

CITY OF SANTEE
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSALS
For

**As Needed On-Call
Special Inspection and Geotechnical Services**

**RFP Issued | February 5, 2026
RFP # 40045**

Public Bid Opening | No

Proposals Due | March 12, 2026 at 5:00pm



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CITY OF SANTEE
REQUEST FOR PROPOSALS
AS-NEEDED ON-CALL SPECIAL INSPECTION AND GEOTECHNICAL SERVICES

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Attachment "A" - Agreement for As-Needed Professional Services

1. RFP Overview

1.1 Purpose of RFP

The City of Santee (“City”), is seeking proposals from qualified firms, consultants, hereinafter referred to interchangeably, to provide special inspection and geotechnical services for City projects, or as requested for independent third party inspection of Public Works improvements for private development projects, on an as-needed, project specific or task order basis to ensure compliance with project plans, specifications and the California Building Code requirements. The City anticipates awarding a multi-year as-needed contract with an initial term of two (2) years and an option to amend to a total term of eight (8) years to maintain project consistency, reduce overall project cost, and accommodate project timelines.

The professional service objectives are to provide all necessary special inspection, geotechnical engineering, CCTV inspection, utility location, and leak detection services for City project or to ensure third-party inspection and compliance for projects performing work on City owned parcels, roadways, bridges, parks, facilities and City right-of-way through a single professional services contract. Anticipated building inspection projects could include the City’s Community Center project scheduled for construction in 2026, fire station construction and remodeling projects, park restroom facilities, and any other building facility owned and operated by the City.

Specific services will be requested on a project-by-project basis if and as needed through a task order request. The successful firm will be able to provide a proposed fee and schedule within ten (10) days after receipt of the City’s request for services based on the standard schedule of fees to be agreed to by the parties.

Interested parties shall submit a Proposal Submittal (See Section 1.7) to display the capabilities in providing these services per the specifications outlined in this RFP. Based on this RFP, the City intends to select one firm for agreement negotiations. If the City is unable to reach an agreement with the selected firm, then the City has the option to negotiate with another. Award of the contract, if any, will be to the firm whose professional qualifications, experience, and proposed work plan demonstrates that it will competently satisfy the requirements described in this RFP within the City’s budget. Price will be a primary factor but will not be the sole consideration for award. This RFP does not commit the City to award any contract, defray any costs incurred in the preparation of a proposal pursuant to this RFP, or in any resulting negotiations, or to procure contracts for work.

The successful firm will be expected to execute the City’s standard, template contract and will be required to meet specific insurance requirements and provide proof of Professional Liability insurance as specified in ATTACHMENT “A” - AGREEMENT FOR AS-NEEDED PROFESSIONAL SERVICES. All designers, contractors, including subcontractors, working on the Project must be licensed and registered with the State of California, as required. Additionally, the selected firm must have, or will be required to obtain, a business license to work in the City of Santee.

The City’s estimated budget for services is subject to annual appropriation by the City Council, but may be up to \$300,000 annually depending on the number of projects and project requirements each year.

Additional budget required for future task orders will be established as required to complete the required services pending the availability of funding for the Capital Improvement Program or ongoing development projects in Santee. No request for services will be made unless adequate funds have been appropriated.

1.2 RFP Timeline

Table 1, RFP Schedule of Events, identifies the RFP schedule that will be followed; note that dates are subject to change.

Table 1 – RFP Schedule of Events

RFP EVENT	DATE/TIME
City Issues RFP	February 5, 2026
Deadline for Proposer Questions	February 27, 2026 at 5:00pm
City Responses to All Questions	March 5, 2026
Deadline for Proposal Submission (DELIVERED TO CLERK'S OFFICE)	March 12, 2026 at 5:00pm
City Completes Evaluations	March 20, 2026
Finalist Notified	March 27, 2026
Anticipated City Council Award (Tentative)	April 8, 2026

1.3 RFP Coordination

All communications concerning this RFP must be submitted via email to the RFP Coordinator identified below. The RFP Coordinator shall be the sole point of contact for this RFP.

Taylor Carrico
City of Santee
Email: tcarrico@cityofsanteeca.gov

Proposer's contact with anyone else in the City is expressly forbidden and may result in disqualification of the Proposer's bid.

1.4 Proposal Preparation Costs

The City will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

1.5 RFP Amendment and Cancellation

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, it will be posted to the City's procurement website, under the section titled **Bid Opportunities**. Proposers bear responsibility for monitoring the City's procurement website for any related procurement updates and will need to respond to the final written RFP and any exhibits, attachments, and amendments.

1.6 Questions Pertaining to the RFP

Specific questions concerning the RFP should be submitted via e-mail to the RFP Coordinator (See RFP Section 1.3 RFP Coordinator) no later than the "Deadline for Proposer Questions" as identified in Table 1, RFP Schedule of Events. Proposer questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked.

Copies of all questions and the City's responses will be posted to the City's procurement website.

1.7 Proposal Submittal

Proposals must be submitted no later than the "Deadline for Proposal Submission" as identified in Table 1, RFP Schedule of Events. Proposers assume the risk of the method of delivery chosen. The City assumes no responsibility for delays caused by any delivery service. A Proposer's failure to submit a proposal as required before the deadline may cause the proposal to be disqualified. Proposers must submit in a sealed package:

- ◆ One (1) original, signed master RFP Response.
- ◆ Three (3) printed copies of the RFP Response.
- ◆ One (1) USB drive containing electronic copies of all files submitted, including complete set of documents covering the RFP response.

Proposals must be clearly identified "RFP – As Needed On-Call Special Inspection and Geotechnical Services" and submitted to:

City of Santee
Office of the City Clerk
10601 Magnolia Avenue – Building 3
Santee, CA 92071-1222

All proposals must be received before the Deadline for Proposal Submission date as indicated in Table 1, RFP Schedule of Events. Proposals received after this time and date may be returned unopened. Postmarks will **not** be accepted as proof of receipt. If any portion of this RFP is excluded, the proposer must clearly indicate such exclusions with their proposal.

