



City of Santa Barbara

Public Works Department

www.SantaBarbaraCA.gov

August 3, 2011

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SUBJECT: REQUEST FOR QUALIFICATIONS TO PROVIDE PROFESSIONAL SERVICES FOR THE SANTA BARBARA AIRPORT TAXIWAYS H, J, and C, PAVEMENT REHABILITATION PROJECT

Introduction

The City of Santa Barbara (City) is requesting Statements of Qualifications (SOQ's) from experienced Engineering firms to perform planning, design, and services during construction for rehabilitation of three taxiways at the Santa Barbara Airport. Taxiways, H, J, and C, primarily serve General Aviation aircraft with occasional use by air carriers. The Taxiways have not had any major maintenance in 10-15 years and are in poor condition. It is expected that the rehabilitation will include a combination of complete reconstruction and variable depth grind and overlay. The estimated construction cost of the proposed improvements is in the range of \$2.5 million. The areas included in this project are identified on the attached Exhibit A drawing.

Scope of Services

The services to be provided by the consultant may include, but not necessarily be limited to, the following:

Task 1. General Services

- 1.1 Provide a Project Manager who will be held responsible for all work performed by the consultant. The Project Manager will provide project management to include:
 - A. Define tasks schedules, and costs (including evaluation of City provided input and recommendations that will result in a better overall project);
 - B. Monitor work progress and resolve problems;
 - C. Maintain up-to-date schedules;
 - D. Coordinate with the City staff to receive their input, address their concerns, keep them informed regarding project status, obtain their concurrence on project scope, cost and schedule, and obtain their approval of concepts and final design. Obtain concurrence from the City's Project Engineer regarding the method of coordination with City Departments;
 - E. Focus the efforts of the consultant and City Staff to expedite the design and construction of a high quality, cost-effective project that meets the needs of the City. Develop recommendations for City approval after considering alternative solutions;
 - F. Maintain quality control on all work of the consultants and sub-consultants; and
 - G. Prepare all invoices to City in accordance with the City Engineering Division's standard invoice requirements, and conduct frequent regular meetings to inform and involve staff on issues and project decisions.

Task 2. Design Services – Construction Documents

- 2.1 Obtain and review existing pertinent documents and reports. Attend meetings with City Staff to discuss the project.
- 2.2 Conduct detailed review and analysis for the proposed improvements to confirm the project feasibility, intended results, and estimated costs
- 2.3 Develop detailed schedules for design and construction including all necessary reviews and permits.
- 2.4 Work with City staff to obtain all necessary approvals from City, County, State, and Federal regulatory agencies. Prepare related documents, attend any meetings necessary to obtain approvals and make modifications to the project as necessary.
- 2.5 Perform detailed on-site investigations and evaluation of existing buildings, landscaping, utilities, property boundaries, easements, etc.
- 2.6 Provide preliminary and final design services to include the following:
 - A. Field surveying, geotechnical, and other studies necessary for design;
 - B. Prepare construction Contract Documents including, but not limited to, Notice to Contractors, general and special provisions, bid sheet, technical specifications, and plans meeting the City of Santa Barbara plan check requirements, and meeting FAA specification's requirements and approvals; and the City will provide legal documents (standard conditions) to the consultant.
 - C. Furnish up to ten (10) copies, as necessary, of review documents at the design intervals indicated below:

At approximately 35 percent completion, furnish the City review sets of Construction Estimate and contract drawings developed to date, together with an index to all technical specifications; and

At approximately 60 percent completion, furnish the City review sets of the Construction Estimate, the contract drawings, and all specifications

At approximately 90 percent completion, furnish the City review sets of the Construction Estimate, the contract drawings, and all specifications.
 - D. Furnish up to five (5) copies of completed contract documents for review and approval by the City, and for obtaining project approval by governmental agencies having jurisdiction;
 - E. Address all comments and questions raised by agencies having jurisdiction; incorporate the comments, modify plans as necessary, and submit revised contract documents to the City;
 - F. Provide general information in regard to the project and consult with the City regularly during design; and
 - G. Ensure the City is furnished with quality original plans, specifications, and Engineer's Estimate. Plans must be signed by and stamped with the consultant's seal and signature, including required seals of sub consultants. Specifications must be delivered stamped and signed ready for advertising. The City specification boilerplate must be modified as appropriate.

2.7 Facilitate weekly or bi-weekly design status meetings.

Task 3. Construction Administration Services

3.1 Services during bidding shall include the following:

- A. Answer questions from bidders, including interpretation of the plans and specifications;
- B. Prepare addenda for issuance by City;
- C. Assist City in tabulation and review of bid results and award of contracts; and
- D. Arrange, chair, and prepare minutes for a pre-construction conference.

