upon notice by either party to the other, the dispute, claim or disagreement shall be submitted to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall have the authority to assess arbitration costs and expenses against either or both parties. The decision in the arbitration shall be binding on all parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.

8. **INSURANCE.** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in the attached Exhibit D, which is incorporated by this reference as though set forth in full.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and any of its officials, directors, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs, charges, payments, claims, and expenses, including attorney’s fees and costs of defense, which arise out of,

are a consequence of, or are in any way attributable to, in whole or in part, this Agreement, including but not limited to any activities associated with carrying out the agreed to Services by Consultant, its agents, employees, subcontractors, consultants, assigns or by any individual or entity for whom Consultant is legally liable.

10. **RELEASE OF INFORMATION.**

10.1 **Confidentiality.** All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Consultant without City's prior written authorization. Consultant, its officers, employees, subcontractors or sub-consultants shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement unless requested by the City Attorney or authorized in writing by the City Manager. Response to a subpoena or court order shall not be considered "voluntary" provided that Consultant shall give City prompt written notice of any such court order or subpoena. The provisions of this Paragraph shall survive the termination of this Agreement.

10.2 **Notice and Cooperation.** Consultant shall promptly notify the City Manager and City Attorney in writing if Consultant, its officers, employees, agents, subcontractors or subconsultants are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person or party related to this Agreement and/or Consultant's related Services. City has no obligation to, but may exercise discretion to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide the City an opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not grant or imply a right of City to control, direct, dictate or rewrite said response.

11. **RELATIONSHIP TO CITY.**

11.1 **Independent Contractor.** Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

11.2 **No Employee Privileges.** No City employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages or other compensation to Consultant for performing Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing Services hereunder.

- 11.3 **Consultant Duty to City.** Consultant understands and agrees that its responsibility to provide complete and accurate Services is owed solely to City and that its accountability under this contract shall likewise be solely to City and not to any City applicants or any other third person or entity.
- 11.4 **Interest of Consultant.** Consultant represents and warrants to City that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the services to be provided by Consultant under this Agreement. Consultant further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Consultant. Consultant certifies that no one who has or will have any financial interest under this Agreement is: (a) an officer or employee of City, or (b). an officer or employee of the applicant and any of its consultants. Consultant agrees to comply with any applicable conflict of interest code.
- 11.5 **Undue Influence.** Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Consultant or any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.
- 11.6 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the City and the Consultant and will not confer any rights upon any person not expressly a party to this Agreement.

12. GENERAL PROVISIONS.

- 12.1 **Assignment of Rights.** Contractor agrees to assign City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act arising from purchases of goods, services, or materials pursuant to this Agreement.
- 12.2 **Further Assurances.** City and Consultant each agree to cooperate with one another, to use their best efforts, to act in good faith, and to promptly perform such acts and execute such documents or instruments as are reasonably necessary and proper to consummate the transactions contemplated by this Agreement.
- 12.3 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To City:
Dave Durflinger, City Manager
City of Carpinteria

To Consultant:

Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

- 12.4 **Legal Responsibilities.** Consultant shall keep itself informed of state, federal and laws and regulations which in any manner affect those employed by it or in any way affect the performance of its Service pursuant to this Agreement. The Consultant shall reasonably observe and comply with such laws and regulations. The City and its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.
- 12.5 **Licenses.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses, certifications, or related credentials required by law for the performance of Services described in this Agreement. Consultant represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.
- 12.6 **Labor Conditions.** City is a public entity in the state of California, and therefore, City and Consultant are subject to the provisions of the Government Code and the Labor Code of the state of California. All provisions of law applicable to public contracts and/or this Agreement are incorporated herein by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and shall be complied with by Consultant.
- 12.7 **Labor Requirements.** Consultant shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act and the California Labor Code, which, in part, mandate that 8 hours' labor constitutes a legal days' work, and require Consultant to pay the general prevailing wage rates. The California statutory provisions for penalties for failure to pay prevailing wages will be enforced and the statutory provisions for penalties for failure to comply with California's wage and hour laws will be enforced. In addition, Consultant is required to comply with the statutory requirements relating to employment of apprentices. Consultant also must secure the payment of workers' compensation to its employees as provided by California law. Consultant acknowledges its obligation to secure payment of Workers' Compensation before beginning work as set forth in the attached Exhibit E (together, "Acknowledgement of Workers' Compensation Obligation" and "Declaration of Exemption from Workers' Compensation") which is incorporated by this reference as though set forth in full. Additionally, Consultant is required to comply with all statutory requirements relating to certified payroll records, including the maintenance of the records, their certification, and their availability for inspection.
- 12.8 **Discrimination.** No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status, sexual orientation