2. Scope of Services

Each fiscal year the City appropriates funds for various Capital Improvement Projects. In order to accomplish the annual goal, the City will need on-going special inspection services for its Capital Improvement Program projects during the construction phases. The work can include various disciplines.

The successful firm will provide special inspection, testing, geotechnical engineering and other related services for the City's Capital Improvement Program projects and other development projects in the City on an as-needed basis. The City may also utilize the services to cause the completion of 3rd party inspection and testing services for private or utility projects conducting work on City owned parcels, easements or right-of-way to ensure quality control and compliance is performed on construction projects. A task order will be issued for each individual project or services required by the City as-needed and will further define the specific services, timeline and budget.

All services provided will be accomplished according to the projects drawings, specifications permit requirements, or other industry standards which may include City of Santee Public Works Standards, City of Santee Standard Specifications, San Diego Area Regional Standard Drawings, Standard Specifications for Public Works Construction, Caltrans Standard Specifications and Drawings, California Building Code, ASTM Standards, ASHTO Standards and all other necessary performance requirements governing a particular project.

The successful applicant will have the experience and qualifications necessary to provide the following services:

Special Inspection and Testing:

- ◆ Reinforced Concrete
- ◆ Masonry
- ◆ Steel and Welding
- ◆ Fireproofing
- ◆ Reinforced Steel and Post Stress Tendons
- ◆ High Strength Bolting
- ◆ Completion of Daily Field Inspection and Testing Reports

Geotechnical Engineering, Testing and Reporting:

- ◆ Geotechnical Engineering Reports for Project Design and Development
- ◆ Asphalt Concrete Composition, Grading, Stability, and Density Testing
- ◆ Asphalt Concrete Compaction Testing
- ◆ Aggregate Base Compaction Testing
- ◆ Soils Composition and Classification Testing
- ◆ Soils Compaction Testing
- ◆ R-Value Testing
- ◆ Permeability Testing
- ◆ Daily Field Inspection and Testing Reports

Utility Location and Leak Detection Services (can be a third-party sub-consultant)

- ◆ Underground location and mark out of electrical, gas, water, sewer, irrigation and communication facilities.
- ◆ Leak Detection Service

CCTV Inspection Services (can be a third-party sub-consultant)

- ◆ CCTV Inspection of City Stormwater Facilities
- ◆ CCTV Inspection of Sewer Laterals and Mainlines at City Facilities
- ◆ Completion of Field Inspection Reports

Deputy Inspection Services (May be 3rd Party Sub-Consultant)

- ◆ Earthwork and Grading
- ◆ Asphalt Concrete
- ◆ Aggregate Base
- ◆ Concrete Curbs, Gutters, Sidewalk
- ◆ Storm Water Pipelines, Structures, Inlets, Cleanouts and Other Structures

- ◆ Street Lighting and Traffic Signals
- ◆ Traffic Control
- ◆ Daily Field Inspection Reports

Each task order for service may vary in size and schedule based on specific project needs. The City is not obligated to contract all scope of services with the successful firm.

2.1 Project Management

The selected firm will be able to provide all project management necessary to ensure the timely and successful completion of each task order and to provide continuous Quality Assurance and Quality Control during all design, inspection and testing activities. Appropriate project management services may vary by project or task but are anticipated to include the following.

- ◆ Award Meeting – Upon notification and acceptance of a new task, consultant will meet with representatives of the City's Engineering Department to discuss the requested services.
- ◆ Kick-Off Meeting – Consultant will initiate each project with a kick-off meeting with City staff upon receipt of the notice to proceed and provide a project schedule showing all applicable tasks and completion dates.
- ◆ Team Meetings – Consultant will conduct monthly meetings to review project progress with City staff during active task orders. These meetings may include subconsultants as necessary. Meetings are anticipated to occur monthly, each meeting lasting approximately one (1) hour, and as necessary based on each task order scope of work.
- ◆ Project Tracking – The Consultant will provide monthly progress memoranda, schedule updates and invoicing.

2.2 Special Inspection and Testing Services

The Special Inspection and testing services are anticipated to be used for building facility projects, bridge projects and other projects requiring third-party special inspection services for compliance with the California Building Code and all local State and Federal inspection and testing requirements for the public works and general construction industry.

2.3 Geotechnical Engineering and Testing Services

This service will provide geotechnical engineering reports and studies for City projects, material testing of concrete, asphalt concrete, aggregate bases, soils and other related granular materials. Compaction testing for asphalt concrete, aggregate base, soils, foundations, and trench bedding and backfill.

2.4 Underground Utility Location Services

Services for utility location services may be necessary to help the City determine the location of existing City owned underground facilities such as water, sewer, electrical, communication and irrigation facilities when location services for the design, construction or repair of underground facilities is needed for City engineers or Public Works operations.

2.5 CCTV Inspection Services

Services for closed circuit television (CCTV) inspection are for periodic inspections of storm drains or any City of Santee owned water and sewer facilities on City owned parcels for routine maintenance and operations. This service may be required in emergencies for inspecting failed storm drains or sanitary sewer during storm events or immediately after storm events and during nighttime hours from 5:00pm to 7:00am, weekends or holidays.

2.6 Deputy Inspector Services

Consultant must be able to provide Deputy Inspector Services to assist the Engineering Department field inspection staff in high-demand staffing periods, night work periods or to assist in periods where City inspection staff are on vacation or other forms of leave on a temporary basis. The Deputy Inspector would report to the City engineer in charge of the project and provide daily updates on observations, inspection and testing performed on a project in which the City engineer would be responsible to make final determination of acceptance of improvements based on the recommendations, observations, inspection and testing performed by the Deputy Inspector. The Consultant would be provided at least 5-days' notice by the City for such required services.

2.7 Construction and Field Safety

The Firm shall be responsible for all construction and field safety of its employees, subconsultants and other persons, contractors or firms working on their behalf. The Consultant shall comply with all local, State and Federal Regulations to be compliant with safety regulation including Cal/OSHA and confined space requirements. The firm shall provide all necessary safety equipment and Personal Protective Equipment (PPE) and at a minimum, hard hats, ear protection, eye protection, safety vests, masks and safety boots when working on construction sites.