3.2 Provide construction contract administration, engineering design services during construction, and inspection and materials testing services that include the following:

- A. Prepare for, chair, and prepare minutes for job meetings with the contractor as necessary to provide for smooth construction on schedule and within budget. Minutes shall carry items from week to week until they are resolved, and shall utilize the City's format. Publish and distribute minutes;
- B. Review shop drawings, working drawings, Traffic Control/Safety Plan, and other submittals for general conformance with contract documents, and perform contract drawing and specifications interpretation as necessary;
- C. Strive to keep several steps ahead of contractor to detect and resolve problems or issues before the problems delay construction or result in extra costs;
- D. Provide a resident engineer or construction inspection as necessary;
- E. Provide field surveying as necessary to establish construction control and staking;
- F. Prepare bulletins, a bulletin log, change orders, memorandums to contractor, council reports, and other correspondence necessary to maintain control over the construction contract. Provide change order evaluations, negotiations, and recommendations for approval by the City; maintain a record of authorized changes, and a bulletin log for review for action at each job meeting. Use City's format for bulletin log;
- G. Review contractor's progress-of-payment requests, and prepare progress payment packages for approval by City Engineer;
- H. Verify, as installed, field data, and prepare construction record drawings;
- I. Perform the following reviews:
 - 1) Review contractor's payroll for wage compliance;
 - 2) Review contractor's construction schedule submittal; and
 - 3) Monitor contractor's actual construction progress against the contractor submitted schedule. Review updated/revised construction schedules as needed. Notify both the City and contractor when actual progress is behind schedule by more than 10%;
- J. Administer and coordinate construction inspection and testing;

- K. Coordinate with utility companies, governmental agencies, and affected airport tenants during construction;
- L. Maintain records of construction including photographs, daily inspection reports, correspondence, verbal contacts, claims avoidance actions, potential claims, design changes, test results and costs associated with any and all disputed work with contractor and others associated with the project;
- M. Perform final inspection for acceptance of the contract work by City. Prepare punch lists and monitor corrective work; and
- N. Prepare project closeout files. Report and submit them to City.

Some of the services listed herein may not be required, and the City reserves the right to initiate additional procurement action for any of the services included in the initial procurement.

Services to be Provided by City

The services to be provided by the City shall include, but are not necessarily limited to, the following:

- Provide the standard conditions for the specifications;
- Provide general direction to the consultant through the City Project Engineer, or their designated representative;
- Provide access to the City's drawing vaults, past project files, and Airport Department records; and
- Review, sign, and print final plans and specifications for advertising for bids.

Qualification Submittal Requirements

Firms responding shall submit five (5) copies of the information that shall include the items listed below.

1. An outline describing airport paving projects undertaken in the past ten years. The list should identify projects for which the consultant had full responsibility for all design phases of the project. Indicate who in the firm performed specified functions on the projects, and list the airport and airport representative where the work took place.
2. Provide a description of the team's expertise and experience with the Federal Aviation Administration Advisory Circular for P 401 Paving, and Construction Safety Plans.
3. Description of consultant team including the names, classification and qualifications of key personnel and an organization chart showing how the team will work together. Include outside consultants necessary to complete all tasks associated with a group of project elements. Summarize the areas of expertise of key personnel.
4. Client references that include current addresses and phone numbers of people to contact for references. It is essential that references for all key members of the project team be included. References should be specific to individual team members. References are important to us; again, please make sure that the telephone numbers are current and complete.
5. Any submittals related to the City's Disadvantaged Business Enterprise Requirements (see Attachment 2).

6. A complete listing of all consultant proposed modifications or supplements to the City of Santa Barbara, Service Agreement, Standard Conditions for Contractor Services (Attachment 4).
7. A demonstrated Quality Assurance Program with examples of its past performance.
8. A demonstrated ability to develop and maintain a good working relationship with Boards, Commissions, City departments, outside agencies, and the public with examples of past performance.
9. General scope of services that would be performed by outside consultants.
10. Identify office locations. Include type and number of staff at each office that would participate in the project.
11. Other information that will assist the City in selecting the best-qualified consultant(s).

Selection Process and Criteria

Based on the submittals received the City will select a consultant based on the following criteria. There will not then any interviews.