or place of national origin. Consultant shall comply with all local, state, and federal laws relating to equal employment opportunity rights.

- 12.9 **Assignment**. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City, which shall have the sole discretion to consent to any proposed assignment. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.
- 12.10 **Waiver**. No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 12.11 **Force Majeure**. Neither Consultant nor City shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
- 12.12 **Construction of Terms**. All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of any provision shall be adjudged invalid, void or unenforceable, the parties hereto agree to enter into a supplemental agreement to effectuate the intent of the parties and the purposes of this Agreement.
- 12.13 **Controlling Law**. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement, with venue proper only in the County of Santa Barbara, State of California.
- 12.14 **Authorization**. All officers and individuals executing this and other documents on behalf of the respective parties hereby certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.
- 12.15 **Entire Agreement**. This Agreement, along with its attached exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may be altered, amended or modified only by a supplemental writing executed by the parties to this Agreement and by no other means. Each party waives any future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver or estoppel.
- 12.16 **Counterparts**. This Agreement may be executed in counterparts, each of which shall remain in full force and effect as to each party.

12.17 **Severability.** In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement at the place and as of the date first written above.

"CITY"
City of Carpinteria

"CONSULTANT"
NAME

By: _____
David Durflinger, City Manager

By: _____
[]

APPROVED AS TO FORM:
City of Carpinteria

ATTEST:
City of Carpinteria

By: _____
Jena Shoaf Acos, on behalf of
Brownstein Hyatt Farber Schreck, LLP
Acting as City Attorney of the City of Carpinteria

By: _____
Brian C. Barrett, CMC, CPMC
City Clerk

EXHIBIT A

BASIC SERVICES TO BE PERFORMED

EXAMPLE

EXHIBIT B

PAYMENT RATES AND SCHEDULE

EXAMPLE

EXHIBIT C

RESOLUTION OF CONSTRUCTION CLAIMS

The following pertains to Public Contract Code Sections 20104 through 20104.6 (Resolution of Construction Claims)

1. This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
2. This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
3. "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
4. "Claim" means a separate demand by the contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency.
5. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
6. This article applies only to contracts entered into on or after January 1, 1991.
7. For any claim subject to this Agreement, the following requirements apply:
 - a. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
 - b.
 - (1) For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.
 - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.

(3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

- c. (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.

(3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

- d. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

- e. Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

- f. This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- 8. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both

parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

9. (a) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(b) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
10. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.
11. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
12. In any suit filed under Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.
13. Pursuant to California Public Contract Code Section 7201, the City may not retain greater than five (5%) percent of contract price.

EXHIBIT D

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

When applicable, Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, volunteers and agents, using standard ISO endorsement No. CG 2010-0413. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. The City's failure to comply with reporting requirements should not affect coverage required under the Agreement.
23. The consultant's insurance is primary to that of any insurance claimed by the City.

Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

EXHIBIT E

WORKERS' COMPENSATION REQUIREMENTS

The Consultant is required to sign and file either a statement acknowledging its obligation to secure payment of Workers' Compensation before beginning work, or a declaration confirming that as a sole proprietor consultant is exempt from Workers' Compensation Requirements.

ACKNOWLEDGEMENT OF WORKERS' COMPENSATION OBLIGATION

I, Name, hereby acknowledge my obligation to secure payment of Workers' Compensation before beginning work.