2.8 Project Reports

The Consultant will be expected to provide all final testing and inspection reports to the City at the end of each work week and provide immediate notice of any test or inspection which fails to meet the project plans, specifications, or permit requirements.

At a minimum, inspection reports must include the following:

- ◆ Firm's Name
- ◆ Inspectors or Testing Employee's Name
- ◆ Project Name or Task
- ◆ Site Location of Testing
- ◆ Date and Time of Testing
- ◆ Current Weather and Field Conditions
- ◆ General observations of work being performed
- ◆ Testing or Inspection Type Being Performed
- ◆ Specific Location of Test or Observations
- ◆ (Pipe Stationing, Depth, Height, Structural Member, Wall Type, Masonry Course, Asphalt Section, Base Section, Etc.)
- ◆ Results of testing or observations

2.9 Subcontracts

If the Consultant subcontracts any portion of the work, the Consultant shall ensure that all contract requirements including insurance provisions provided herein are adhered to.

2.10 Quality Control

All work submitted by the Consultant shall be complete and shall be carefully checked prior to submission. If the City discovers any errors or omissions prior to approving the Consultant's work, the work will be returned for correction and the Consultant will not be allowed additional compensation. Should the City or others discover errors or omissions in the work submitted by the Consultant after the City's approval thereof, the City's approval shall not be used as a defense by the Consultant.

3. Proposal Submission Requirements

3.1 General Instructions

The City discourages lengthy and costly proposals. Proposal should be prepared simply and economically and provide a straightforward, concise description of the Proposer's company, qualifications, proposed solution, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Glossy sales and marketing brochures are not necessary or desired.

Proposals must be organized consistently with the outline provided in this section of the RFP. Proposer must follow all formats and address all portions of the RFP set forth herein providing all information requested.

3.2 Proposal Format

Proposal must be structured, presented, and labeled in the following manner:

- ◆ Cover Letter
- ◆ Table of Contents
- ◆ Section 1 – Executive Summary
- ◆ Section 2 – Company Background
- ◆ Section 3 – Company Qualifications and Experience
- ◆ Section 4 – References
- ◆ Section 5 – Schedule of Charges and Fees

Failure to follow the specified format, to label the responses correctly, or to address all the subsections may, at the City's sole discretion, result in the rejection of the Proposal.

Proposal should be prepared on standard 8-1/2" x 11" paper and printed on 2 sides. All proposal pages should be numbered.

3.3 Cover Letter

The proposal must include a cover letter that provides the following:

- ◆ Proposer's legal name and corporate structure.
- ◆ Proposer's primary contact to include name, address, phone, and email.

- ◆ Identification of use of subcontractors and scope of work to be performed by subcontractors.
- ◆ Identification of any pending litigation against the Proposer.
- ◆ Disclosure of any bankruptcy or insolvency proceedings in last 10 years.
- ◆ Statement of the Proposer's credentials to deliver the services sought under the RFP.
- ◆ Statement indicating that the proposal remains valid for at least 120 days.
- ◆ Statement that the Proposer or any individual who will perform work for the Proposer is free of any conflict of interest (e.g., employment by the City).
- ◆ Statement of acknowledgement that the City's legal documents have been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no modifications are noted, the City will assume that the proposer can perform all normal tasks and services without reservation or qualification to the contract.
- ◆ Signature of a company officer empowered to bind the Proposer to the provisions of this RFP and any contract awarded pursuant to it.

The Proposal Cover Letter should be concise and brief and not exceed two pages unless Proposer's exceptions to the City's legal documents require it.

3.4 Table of Contents

All pages are to be numbered and figures, tables, charts, etc. must be assigned index numbers and identified in the Table of Contents.

3.5 Section 1 - Executive Summary

This section should provide a brief and concise synopsis of Proposer's proposal and a description of the Proposer's credentials to deliver the services sought under the RFP. The Executive Summary should not exceed three pages.

3.6 Section 2 – Company Background

This section of the proposal should include the following:

- ◆ A brief description of the Proposer's company background and organizational history.
- ◆ A statement of how long the Proposer has been performing the services required by this RFP and, specifically, the performance of special inspection, geotechnical testing, utility locating, leak detection, CCTV inspection, or related public works inspection services for municipal agencies.
- ◆ Identify the location of headquarters, technical support, and field offices.
- ◆ Identify the location of the office which would service the City.
- ◆ Identify Proposer's annual company revenues and profit for the last three company fiscal years.
- ◆ Company's registration and registration number as a California Department of Industrial Relations (DIR) registered contractor to perform work on Public Works contracts.

The Background section should not exceed 3 pages.

3.7 Section 3 – Company Qualifications and Experience

In this section of the proposal, the Proposer should identify company qualifications and experience in implementing solutions similar to what the City is seeking:

- ◆ Describe the Proposer's experience with public works infrastructure, including streets, utilities, drainage systems, capital improvement projects, and other municipal construction requiring special inspection, geotechnical testing, utility locating, leak detection, CCTV inspection, and deputy inspection services.
- ◆ *Do you want to add the requisite licensing requirements and qualifications of the individual employees of the firm?*
- ◆ If the Proposer is a joint venture or consortium, the qualifications of each participating firm should be separately identified, including indication of the percentage of services to be provided by each party to the joint venture or consortium. The firm planned to serve as the principal under the terms of any potential agreement with the City should also be identified.

The Company Qualifications section should not exceed three pages.

3.8 Section 4 - References

The Proposer must provide at least five (5) public agency references that are comparable to the City of Santee for which the Proposer has provided similar solutions, scope, and services (References MUST be for projects involving special inspection, geotechnical engineering, utility locating, leak detection, CCTV inspection, or deputy inspection services for public agencies). Further, at least three (3) of the references must be for similar services that have been provided in the last five (5) years. Note that references from California agencies of similar size and complexity to the City are preferred.