1. The Project Manager's qualifications and ability to perform throughout the project as outlined above (20 points out of 100);
2. Recent experience of the team's key staff on projects similar in scope and nature (20 points out of 100);
3. Demonstrated ability to meet schedules, deadlines, and complete projects within budget (10 points out of 100);
4. The firm's understanding of the project's potential concerns and the Airport's special concerns (20 points out of 100).
5. Willingness and ability of the consultant to enter into an agreement with the City using the standard City of Santa Barbara Service Agreement with contractors (Attachment 2), without modifications or supplements to the standard conditions (10 points out of 100);
6. Responsiveness to project needs and ability to perform the tasks outlined above (10 points out of 100); and
7. Information obtained from references and City staff who have worked with the consultant staff in the past (10 points out of 100).

Disadvantaged Business Enterprise (DBE) Requirements

The goal for DBE participation in all contracts related to this program is 1.8%. The City of Santa Barbara will affirmatively insure that, in any contract entered into pursuant to this procurement document, DBE's will be afforded full opportunity to submit proposals in response to this invitation, and will not be discriminated against on the grounds of race, color, sex, or national origin, in consideration for an award. Consultants are advised of the DBE requirements for this project, as set forth in the "City of Santa Barbara Municipal Airport Disadvantaged Business Enterprise Program (September 2010)." Please refer to Attachment 2 for requirements of the program. The consultant must be familiar with the City's requirements and make, at a minimum, a "good faith" effort to secure the services of DBE's on any contracts related to this project.

Contract for Consultant Services

At the conclusion of the selection process, the City will enter into negotiations for the design phase of the program with the consultant receiving the highest evaluation rating. If such negotiations are not successful, the City will then enter into negotiations with the firm receiving the next highest rating. As part of the consideration for entering into the Service Contract (Attachment 1) with the successful firm, the firm is required to concur with the indemnification and hold harmless language, and to obtain insurance with an insurer or insurers satisfactory to the City, as set forth in Paragraphs 8 and 9 in the Service Agreement.

The consultant is also required to obtain a business license from the City prior to the execution of the contract with the City for the consulting services.

Important Information Regarding Potential Disqualification of Consultants

Consultants shall not undertake any activities to promote or advertise their qualifications or proposals for the project except in the course of City sponsored presentations. Consultants shall not make any direct or indirect contact with members of the Santa Barbara City Council, any City Board, or Commission member concerning their qualifications or proposals for the project. Violation of this condition will be grounds for disqualification of the consultant.

RFQ Availability

This RFQ will be available to download from the Airport Departments website, www.flysba.com

Deadline for Qualifications Submittal

Proposals shall be submitted by 5 P.M. Friday, September 16, 2011 to:

**City of Santa Barbara
Airport Department
601 Firestone Road
Goleta, CA 93117
Attention: Mr. Owen Thomas**

If you have any questions regarding this RFQ please contact Mr. Owen Thomas, Supervising Engineer, at (805) 692-6018.

Sincerely,



Pat Kelly
Assistant Public Works
Director/City Engineer

OT/sk

- Attachments:
1. Site Plan
 2. Service Contract
 3. Santa Barbara Airport DBE Program



ATTACHMENT 1

SANTA BARBARA AIRPORT
TAXIWAY H,J,C
RECONSTRUCTION PROJECT
SITE PLAN

Sample Contract

SANTA BARBARA CITY AGREEMENT NO. _____ with
Name of Consultant/Firm for Project Name _____

This Contract is entered into on XXXXXXXXXXXX, 20XX by and between:

The City of Santa Barbara, a Municipal Corporation, referred to herein as the "City,"

and,

Name of Consultant/Firm, a California Corporation, referred to jointly herein as the "Contractor,"

WITNESSETH:

WHEREAS, Contractor has the special background, training and experience required by City, and in consideration of the mutual covenants, conditions, promises and agreements, herein, the City and Contractor AGREE:

1. SCOPE OF CONTRACTOR SERVICES

a. Contractor agrees to [[[SAMPLE LANGUAGE provide construction management services to the City for the construction of a 574-space parking structure located in the City's Lot No. 6 Parking Lot]]] as described in more detail in the attached scope of services (Exhibit A) dated XXXXXXXXXXXXXXXX.

[Optional paragraph]

b. The City has been advised and enters into this Contract understanding that Name of Project Manager for Consultant has been designated the project manager and that the Project Manager will have direct responsibility for interacting with City staff and delivering Contractor's services to the City under this Contract. Contractor shall not substitute nor otherwise allow any other person to serve in place of the Project Manager without the written consent of the City Public Works Director, or City Engineer, who shall have sole discretion as to whether the proposed substitution is acceptable. Should Contractor substitute or allow any unauthorized person to serve as project manager, Contractor shall have no right to any monies for services provided by that unauthorized person and City shall also have the right to immediately terminate this Contract.