Consultant

By: _____
Name, Title of Signator

Dated: _____

Enclosure 2.

Environmentally Preferable Purchasing Policy

City of Carpinteria
Request for Proposal to provide
Building Plan Check and Inspection Staff Augmentation Services
September 2023

RESOLUTION NO. 5686

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA ADOPTING AN ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

WHEREAS, the City of Carpinteria continually works to develop programs that are consistent with the ideals of efficient resource allocation, environmental consciousness and economic development, including efforts to improve access to recreation and education opportunities and governmental support and services; and

WHEREAS, landfill capacity is an increasingly scarce resource in California and throughout the nation, and it is difficult and costly to site new landfill; and

WHEREAS, the City participates in and promotes recycling and other waste diversion and reduction strategies to conserve valuable resources and to significantly reduce the volume of material disposed of.

NOW, THEREFORE, BE IT RESOLVED as follows:

1.0 STATEMENT OF POLICY

- 1.1 It is the policy of the City of Carpinteria (City) to reduce natural resource consumption, waste production and environmental degradation by:
- Eliminating unnecessary purchasing;
 - Increasing product efficiency, durability, reusability, and effectiveness;
 - Purchasing products that are designed for recycling at end of life;
 - Purchasing products that include recycled content;
 - Purchasing products that conserve energy, water and other natural resources;
 - Purchasing products that reduce greenhouse gas emissions in their production, shipping, use and discard;
 - Identifying preferential products and standardizing their use; and
 - Considering life cycle costs when making purchases for the City, such as vehicles, computers, and workstations

2.0 PURPOSE

- 2.1 This Policy is adopted in order to:
- Conserve natural resources;
 - Minimize environmental impacts, toxics, pollution, and hazards to worker and community safety;
 - Encourage waste stream diversion and reduce materials that are landfilled;
 - Identify environmentally preferable products and distribution systems; and

- Increase use and availability of environmentally preferable products;

3.0 RESPONSIBILITIES

- 3.1 The health and safety of workers and citizens is of utmost importance and takes precedence over all other practices.
- 3.2 Nothing contained in this policy shall be construed as requiring a department, purchaser or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, risk the health or safety of workers and citizens, or are not available at a reasonable price in a reasonable period of time.
- 3.3 Nothing contained in this policy shall be construed as requiring a department, purchaser, or contractor to take any action that conflicts with local, state or federal requirements.

4.0 STRATEGIES FOR IMPLEMENTATION

4.1 Source Reduction

- 4.1.1 Purchase products that are durable, long lasting, reusable or refillable and avoid purchasing one-time use or disposable products.
- 4.1.2 Purchase remanufactured products such as toner cartridges, tires, furniture, equipment and automotive parts.
- 4.1.3 Purchase items in bulk to reduce the packaging and transportation associated with lower product quantities
- 4.1.4 Request vendors eliminate packaging or use the minimum amount necessary for product protection, to the greatest extent practical. For vendors that cannot eliminate packaging request to use packaging that is reusable, recyclable or compostable in existing recycling programs.
- 4.1.5 Request vendors to take back and reuse pallets, expanded polystyrene and other shipping and packaging materials that cannot be eliminated.
- 4.1.6 Promote electronic distribution of documents rather than printing or copying.
- 4.1.7 Consolidate the use of electronic equipment and minimize the purchase of individual printers for staff members. When producing paper documents, print and copy all documents on both sides to reduce the use and purchase of paper.

4.1.8 Ensure all imaging equipment is installed with energy and resource-efficient settings set as default.

4.1.9 Purchase cleaning products in concentrated form when available.

4.1.10 Eliminate the purchase of water in plastic bottles for individual use within City buildings and operations.

4.2 Recycled Content Products

4.2.1 Purchase products for which the United States Environmental Protection Agency (U.S. EPA) has established minimum recycled content standard guidelines, such as those for printing paper, office paper, janitorial paper, construction, landscaping, parks and recreation, transportation, vehicles, miscellaneous, and non-paper office products, that contain the highest post-consumer content available.