For each reference, Proposer must provide the following information:

- ◆ Agency name and contact information (i.e. name, title, address, phone, and email).
- ◆ Brief project description, and project duration.
- ◆ Implementation date.
- ◆ Implementation timeline and cost.

3.9 Section 5 - Schedule of Charges and Fees

The Proposal shall include a schedule of all charges, fees and hourly rates Consultant proposes to charge and upon which Consultant will estimate project budgets to provide requested services. This schedule will become a material provision of an awarded agreement. Consultant should anticipate that the proposed rates will remain in place through the initial two-year term of the agreement and should take into account that some or all of the services may require the payment of prevailing wages. Prevailing wage rates will be adjusted to match the current prevailing wage rates determined by the Department of Industrial Relations (DIR) at the time each task order for services is requested.

The submitted charges and fees should include the following:

Special Inspection and Testing

- ◆ Hourly Rates for Special Inspection and Testing
- ◆ Fee for Laboratory or Field Tests

Geotechnical Engineering and Testing

- ◆ Hourly Rates for Engineering Services
- ◆ Hourly Rates for Inspection Services
- ◆ Fee for Laboratory or Field Tests

CCTV Inspection and Reporting

- ◆ Hourly Rate of Inspection Crew and CCTV Truck and Equipment
- ◆ Day Rate of Inspection Crew and CCTV Truck and Equipment

City acknowledges that CCTV camera and truck equipment may have 4-8 hour minimum charges to account for mobilization and equipment operation. If a minimum charge, those charges shall be stated.

Utility Location and Leak Detection Service

- ◆ Hourly Rate for Utility Location Service
- ◆ Hourly Rate for Leak Detection Service
- ◆ Fee for Laboratory or Field Tests
- ◆ Emergency Hourly Rate (2-hour Notice Provided)

Acknowledgement that fees may be increased each year to match the Consumer Price Index for Testing and increases due to increases in Prevailing Wage Requirements.

4. Proposal Evaluation

4.1 Evaluation Committee

An Evaluation Committee made up of representatives of the Engineering Department with experience in design, construction and inspection of public works projects will review all proposals to determine which Proposers are qualified for consideration. The evaluation will include both an initial review and a detailed review. The review will evaluate all submissions for conformance to stated RFP requirements and specifications to eliminate all responses that deviate substantially from the RFP's intent and/or fail to satisfy the mandatory requirements. Those proposals that meet or exceed the mandatory requirements will be further evaluated.

The City reserves the right to request additional information from any Proposer. In addition, the City may schedule interviews from Proposer as part of the proposal evaluation process.

4.2 Proposal Evaluation and Selection Process

Proposals will be evaluated on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the service required and at fair and reasonable prices to the City.

The Evaluation Committee members will individually score each proposal based upon the following weighted criteria:

- ◆ Scope Understanding (20%) – 20 Points

The firms understanding of the type of services required, the type of projects completed for a City with similar infrastructure, and the importance of quality control processes, procedures, testing and reporting for public works improvement projects.

- ◆ Company Background and Qualifications (20%) – 20 Points

The overall qualifications and technical expertise of the firm, its history performing work in San Diego County, as well as experience and professional qualifications of the key principal members of the firm or subconsultant firm. Experience with and successful completion of similar testing and inspection and reporting for public works projects. Feedback from clients of other successfully completed services of a similar nature.

- ◆ Experience of Team Members (20%) – 20 Points

Experience related to the firms' team members or subconsultant team members proposed to perform testing, inspection, and reporting for City. Years of experience with the firm or subconsultant firm, their qualifications, licenses or certificates held applicable to the requires scope of services.

- ◆ Capabilities (20%) – 20 Points

The capability of the firm and its subconsultants to provide the requested testing and inspection services required. The ability of the firm to provide staffing, scheduling and other related items to complete the necessary testing in a timely manner. The ability to provide services in an emergency event to ensure repairs are made in a timely manner for public works facilities.

- ◆ Cost to Perform Services (20%) – 20 Points

Reasonableness and competitiveness of the fee schedule. The lowest proposed cost is a significant factor, but is not the sole criteria for recommending contract award. Award will be based on the best value. Irrespective of cost, proposals will be rejected if they do not meet the City's needs.

Upon completion of the evaluation by the City's selection panel, each panel member's scores will be totaled and the proposal that receives the highest total score will be eligible for contract award.

5. General Conditions

This RFP does not commit the City of Santee to award a contract, to defray any costs incurred in the preparation of a proposal, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with any qualified source, or cancel in whole or in part this RFP if it is in the best interest of the City to do so. The City reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether or not that proposal was selected.

Subsequent to contract negotiations, prospective firms may be required to submit revisions to their proposals. All firms submitting a proposal should note that the execution of any contract pursuant to this RFP is dependent upon the recommendation of the City selection committee and the approval of the Santee City Council.

5.1 Public Records

All proposals submitted and information included therein shall become the property of the City of Santee and public records, and as such may be subject to public review.

5.2 Addenda

Any changes to this RFP are invalid unless specifically modified by the City and issued as a separate addendum document. Should there be any question as to changes to the content of this document; the City's copy shall prevail.

All addenda and notices related to this solicitation will be posted by the City on the City's website at www.cityofsanteeca.gov under the "Bid Opportunities" of the main page. In the event this RFP is obtained through any means other than the City's website, the City will not be responsible for the completeness, accuracy or timeliness of the RFP document.

5.3 Equal Opportunity

The City endeavors to do business with firms sharing the City's commitment to equal opportunity and will not do business with any firm that discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth.

5.4 Right to Cancel

The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Proposers will be notified in writing by the City.

5.5 Conflict of Interest

The City complies with all California statutes and regulations related to conflicts of interest.

5.6 Insurance Requirements

The City requires consultants doing business with it to obtain insurance as shown in the standard Professional Services Agreement. The required insurance certificates must comply with all requirements of the standards as shown in attached ATTACHMENT A – AGREEMENT FOR AS-NEEDED PROFESSIONAL SERVICES, and must be provided (original copy) within fifteen (15) days of notice of selection and prior to the commencement of the Work.