2. COMPENSATION

a. The total compensation for all services provided pursuant to this Contract, including all extra services as defined in Section 3 hereof and reimbursable expenses, shall not exceed the sum of \$XXXXXXX without the express written approval of City Council of the City of Santa Barbara. The basic Contract is for \$XXXXXXX and the total that may be claimed for Extra Services under Section 3 of this Contract shall not exceed \$XXXXXXX. This Contract provides the exclusive means of payment and reimbursement for costs to Contractor by the City.

b. Changes in personnel or in rates of compensation set forth in Exhibit A may be

made only after written notice to and written approval by the City Public Works Director.

c. Where travel costs are included in Exhibit A, only the actual travel costs (at fare, rate per mile or lump sum approved), and/or actual expenses pursuant to the provisions of the Contract and within guidelines approved by the City Finance Director will be reimbursed.

d. Contractor may be reimbursed for such other necessary costs, including actual costs of copies, printing, postage, shipping and documents expense, and all costs of other materials, equipment, services and supplies, as approved and required to complete the work, according to the attached Exhibit A.

e. Compensation for Extra Services of Contractor authorized in accordance with Section 3 shall be paid to Contractor by City in accordance with the fee schedule set forth in Exhibit A. Contractor shall only be entitled to payment for Extra Services under this Contract if Contractor has obtained authorization required under Section 3 below.

f. Contractor shall submit itemized statements, which shall include a detailing of the number of hours spent on each task and copies of all subcontractors' invoices, to request payment in accordance with the standard billing format issued by the City Public Works Department. Contractor shall keep records concerning payment items on a generally recognized accounting basis and such records shall be maintained for a period of 3 years following the completion of the work assigned. Such records shall be made available for copying, inspection or audit by City employees or independent agents during reasonable business hours.

3. EXTRA SERVICES OF CONTRACTOR

Prior to performing any services other than those described in Exhibit A ("Extra Services"), Contractor shall submit a written request for Extra Services and obtain the written approval of the City Public Works Director or his or her designee. The request for Extra Services shall at minimum include a description of the services to be performed, the reason why the Extra Services are needed or required, a schedule for completion of the proposed Extra Services, and a not-to-exceed amount for performance of the proposed Extra Services. Each approved Extra Services request shall be billed separately.

4. TIME OF BEGINNING AND COMPLETION

Services shall begin upon full execution of this Contract by the City, and delivery of a fully executed copy of the Contract to the Contractor. Contractor shall adhere to schedules and deadlines agreed to by City and Contractor shown in Exhibit A. Contractor's failure to complete the above services within the time specified, due to avoidable delays, may at the City's discretion be considered a material breach of this Contract. Contractor shall review the remaining work and schedule of performance at least monthly and shall confirm that completion may be expected within the schedule approved, or in the alternative, give immediate notice when it shall first appear that the approved schedule will not be sufficient, together with an explanation for any projected insufficiency of delays in the schedule. No extension of time to complete any portion of the services called for in the Contract shall be allowed except upon the express, written approval of the Public Works Director. Contractor shall request, in writing, a time extension for approval by City, promptly upon the occurrence of any action causing delay in Contractor's prosecution of the services. The nature of the delay, the corrective actions taken and the impacts on the project schedule shall be described in each request for a time extension.

5. OWNERSHIP OF DOCUMENTS

All documents, computer programs, plans, renderings, charts, designs, drafts, surveys and other intellectual property which is originally developed by Contractor pursuant to this Contract shall become the property of City upon full and complete compensation to Contractor for services performed herein. Contractor will take such steps as are necessary to perfect or to protect the ownership interest of the City in such property. Contractor may retain copies of said documents for Contractor's file.

6. ASSIGNMENT OF CONTRACT

Contractor shall not assign, sublet or transfer any right, privilege or interest in this Contract, or any part thereof, without prior written consent of City. Contractor shall not substitute personnel designated in the proposal of Contractor without the written consent of City.

7. OFFICIAL NOTICES

Notices to either party shall be provided by personal delivery or by depositing them in the United States mail, first class postage prepaid, and addressed as identified at the signature page of this Contract. Either party may change its mailing address for all purposes under this Contract, by written notice to the other party.