4.2.2 When specifying asphalt, concrete, aggregate base or Portland cement concrete for road construction projects, prioritize use of recycled, reusable or reground materials.

4.2.3 Purchase multi-function devices, copiers and printers compatible with the use of recycled content and remanufactured products.

4.2.4 Ensure pre-printed recycled content papers intended for distribution that are purchased or produced contain a statement that the paper is recycled content and indicate the percentage of post-consumer recycled content.

4.3 Energy Efficient and Water Saving Products

4.3.1 Purchase energy-efficient equipment with the most up-to-date, economically feasible, and proven energy efficiency functions. This includes, but is not limited to, high efficiency space heating systems and high efficiency space cooling equipment.

4.3.2 Purchase U. S. EPA Energy Star certified products when available.

4.3.3 Replace inefficient interior lighting with energy-efficient equipment.

4.3.4 Replace inefficient exterior lighting, street lighting and traffic signal lights with energy-efficient equipment. Minimize exterior lighting where possible to avoid unnecessary lighting of architectural and landscape features while providing adequate illumination for safety and accessibility.

4.3.5 Purchase U.S. EPA WaterSense labeled water-saving products when

available. This includes, but is not limited to, high-performance fixtures like toilets, low-flow faucets and aerators, and upgraded irrigation systems.

4.4 Green Building Products and Practices

4.4.1 Consider Green Building practices for design, construction, and operation as described in the LEED Rating Systems for all building and renovations undertaken by the City.

4.5 Landscaping Products and Practices

4.5.1 Employ sustainable landscape management techniques for design, construction and maintenance whenever possible for landscape renovations, construction and maintenance performed by the City.

4.5.2 Select plants to minimize waste by choosing species for purchase that are appropriate to the microclimate, species that can grow to their natural size in the space allotted them, and perennials rather than annuals for color when advantageous. Native and drought-tolerant plants that require no or minimal watering once established are preferred. At no time will exotic-invasive plants or noxious weeds be purchased.

4.5.3 Consider recycled content for the construction of hardscapes and landscape structures.

4.5.4 Limit the amount of impervious surfaces in the landscape. Permeable substitutes, such as permeable asphalt or pavers, are encouraged for walkways, patios and driveways. Permeable substitutes, such as decomposed granite, permeable asphalt or non-mortared pavers, are encouraged for walkways, plazas and access areas.

4.5.5 Purchase recycled content park supplies, such as benches, picnic tables, landscaping materials, and garbage and recycling containers, as practicable. Hardscapes and landscape structures constructed of recycled content materials are strongly encouraged.

4.6 Toxics and Pollution Prevention Products and Practices

4.6.1 Use products with the lowest amount of volatile organic compounds (VOCs), highest recycled content, low or no formaldehyde and no halogenated organic flame retardants when purchasing building maintenance materials such as paint, carpeting, adhesives, furniture and casework, and prohibit the purchase of products that use polyvinyl chloride (PVC) such as, but not limited to, office binders, furniture and flooring.

4.6.2 When making a choice among comparable products, favor those products whose production and use involve the fewest hazardous materials.

4.6.3 Manage pest problems through the Integrated Pest Management program, which includes prevention and physical, mechanical and biological controls when staff and contractors maintain buildings and landscapes using the least toxic pest control as a last resort.

4.6.4 Reduce the use of disposable batteries by purchasing rechargeable batteries for devices, such as cameras, remote control, tape recorders, telephone headsets, wireless keyboards and mice and other equipment.

4.6.5 Purchase paper, paper products, and janitorial paper products that are unbleached or are processed without chlorine or chlorine derivatives.

4.6.6 When replacing vehicles, consider less-polluting alternatives to diesel such as compressed natural gas, bio-based fuels, hybrids, electric batteries, and fuel cells, as available.