5.7 Business License

The selected firm will be required to obtain a Santee business license upon award of the contract. Current cost: \$112.00 for initial license (valid for one year); \$44.00 for annual renewal.

6. General Requirements

6.1 Collusion

By submitting a response to the RFP, each Proposer represents and warrants that its response is genuine and made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

6.2 Gratuities

No person will offer, give, or agree to give any City employee or its representatives any gratuity, discount, or offer of employment in connection with the award of contract by the City. No City employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a City contract.

6.3 Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the Standard Professional Services Agreement, for comments, questions, defects, objections, or any other matter requiring clarification or correction. Comments concerning RFP objections must be made in writing and received by the City no later than the "Deadline for Written Questions and Comments" detailed in Table 1, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City, in writing, by the Deadline for Written Questions and Comments.

6.4 Nondiscrimination

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities on the grounds of disability, age, race, color, national origin, religion, religious creed, age (over 40) sex and gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity, gender expression, disability (mental and physical), medical condition, genetic information, marital status, or military and veteran status, or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's contractors. Accordingly, all Proposers entering into contracts with the City will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

6.5 Proposal Withdrawal

To withdraw a proposal, the Proposer must submit a written request, signed by an authorized representative, to the RFP Coordinator (Section 1.3) up until the RFP submission deadline, according to Section 1.2 RFP Timeline. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the deadline for submitting proposals.

6.6 Proposal Errors

Proposer is liable for all errors or omissions contained in their proposal. Proposer will not be allowed to alter proposal documents after the deadline for submitting a proposal.

6.7 Incorrect Proposal Information

If the City determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal will be determined non-responsive, and the proposal may be rejected.

6.8 Prohibition of Proposer Terms and Conditions

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the City, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

6.9 Assignment and Subcontracting

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior written approval from the City. Each subcontractor must be approved in writing by the City. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior, written approval from the City.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, will be the prime contractor, will be responsible for all work performed, and will be responsible for all costs to subcontractors for services provided by the Proposer. The Proposer is prohibited from performing any work associated with this RFP or using contractors for any service associated with this RFP offshore (outside the United States).

6.10 Right to Refuse Personnel

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors. The City reserves the right to interview and approve all Proposers' staff. Proposer's staff may be subject to the City's background and drug testing processes at any time.

6.11 Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

6.12 Licensure

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The City may require any or all Proposers to submit evidence of proper licensure.

6.13 Prevailing Wages

Proposers are advised that this Contract is a public work for purposes of the California Labor Code, which requires payment of prevailing wages for applicable trades and services. This contract is subject to compliance monitoring and enforcement by the State of California, Department of Industrial Relations.

Pursuant to Labor Code Section 1773, the City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes are on file at the Office of the Director of Engineering, and also available from the Director of the Department of Industrial Relations. These per diem rates will be made available to any interested party upon request. A copy of these prevailing wage rates may be obtained via the internet at www.dir.ca.gov/dlsr. Each Proposer to whom a Contract is awarded and every Subconsultant must pay the prevailing rates, post copies thereof at the job site and otherwise comply with applicable provisions of state law.

It shall be mandatory upon the bidder to whom the Contract is awarded, and upon any Subconsultant under them, to comply with all Labor Code provisions, which include, but are not

limited to the payment of not less than the said specified rates to all workers employed by them in the execution of the Contract, employment of apprentices, retention of payroll records, hours of labor and debarment of Consultants and Subconsultants.

The services required are subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Proposer's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

6.14 Employment of Apprentices

Proposer and all subconsultants shall comply with the requirements of Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices. Knowing violations of Labor Code Section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100.00) for each calendar day of non-compliance pursuant to Labor Code Section 1777. The responsibility for compliance with this section shall rest upon the Proposer.

6.15 Consultant/Contractor Registration

Pursuant to Labor Code Sections 1725.5 and 1771.1, all Contractor and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the Proposers and subconsultants' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Consultant and its subconsultants, of any tier, shall maintain active registration with the Department of Industrial Relations (including payment of all required registration and annual renewal fees) for the duration of the Project.

Any listed and/or unlisted subcontractor working for a public works project shall be replaced by the Consultant immediately upon notice by the City or Consultant that the subconsultant is unregistered. The Consultant shall be responsible for any costs associated with the replacement of a Subcontractor for failure to be registered with the Department of Industrial Relations as a qualified Consultant to perform work on a public works project.

The services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. In proposing on this request for proposals, it shall be the Proposer's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Any proposal submitted by a Proposer who is unregistered at the time of the RFP due date shall be deemed a non-responsible Proposer and their proposal shall be rejected.

6.16 Conflict of Interest and Proposal Restrictions

By submitting a response to the RFP, the Proposer certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.

6.17 Contract Negotiations

After a review of the proposals and completion of the evaluation session and additional due diligence, the City intends to enter into contract negotiations with the selected Proposer. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City will open negotiations with the next ranked service provider.

6.18 Execution of Contract

If the selected Proposer does not execute a contract with the City within thirty (30) business days after notification of selection, the City may give notice to that service provider of the City's intent to select from the remaining Proposers or to call for new proposals, whichever the City deems appropriate.

6.19 Right of Rejection

The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety. Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The City may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. Proposer may not restrict the rights of the City or otherwise qualify their proposal. If a Proposer does so, the City may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFP.

6.20 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (Government Code Sections 7920.000-7930.215). By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

6.21 Proprietary Information

The master copy of each proposal will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown

to be exempt by law (Government code §7930.005). Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City will constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the City, the City will notify the Proposer of the request and delay access to the material until seven working days after notification to the Proposer. Within that time delay, it will be the duty of the Proposer to act in protection of its labeled information. Failure to so act will constitute a complete waiver.

6.22 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the City and Proposer will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

6.23 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal will be incorporated into the final contract.

6.24 Proposal Amendment

The City will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the City.