8. DEFENSE, INDEMNITY AND HOLD HARMLESS

As part of the consideration for this Contract, Contractor shall provide the following:

a. Contractor shall, to the extent permitted by law, investigate, defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, and expense (including reasonable attorney fees), and causes of action of whatsoever character (hereinafter collectively referred to as "claims") which the City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed under this Contract, except to the extent a claim arises from a professional error or omission.

b. With respect to those claims arising from a professional error or omission, the following indemnification shall be applicable: Contractor shall investigate, defend, indemnify and hold harmless the City, its officers, agents, and employees from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, and expenses (including reasonable attorney's fees) and causes of action of whatsoever character which City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or due to the professionally negligent acts, errors or omissions of Contractor.

9. INSURANCE REQUIREMENTS

As part of the consideration for this Contract, Contractor shall purchase and maintain at its sole cost and expense during the term of this Contract the following insurance with insurers that are satisfactory to the City:

a. Combined single limits of not less than one million (\$1,000,000) dollars of Comprehensive General Liability Insurance, including Bodily Injury and Property Damage and one million (\$1,000,000) dollars of Comprehensive Automobile Liability Insurance, including Bodily Injury and Property Damage. This insurance shall include:

(1) Extension of coverage to the City, its officers, agents and employees, as additional insureds, with respect to Contractor's liabilities hereunder in insurance coverages identified above;

(2) A provision that coverage will not be canceled or subject to reduction until at least thirty (30) days' prior written notice has been given to the City Clerk, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990;

(3) A provision that Contractor's insurance shall apply as primary, and not excess of, or contributing with, the City;

(4) Contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the Contractor in the indemnity and hold harmless provisions (Section 8) of this Contract;

(5) A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each;

(6) A broad form property damage endorsement; and,

(7) A provision that the policies be provided on an "occurrence" basis.

b. Statutory Workers' Compensation and Employer's Liability Insurance, with an insurance company acceptable to City, which shall cover all employees while performing any work incidental to the performance of this Contract;

c. Professional Liability: Professional liability "errors and omission" insurance with minimum liability of not less than one million (\$1,000,000) to cover all services rendered by the Contractor pursuant to this Contract.

d. Approval of insurance by the City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operation pursuant to the Contract, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

e. Current Certificates of Insurance on forms supplied by the City and evidencing the above coverage, shall be completed by Contractor's insurer or its agent and submitted to City prior to execution of this Contract by City. Contractor shall exercise due diligence to require any and all subcontractors and all tiers of such subcontractors to provide General and Automobile Liability, and Workers' Compensation and Employers' Liability Insurance with minimum limits of coverage and upon terms and provisions required in this Contract.

10. TERMINATION

This Contract may be terminated with or without cause by either party at any time by giving the other no less than thirty (30) days notice in writing. In the event of such termination, Contractor shall deliver all programs, drawings, surveys, drafts, plans, work in progress and other documents related to the project to the City within five (5) days of the notice of termination. In the event of such termination, Contractor shall be compensated for such services as are performed and work product delivered to the City in accordance with the terms of this Contract up to the date the Contractor receives the notice of termination.

11. RIGHT TO PERFORM SIMILAR SERVICES

Nothing in this Contract shall restrict the City from providing the same or similar services through City employees, other contractors, other resources, or by arrangements with other agencies. Contractor may engage in similar activities to the extent that such work does not conflict with the proper performance of services under this Contract.

12. CONFLICT OF INTERESTS

Contractor warrants by execution of this Contract that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, and that Contractor maintains no agreement, employment, or position which would be in conflict with the duties to be performed for City under this Contract. Contractor further agrees that during the term of this Contract, Contractor will not obtain, engage in, or undertake any interests, obligations or duty that would be in conflict with, or interfere with, the services or duties to be performed under the provisions of this Contract.

13. ADMINISTRATION OF EMPLOYMENT

Contractor shall obtain and administer the employment of personnel having the background, training, experience, licenses and registration necessary for the work assigned, including all coordination, the withholding of proper taxes and benefits, the payment of wages, employer's contributions for FICA, and Federal and State unemployment payments, and the review and maintenance of any necessary licenses, certificates, memberships and other qualifications necessary for the services to be provided. Contractor is an independent contractor and shall not be considered an agent or employee of the City for any purpose. Contractor and its employees and agents are not entitled to any of the benefits or privileges that the City provides its employees.

14. BUSINESS TAX CERTIFICATE

Prior to the execution of the Contract, Contractor shall obtain a business tax certificate from the City at Contractor's expense. Contractor shall maintain a business tax certificate as required by the City Finance Director during the term of this Contract.