4.7 Local Products Guiding Principles

4.7.1 Favor products that are extracted, processed and manufactured locally, whenever practicable.

5.0 IMPLEMENTATION

5.1 Each department will take steps to communicate and train their employees who make purchases on behalf of the City to purchase environmentally preferable products and services whenever practical and cost-effective. Departments are encouraged to communicate information to other departments when a product is identified as being available for use consistent with this policy.

5.2 Any request for proposal (RFP) or bid for services requested by the City shall include a standard statement that the City has implemented an Environmental Purchasing Policy and that the City encourages other businesses to adhere to similar principles. It shall further be requested that submitted proposals, quotes, or bids be printed two-sided on recycled content paper. Any consultants or contractors producing reports for the City will submit the report on post-consumer recycled and recyclable paper.

5.3 The Environmental Coordinator shall implement this policy in coordination with other appropriate City personnel.

6.0 PROGRAM EVALUATION

- 6.1 When the City optimizes existing software, the Finance Division shall periodically prepare reports summarizing the results of implementing this policy. The report shall include but not be limited to City purchases by product type, quantity and cost of products.
- 6.2 The Environmental Programs Manager shall periodically evaluate the success of this policy's implementation.

7.0 DEFINITIONS

"Buyer" means anyone authorized to purchase or contract for purchases on behalf of this jurisdiction or its subdivisions.

"Contractor" means any person, group of persons, business, consultant, designing architect, association, partnership, corporation, supplier, vendor or other entity that has a contract with the City or serves in a subcontracting capacity with an entity having a contract with the City for the provision of goods or services.

"EcoLogo" is a third-party, multi-attribute eco-labeling program founded by the Canadian government in 1988 and part of UL Environment since 2010. The Program compares products / services with others in the same category, develops rigorous and scientifically relevant criteria, and awards the EcoLogo to those that are environmentally preferable throughout their entire lifecycle.

"Energy Star" means the U.S. EPA's energy efficiency product labeling program.

"LEED Rating System" means the most recent version of the Leadership in Energy and Environmental Design (LEED) Rating System, approved by the U.S. Green Building Council, and designed for rating new and existing commercial, institutional, and residential buildings.

"Practical" and "Practicable" mean whenever possible and compatible with local, state and federal law, without reducing safety, quality, or effectiveness and where the product or service is available at a reasonable cost in a reasonable period of time

"Remanufactured Product" means any product diverted from the supply of discarded materials by refurbishing and marketing said product without substantial change to its original form.

"Source Reduction" refers to products that result in a net reduction in the generation of waste compared to their previous or alternate version and includes durable, reusable and remanufactured products; products with no, or reduced, toxic constituents; and products marketed with no, or reduced, packaging.

"U.S. EPA Guidelines" means the Comprehensive Procurement Guidelines established by the U.S. Environmental Protection Agency for federal agency purchases as of October 2007 and any subsequent versions adopted.

"WaterSense" means a partnership program by the U.S. Environmental Protection Agency. Independent, third-party licensed certifying bodies certify that products meet EPA criteria for water efficiency and performance by following testing and certification protocols specific to each product category. Products that are certified to meet EPA specifications are allowed to bear the WaterSense label.

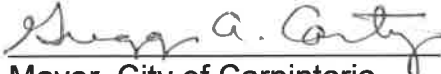
PASSED, APPROVED AND ADOPTED on July 25, 2016, by the following vote:

AYES: COUNCILMEMBER(S): Clark, Nomura, Stein, Shaw, Carty

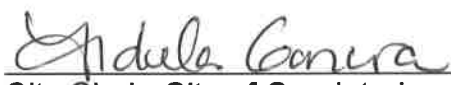
NOES: COUNCILMEMBER(S): None

ABSENT: COUNCILMEMBER(S): None

ABSTAIN: COUNCILMEMBER(S): None


Mayor, City of Carpinteria

ATTEST:


City Clerk, City of Carpinteria

Resolution No. 5686


July 25, 2016

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I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on July 26, 2016.


City Clerk, City of Carpinteria

APPROVED AS TO FORM:


Peter Brown, on behalf of Brownstein
Hyatt Farber Schreck, LLP acting as
City Attorney of the City of Carpinteria