6.25 Consultant Participation

The City reserves the right to share with any consultant of its choosing this RFP and proposal responses in order to secure a second opinion. The City may also invite said consultant to participate in the Proposal Evaluation process.

6.26 Warranty

The lead consultant, and all subcontractors working under the direction of said consultant are required to maintain errors and omissions insurance for a minimum of five (5) years after completion of the final design testing or inspection services.

6.27 Rights of the City

The City reserves the right to:

- ◆ Make the selection based on its sole discretion.
- ◆ Reject any and all proposals.
- ◆ Issue subsequent Requests for Proposals.
- ◆ Postpone opening proposals, if necessary, for any reason.
- ◆ Remedy errors in the Request for Proposal process.
- ◆ Approve or disapprove the use of particular subcontractors.
- ◆ Negotiate with any, all, or none of the Proposers.
- ◆ Accept other than the lowest offer.
- ◆ Waive informalities and irregularities in the proposals.

- ◆ Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement will not be binding or valid with the City unless and until it is approved by the City Council and executed by authorized representatives of the City and of the Proposer.

ATTACHMENT "A"

**AGREEMENT FOR AS-NEEDED PROFESSIONAL SERVICES
BETWEEN THE CITY OF SANTEE
AND
[CONSULTANT]**

This Agreement for As-Needed Professional Services ("Agreement") is made and entered into this [DAY] day of [MONTH], [YEAR], by and between the City of Santee, a charter city organized and operating under the laws of the State of California ("City") and [CONSULTANT], a [corporation, partnership, LLC or LLP, sole proprietor, etc.] with its principal place of business at [ADDRESS] ("Consultant"), either of which may also be referred to as "Party" or, collectively, as "parties".

RECITALS

- A. City is in need of non-exclusive, on-call as-needed professional services for the following services: As-Needed Project Management Services, Special Inspection and Testing Services, Geotechnical Engineering Services and Testing Services, Underground Utility Location Services, CCTV Inspection Services, and Deputy Inspector Services ("the Project").
- B. Consultant is duly licensed and has the necessary qualifications to provide such services in the State of California.
- C. The City has selected Consultant on the basis of demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable rate.
- D. This Agreement establishes the terms for the City to retain the Consultant in order to provide the services described herein.

AGREEMENT

1. Services

The Scope of Services to be provided by Consultant is detailed in the attached **Exhibit A** (the "Services") and incorporated as terms of this Agreement. City will request Consultant's services on a project-by project basis as needed by City. City will notify Consultant of the services required for a specific Capital Improvement Program (CIP) project or other development project (the "Project") and provide any terms and conditions applicable to the Project that are in addition to the terms of this Agreement. The terms of this Agreement control in the event of any conflict with the request.

- a. **Time of Performance.** Consultant will perform its services in a prompt and timely manner. Unless otherwise agreed, Consultant will provide a Project

fee schedule based on the Schedule of Charges defined below within seven days of receipt of the City's request for services and complete any assigned review within 14 calendar days of receipt of the documents.

- b. **Notice of Proceed.** Upon receipt of a task order or notice to proceed, Consultant will begin work as of the date stated.
- c. **Representative.** Consultant will assign [CONSULTANT REPRESENTATIVE] to service as Project Manager of all Projects created under this Agreement. The Project Manager will not be removed from the Project or reassigned without the prior written consent of the City. Consultant will make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services under this Agreement.
- d. **No Guaranty of Work.** City does not guarantee that Consultant's Services will be requested during the term of this Agreement. Consultant acknowledges that this is a non-exclusive agreement and that City may contract with other licensed professionals to provide the same types of services for Capital Improvement Program (CIP) or other development projects.

2. Compensation

- a. **Fees Charged.** Consultant's Schedule of Charges is attached as [Exhibit B](#) and incorporated as terms of this Agreement. These fees will remain in force throughout the term and any extension or renewal of this Agreement unless other agreed.
- b. In no event shall the total amount paid for services rendered by Consultant pursuant to this Agreement exceed the sum of \$_____. This Agreement is subject to and contingent on budgetary appropriations being approved by the City Council for each fiscal year during the term of this Agreement. If such appropriations are not approved, the Agreement will be immediately terminated without penalty to the City.
- c. **Monthly Invoice.** Each month Consultant will send an invoice to City for all work performed and expenses incurred in connection with a specific Project during the preceding month. The invoice will detail charges by categories, including labor, travel, materials, equipment, supplies, sub-consultant charges and miscellaneous expenses. Invoices should be sent to: _____ at _____, who will review the invoice and either put it in line for payment from the funds allocated for this Contract or confer with Consultant about any disputed charges and request that the invoice be revised and resubmitted for further consideration.

- d. **Payment.** City will use its best efforts to pay all approved invoices within 30 days of receipt. Payment of an invoice will not waive any defects in Consultant's work. Consultant is under no obligation to perform work if insufficient funds in the Contract are available to pay for the Services.
- e. **No Payment for Additional Work.** Consultant will not be compensated for work outside of the Scope of Services unless agreed to by the parties in writing. If changes to the Scope of Services are to be considered, Consultant will provide a letter defining the requisite changes, the estimated costs associated with the change, and any changes to the Project schedule. City will then prepare an amendment to the Project, which must be signed by the Parties before additional services are authorized and entitled to compensation.

3. Term of Agreement

This Agreement will remain in effect for a period of two (2) year from the date stated above. This term may be extended upon written agreement of both City and Consultant. Such term may be extended up to three additional two (2) year agreements, for a total period not to exceed eight (8) years at sole discretion of the City. Any Projects initiated during the term of this Agreement will continue under its terms through Project completion.

4. Maintenance of Records

Books, documents, papers, accounting records, and other evidence pertaining to work done and costs incurred pursuant to this Agreement shall be maintained by Consultant and made available for inspection, audit and copying by the City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under the Agreement.