15. NO WAIVER OF PROVISIONS

No waiver of a breach of any provision of this Contract shall be construed to be a continuing waiver of that provision, nor a waiver of any breach of another provision of this Contract.

16. APPLICABLE LAWS, PARTIAL INVALIDITY

This Contract shall be subject to the Santa Barbara City Charter, and the laws, rules, regulations and ordinances in effect within the City of Santa Barbara, County of Santa Barbara, California, and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within that jurisdiction. If any provision of this Contract is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Contract

and such deletion shall in no way affect, impair, or invalidate any other provision of this Contract, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

17. NON-DISCRIMINATION ORDINANCE

Contractor shall perform all work pursuant to this Contract in compliance with Section 9.126.020 of the Santa Barbara Municipal Code (a copy of which is attached as Exhibit B), prohibiting unlawful discrimination in employment practices, and shall be bound by the terms of such ordinance.

18. CITY SERVICE CONTRACTOR MANDATORY MINIMUM WAGE

a. Chapter 9.128 of the Santa Barbara Municipal Code establishes a mandatory minimum wage for employees of contractors providing services to the City. In the performance of this Agreement, Contractor and any subcontractor, agent, or assignee of Contractor under this Agreement shall comply with the provisions of Chapter 9.128 of the Municipal Code as such Chapter existed upon the adoption of this Agreement or the last date this Agreement was amended.

b. Current Living Wage Certificates on forms supplied by the City shall be completed by Contractor, submitted to City prior to execution of this Contract by City, and attached as Exhibit C. Contractor shall require any and all subcontractors and all tiers of such subcontractors to provide Living Wage Certificates as required by Santa Barbara Municipal Code Chapter 9.128.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first written above.

CITY OF SANTA BARBARA
A Municipal Corporation

Entity Name

Christine F. Andersen
Public Works Director

Signature

ATTEST:

Type or Print Name

Cynthia M. Rodriguez, CMC
City Clerk Services Manager

Title

APPROVED AS TO CONTENT:

Address

R. Patrick Kelly
Asst. PW Director/City Engineer

City State Zip

-

Telephone Number

APPROVED AS TO FORM:
Stephen P. Wiley
City Attorney

By _____

Business Tax Compliance:
Certificate No.

By _____

Approved as to Insurance:

Mark Howard

Risk Manager

EXHIBIT A

Scope of Services

EXHIBIT B

Contractor's Nondiscriminatory Employment Certificate

CONTRACTOR'S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE Santa Barbara Municipal Code § 9.126.020

A. Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the City of Santa Barbara and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the City for purchases, services, and the construction, repair, or improvement of public works.

B. Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the City, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the City for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.
5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "nonresponsible".

The City shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the City shall notify the Contractor that unless he demonstrates to the satisfaction of the City within a stated period that the violation has been corrected, he shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he has implemented remedial measures, satisfactory to the City, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any City contract, the City Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the City Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees that, should the City Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the City may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such moneys shall be recovered from the Contractor. The City may deduct any such penalties from any moneys due the Contractor from the City.

7. The Contractor certifies to the City that he has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the City:
 - a. The Contractor shall notify all supervisors, foremen and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.
 - b. The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.
 - c. The Contractor shall file a basic compliance report as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
 - d. The Contractor shall notify the City of opposition to the nondiscrimination provision

by individuals, firms or organizations during the period of this contract.

8. Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the City from pursuing any other remedies that may be available at law.
9. The Contractor certifies to the City that he will comply with the following requirements with regard to all subcontractors and suppliers:
 - a. In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.
 - b. Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the City, the Contractor may request the City to enter into such litigation to protect the interests of the City.

EXHIBIT C

Contractor's Living Wage Certificate

LIVING WAGE CERTIFICATION

Official notification to: _____

The service contract that is pending between your company and the City of Santa Barbara is subject to the City of Santa Barbara Living Wage Ordinance, SBMC Chapter 9.128 (hereinafter referred to as "the Ordinance"). Pursuant to this ordinance, you are hereby notified that your company is required to demonstrate compliance by completing and returning the attached compliance statement. This statement must be completed and returned before contract commencement. You may fax the compliance statement to: either the requesting department or to the City of Santa Barbara Finance Department (Purchasing) at (805) 897-1977.

Please Note: Current living wage rates will apply to all subsequent contracts and amendments during the remainder of the current fiscal year ending June 30, 2012.