5. Ownership and Use of Work

All documents and materials prepared pursuant to this Agreement shall be considered the property of City, and will be turned over to City upon demand, but in any event upon completion of the work. City reserves the right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other documents and materials prepared under this Agreement without the permission of Consultant. All documents and materials shall be delivered in a reproducible form. As used herein, "documents and materials" include, but are not limited to, any original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, and computer files prepared or developed pursuant to this Agreement.

6. Findings Confidential

Any reports, information, data or materials given to or prepared or assembled by Consultant under this Agreement are confidential and shall not be made available to any individual or organization by Consultant without prior written approval of City.

7. Conflict of Interest

Consultant hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired during the term of this Agreement that would conflict in any manner with the performance of services pursuant to this Agreement.

8. Delays in Performance

Neither the City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

9. Compliance with Law

- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If Consultant's failure to comply with applicable laws, ordinances, codes and regulations results in a claim for damage or liability to City, Consultant shall be responsible for indemnifying and holding the City harmless as provided in this Agreement.
- b. Consultant shall assist the City, as requested, in obtaining and maintaining all permits, if any, required of Consultant by federal, state and local regulatory agencies.

10. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

11. Assignment and Subconsultants

Consultant shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. A consent to one assignment shall not be deemed to be consent to any subsequent assignment. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

12. Independent Consultant

Consultant is retained as an independent Consultant and is not an agent or employee of the City. No employee or agent of Consultant shall by this Agreement become an agent or employee of the City. The work to be performed shall be in accordance with the work described in [Exhibit 'A'](#), subject to such directions and amendments from the City as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Consultant enters into this Agreement as, and shall continue to be, an independent consultant. All services shall be performed only by Consultant and Consultant's employees, if applicable. Under no circumstances shall Consultant, or any of Consultant's employees, look to the City as his or her employer, or as a partner, agent or principal. Neither Consultant, nor any of Consultant's employees, shall be entitled to any benefits accorded to City employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant's expense, and in Consultant's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the services.

13. Integration

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

14. Insurance

a. Commercial General Liability

- (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
 - (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
- (iii) Commercial General Liability Insurance must include coverage for the following:
 - (1) Bodily Injury (including death) and Property Damage
 - (2) Personal Injury/Advertising Injury
 - (3) Premises/Operations Liability
 - (4) Products/Completed Operations Liability
 - (5) Aggregate Limits that Apply per Project
 - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
 - (7) Contractual Liability with respect to this Contract
 - (8) Broad Form Property Damage
 - (9) Independent Consultants Coverage
 - (10) Sexual Misconduct Coverage, with no applicable sublimit
- (iv) All such policies shall name the City of Santee, its City Council and each member thereof, its officers, employees, and agents as Additional Insureds under the policy.
- (v) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City. All deductibles and self-insured retentions must be declared to the City prior to commencing work under this Agreement.

b. Automobile Liability

- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Automobile Liability Insurance for bodily injury (including death) and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
- (iii) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the City.

c. Workers' Compensation/Employer's Liability

- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.
- (ii) Such insurance shall include an insurer's Waiver of Subrogation in favor of the City and will be in a form and with insurance companies acceptable to the City.
- (iii) If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City.
- (iv) Before beginning work, the Consultant shall furnish to the City satisfactory proof that he/she has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Consultant shall require all subconsultants to obtain and maintain, for the period covered by the work under this Agreement, worker's compensation of the same type and limits as specified in this Section.

d. Professional Liability (Errors and Omissions)

- (i) At all times during the performance of the work under this Agreement and for 60 months following the date of Project completion and acceptance by the City, the Consultant shall maintain Professional Liability insurance, in a form and with insurance companies acceptable to the City and in an amount indicated herein; provided, however, that if the work under this Agreement involves teaching, coaching, or childcare, Consultant shall provide Educators Legal Liability ("ELL") insurance in lieu of Professional Liability insurance

e. Cyber Liability

(i) At all times during the performance of the work under this Agreement and for sixty (60) months following the date of Project completion, the Consultant shall carry and maintain, at its own expense, including any City-approved deductibles or retentions, Cyber Liability insurance in an amount stated herein. The Cyber Liability policy must include security and privacy liability, media liability, business interruption and extra expense, and cyber extortion liability, as specified by the City. Such coverage is required if Consultant provides products and/or services related to information technology and electronic data processing (including hardware and software) to the City or as otherwise required by the City.

f. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury (including death), personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury (including death) and property damage
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Professional Liability / ELL	\$2,000,000 per claim and 5,000,000 aggregate (errors and omissions)
Cyber Liability Insurance	\$1,000,000 per occurrence/\$2,000,000 aggregate (if Project involves electronic data processing or development of hardware or software)

If Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

g. Evidence of Insurance Required

(i) Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative, Certificate of Insurance (most

recent version of Acord 25 Form or equivalent), and Additional Insured Endorsement verifying compliance with the requirements. All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

h. Policy Provisions Required

- (i) The City of Santee, its City Council and each member thereof, its officers, employees, and agents shall be named as an additional insured on the Commercial General Liability policy, and, if the Project involves environmental hazards, on the Pollution/Asbestos Liability policy using form 2010 1185 or equivalent. Any subconsultant, subcontractor or similar entity performing work on the Project must add the City as an additional insured using CG form 20 38, or broader coverage. Blanket endorsements may be accepted at City's discretion. All policies shall contain or shall be endorsed to contain a provision that advanced written notice of any cancellation, including cancellation for non-payment of premium, shall be provided to the City. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on endorsements. At the City's sole discretion, the requirement to endorse policies to provide advanced written notice of cancellation to the City may be waived upon the Consultant's agreement that it shall provide the City with copies of any notices of cancellation immediately upon receipt.
- (ii) General Liability, Automobile Liability, and if required, Pollution Liability insurance policies shall contain a provision stating that the Consultant's policies are primary insurance and that the insurance of the City or any named additional insureds shall not be called upon to contribute to any loss.

i. Qualifying Insurers

- (i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State. Such insurance carrier shall have not less than an 'A' policyholder's rating and a financial rating of not less than

"Class VII" according to the latest Best Key Rating Guide. Due to market fluctuations in the Workers Compensation sector, the City reserves the right and at its sole discretion to review and accept the Consultant's proposed Workers compensation insurance.

j. Additional Insurance Provisions

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii) If at any time during the life of the Agreement, the Consultant fails to maintain in full force any insurance required by the Agreement documents the City may terminate the Agreement or may elect to withhold compensation in an amount sufficient to purchase insurance to replace any expired or insufficient coverage.
- (iii) The Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.
- (iv) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (v) Neither the City, nor its City Council, nor any member of thereof, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Contract.