The City of Santa Barbara Living Wage Ordinance was adopted on April 4, 2006 (Ordinance number 5384). All capitalized terms used herein are used as defined in the Ordinance. The Ordinance requires that persons directly working on City of Santa Barbara contracts, for services specified in the ordinance, are to be paid a living wage while working on the City of Santa Barbara contract. The Ordinance only applies to those persons directly providing services to the City and does not apply to administrative or support staff employees of a Service Contract, such as administrators, payroll, personnel, or similar employees. The Ordinance also does not apply to employees who are Handicapped, Apprentices, Learners, or Student Interns, who are otherwise part of an employer's training program as those terms are defined in the Ordinance. The Ordinance also states that employees have the right to expressly negotiate and agree to wage and benefit levels different than those required by the Ordinance.

The Ordinance requires that employees working for your firm on this contract be notified that the City of Santa Barbara Living Wage Ordinance applies to them. As part of compliance for this contract, you are required to notify affected employees.

Effective from July 1, 2011, through June 30, 2012, the current rate for minimum compensation to employees is:

1. If benefits are not provided to an Employee, a wage of no less than \$15.75 per hour.
2. If Basic Medical Insurance and Compensated Holidays are provided to the Employee, a wage of no less than \$13.50 per hour.
3. If Supplemental Employee Benefits are provided to the Employee, a wage of no less than \$12.38 per hour.

(All capitalized terms used herein are used as defined in the Ordinance, SBMC Chapter 9.128)

Also be advised that the City may request any or all certified payrolls associated with this contract, however, any such request will be made to your firm in writing and provide fourteen calendar days to respond. The City may also conduct on-site audits to verify compliance. These audits may include, but are not limited to, employee interviews.

Direct questions regarding this Ordinance to General Services Manager, City of Santa Barbara Finance Department, P.O. Box 1990, Santa Barbara, CA 93102.

1. * Select A, B C or D below.

- A. The Living Wage Ordinance does not apply to this contract because:
- Exemption for Handicapped Individuals and Apprentices. For the purposes of this form, an employee shall not include a "handicapped employee" employed pursuant to a special license issued under Sections 1191 and 1191.5 of the state Labor Code or an "apprentice" or "learner" employed pursuant to a special license issued under Section 1192 of the state Labor Code.
 - Exemption for Student Interns. For the purposes of this form, an employee shall also not include a student intern which shall be defined as a person receiving educational or school credit at a duly licensed and accredited school or educational institution as part of or in connection with his or her employment or service with the City Service Contractor.
 - Public Entity
 - Non-profit exemption.
 - Workers are part of a bona fide collective bargaining agreement.
 - Persons employed are defined as executive or professional as used in the federal Fair Labors Standards Act of 1938 (29 USC Section 201 et. seq.).
 - Services are incidental. Explain: _____
-

** Complete the certification portion on page 3.*

- B. Employees working on City of Santa Barbara contracts receive a pay rate that meets or exceeds the City of Santa Barbara Living Wage requirement of \$15.75 per hour without benefits.

** Complete items #2, #3, #4, #5 and the certification portion on page 3.*

- C. Employees working on City of Santa Barbara contracts receive a pay rate that meets the City of Santa Barbara Living Wage requirement of \$13.50 per hour with the following benefits:

1. A combined twelve days compensated leave time annually for full-time employees, and prorated leave for employees working less than full time
2. Basic Medical Insurance Coverage for the Employee.

** Complete items #2, #3, #4, #5, #6 and the certification portion on page 3.*

- D. Employees working on City of Santa Barbara contracts receive a pay rate that meets the City of Santa Barbara Living Wage requirement of \$12.38 per hour with all of the following benefits:

1. A combined twelve days compensated leave time annually for full-time employees, and prorated leave for employees working less than full time
2. Basic Medical Insurance Coverage for the Employee.
3. Basic Medical Insurance Coverage for the Employee's spouse, domestic partner or

family.

4. One additional Supplemental Benefit as defined in the Ordinance.
- Pension or deferred compensation retirement plan.
 - Childcare or dependent care.
 - Equivalent of ten (10) eight hour days of compensated leave over and above the compensated leave in item 1.
 - Other: _____

** Complete items #2, #3, #4, #5, #6 and the certification portion on page 3.*

2. Will any subcontractors perform work on this contract? Yes No
If yes, please indicate company(s) on an additional page.
3. Will you post employee notification form in an area accessible to employees working on City of Santa Barbara contracts? Yes No
4. You may be required to provide certified payroll records, time cards, and other records any time during the contract period to demonstrate compliance. These payroll records must include the following information for each employee working on this contract: employee name, job classification, employer benefit contribution, and hourly pay under this contract.

Do you agree to provide this information within 14 calendar days when requested? Yes No

The City may also perform on site payroll audits that may include, but are not limited to, employee interviews.

5. a) Please provide the total affect that the Living Wage requirements had on your bid price (i.e., no cost affect, increase bid price by \$..., etc.)?

b) How many employees benefited from the living wage requirement? _____

c) How much did the above employees benefit in aggregate during the contract: \$ _____

6. The City has several insurance plans. To qualify for a lower wage tier, you must offer insurance at no cost to your employees and match one of the following plans in terms of co-pays/out-of-pocket expenses.
- Aetna HMO: No deductible, \$100 co-pay for emergency room visits, no charge for preventative care, \$25 co-pay for office visits to Primary Care Physicians/\$35 co-pay to Specialists; Prescriptions: \$20 co-pay for generics; \$30 co-pay for brand, & \$45 co-pay for non-formulary
 - Kaiser HMO: No deductible, \$35 co-pay for emergency room visits, no charge for preventative care, \$10 co-pay for office visits; Prescriptions: \$5 co-pay for generics; \$15 co-pay for brand, & non-formulary is not covered
 - Aetna Open Access Managed Care PPO: Deductibles: \$500/individual \$1,000/family, \$100 co-pay + 20% coinsurance for emergency room visits, no charge for preventative care, \$25 co-pay for office visits; Prescriptions: \$20 co-pay for generics; \$30 co-pay for brand, & \$45 for non-formulary

Aetna Health Reimbursement PPO: Deductibles: \$2,000/individual \$4,000/family, 20% coinsurance for emergency room visits, no charge for preventative care, 20% coinsurance for office visits; Prescriptions: \$10 co-pay for generics; \$20 co-pay for brand, & \$35 for non-formulary

Aetna Health Savings Account PPO: Deductibles: \$2,500/employee only coverage, \$5,000/family, 20% coinsurance for emergency room visits, no charge for preventative care, 20% coinsurance for office visits; Prescriptions: \$15 co-pay for generics; \$25 co-pay for brand, & \$40 for non-formulary

The signatory below hereby certifies, under penalty of perjury, that the forgoing information is correct:

Company Name

Company Address

City, State, Zip

Contact Name

Phone number

Fax number

Name and Title (Please print)

Signature

Date

You may fax the compliance statement to: City of Santa Barbara Finance Department (Purchasing) at (805) 897-1977.

Attachment 3, Page 1 of 1

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

It is national policy to award a fair share of contracts to certified Disadvantaged Business Enterprise (DBE) firms. Accordingly, the City will take affirmative steps to assure that certified DBE firms are utilized. If the consultant subcontracts work to other firms, the consultant shall take the following affirmative steps, at a minimum, in conformance with the City's Disadvantaged Business Enterprise (DBE) program:

- Include qualified and certified DBE firms on solicitation lists.
- Assure that DBE firms are solicited whenever they are prospective sub-consultants.
- When economically feasible, divide total sub-consultant requirements into smaller tasks to permit maximum participation.
- Where time permits, establish schedules, which will encourage participation by DBE firms.
- Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the Office of Small and Disadvantaged Business Utilization of the Department of Transportation.

Under the provisions of Title 49 part 23 Code of Federal Regulations and the City of Santa Barbara's adopted Disadvantaged Business Enterprise (DBE) Program for the Santa Barbara Municipal Airport, the City is required to insure that DBE firms have had an opportunity to participate in consultant agreements administered by the City and funded through the Federal Aviation Administration (FAA).

For Consultant Contracts, the City has established the following criteria to meet the above stated requirements:

1. Participation by a DBE as a prime consultant or a subconsultant. The City has established a goal of 3.1 percent participation for firms owned and controlled by minorities and women.
2. A "good faith effort" by the respondent in trying to secure participation by a DBE as a subconsultant.
3. Documentation of a "good faith effort" will be submitted in writing and will consist of the following:
 - a. List of DBE firms solicited.
 - b. An effort to identify DBE firms such as using Minority Assistance Center.
 - c. Work made available for DBE firms. (If the respondent can demonstrate that it is not practical to make work available to subconsultants, this can constitute a "good faith effort".)
 - d. Proposal received and reasons for rejecting them.
 - e. Establishment of DBE goals shall be determined in accordance with CFR 49, Section 23.45 (G) (a) through (G) (8).

Proposers are advised and responsible to be familiar with the City of Santa Barbara's Municipal Airport Disadvantaged Business Enterprise Program.