15. Indemnification

To the fullest extent permitted by law, Consultant agrees to indemnify, defend (with independent counsel reasonably approved by the City) and hold harmless the City and its officers, employees and elected and appointed officials, agents, and volunteers (each, an "Indemnified Party") from and against any and all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type, expressly including but not limited to those arising from bodily injury (including death) or property damage, arising out of or resulting from any act or omission to act of the Consultant, Consultant's agents, officers, employees, subconsultants, or

independent consultants hired by Consultant under this Agreement. The Consultant's obligations apply regardless of whether or not a liability is caused or contributed to by the negligence (including passive negligence) or other act or omission of an Indemnified Party. The acceptance or approval of the Consultant's work by an Indemnified Party shall not relieve or reduce the Consultant's indemnification obligation. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, agents, employees or representatives. The provisions of this Section shall survive completion of the work under this Agreement or the termination of this Agreement and are not limited by the provisions relating to insurance. If the Consultant maintains additional coverage or higher limits than those indicated herein, then the City shall be entitled to additional coverage or higher limits maintained by the Consultant.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

16. Confidentiality

Consultant shall keep confidential all information, in whatever form, produced, prepared, observed or received by Consultant to the extent that such information is confidential by law or otherwise required by this Agreement.

17. Laws, Venue, and Attorneys' Fees

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

18. Termination or Abandonment

- a. City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

- b. Consultant may terminate this Agreement at any time upon thirty (30) days written notice of termination to City.
- c. If either Consultant or City fails to perform any material obligation under this Agreement, then, in addition to any other remedies, City or Consultant may terminate this Agreement immediately upon written notice.
- d. Upon termination of this Agreement, all property belonging to City which is in Consultant's possession shall be returned to City. Consultant shall furnish City with a final invoice for work performed by Consultant. City shall have no obligation to pay Consultant for work performed after termination of this Agreement.

19. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed as shown below and shall be effective upon receipt thereof.

CITY:	CONSULTANT:
Carl Schmitz, P.E.	Attn:
City Engineer/Director of Engineering	Title
City of Santee	Company
10601 Magnolia Avenue	Address
Santee, CA 92071	City, State, Postal Code

20. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

21. Severability and Waiver

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

22. Non-discrimination

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

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

CITY OF SANTEE:

By: _____
Wendy Kaserman
City Manager

CONSULTANT:

By: _____
[Name]
[Title]

APPROVED AS TO FORM:

BEST & KRIEGER LLP

By: _____
Shawn Hagerty
City Attorney

EXHIBIT 'A'
SCOPE OF SERVICES

1. The Consultant will provide special inspection, testing, geotechnical engineering and other related services for the City's Capital Improvement Program projects and other development projects in the City on an as-needed basis. The specific services required will be identified in a task order in connection with an assigned Project, and may include one or more of the following services below:

Special Inspection and Testing:

- ◆ Reinforced Concrete
- ◆ Masonry
- ◆ Steel and Welding
- ◆ Fireproofing
- ◆ Reinforced Steel and Post Stress Tendons
- ◆ High Strength Bolting
- ◆ Completion of Daily Field Inspection and Testing Reports

Geotechnical Engineering, Testing and Reporting:

- ◆ Geotechnical Engineering Reports for Project Design and Development
- ◆ Asphalt Concrete Composition, Grading, Stability, and Density Testing
- ◆ Asphalt Concrete Compaction Testing
- ◆ Aggregate Base Compaction Testing
- ◆ Soils Composition and Classification Testing
- ◆ Soils Compaction Testing
- ◆ R-Value Testing
- ◆ Permeability Testing
- ◆ Daily Field Inspection and Testing Reports

Utility Location and Leak Detection Services (can be a third-party sub-consultant)

- ◆ Underground location and mark out of electrical, gas, water, sewer, irrigation and communication facilities.
- ◆ Leak Detection Service

CCTV Inspection Services (can be a third-party sub-consultant)

- ◆ CCTV Inspection of City Stormwater Facilities
- ◆ CCTV Inspection of Sewer Laterals and Mainlines at City Facilities
- ◆ Completion of Field Inspection Reports

Deputy Inspection Services (May be 3rd Party Sub-Consultant)

- ◆ Earthwork and Grading
- ◆ Asphalt Concrete
- ◆ Aggregate Base
- ◆ Concrete Curbs, Gutters, Sidewalk
- ◆ Storm Water Pipelines, Structures, Inlets, Cleanouts and Other Structures

- ◆ Street Lighting and Traffic Signals
- ◆ Traffic Control
- ◆ Daily Field Inspection Reports

2. Each task order for service may vary in size and schedule based on specific project needs. The City is not obligated to contract all scope of services with the successful firm.
3. Specific services will be requested on a project-by-project basis if and as needed through a task order request. The successful firm will be able to provide a proposed fee and schedule within ten (10) days after receipt of the City's request for services based on the standard schedule of fees in this agreement.
4. Consultant will provide an affidavit that the Consultant will not perform any work for the City that could lead to a conflict of interest. The Consultant will notify the City of any possible conflicts of interest prior to performing any work requested by the City. A conflict of interest may include, but will not be limited to, having financial interest in any projects where services are requested, or consulting, or material suppliers of projects where services are requested. The City has the option to rescind and void the contract in the event that the Consultant fails to properly notify the City of a possible conflict of interest.

EXHIBIT 'B'
SCHEDULE OF CHARGES

EXHIBIT 'C'
ACTIVITY SCHEDULE