



## REQUEST FOR PROPOSAL

### PROFESSIONAL ARCHITECTURAL-ENGINEERING SERVICES

for the

## Ambulance Station/Administrative Offices Pre-Design

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The Cambria Community Healthcare District (District) is inviting qualified firms to submit statements of qualifications and proposals to provide Architectural-Engineering Pre-Design Services for the District's Ambulance Station/Administrative Offices, located at 2515 Main Street, Cambria, CA 94328. Requested services include, a facility condition assessment (FCA), architectural programming, feasibility and conceptual design studies, and conceptual project budgets and schedules.

This Request for Proposal is posted on the District's website at:

[www.cambria-healthcare.org/rfp.html](http://www.cambria-healthcare.org/rfp.html)

A pre-submittal job site meeting will be held 2:00 PM, Saturday, August 14, 2021. Attendance at this meeting is not mandatory but recommended.

If your firm is interested and qualified, please submit your proposal in accordance with the RFP submittal requirements.

Proposals must be received no later than 2:00 PM, Wednesday, August 25, 2021.

Questions regarding the content of this RFP must be made in writing and directed to:

Michael McDonough, Administrator, [mmcdonough@cambria-healthcare.org](mailto:mmcdonough@cambria-healthcare.org)

Questions will be accepted up until 48-hours before the submission deadline. Any substantive responses to questions will be made by addendum and shall become a part of this RFP.

Proposers are responsible for monitoring the District website for addenda and other relevant new information prior to the submission deadline. The District is not responsible for the failure of any prospective proposer to receive such addenda.

Thank you for your interest!

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## INTRODUCTION

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The Cambria Community Healthcare District (District) is a public, tax and fee supported Special Services District authorized under Sections 32000-32003 of the California Health and Safety Code. The District operates an Advanced Life Support ambulance service and provides community health education. The District's mission is to improve the health of District residents by providing emergency services, improving access to care, and promoting wellness. Administrative and financial oversight is provided by a locally elected five-member Board of Directors.

The District includes the seaside villages of Cambria and San Simeon and outlying agriculture and recreation areas. The local population of 7,200 full-time residents is primarily made up of retired seniors and working families. The District office and EMS operations are located in Cambria, which lies 35 miles north of the county seat in San Luis Obispo and midway between San Francisco and Los Angeles on California Highway 1. A popular vacation destination, the area hosts approximately 1.5-2.0 million visitors each year who are attracted to the charming shops and restaurants, scenic coastline, the famous Hearst Castle, and over 200 nearby wineries.

## PROJECT BACKGROUND

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The District owns and operates the existing buildings and grounds located at 2515 and 2535 Main Street, Cambria, CA (APN 013-241-024). The ambulance station and administrative offices are located at 2515 Main Street, Suites A&C. The District currently leases a portion of the building, Suite B to the Cambria Community Health Center (no affiliation with the District). Suite B will become vacant sometime near the end of the year 2021.

**Site.** The site is an approximate 0.94-acre parcel, of which the southern portion (approximate 0.45-acre facing Main Street) is flat and developed, while the remaining northern portion is steeply up-sloped, wooded and undeveloped. Notable site improvements include: two permanent buildings – 2515 and 2535 Main Street, two free-standing sheds, antenna, wood catchment wall, paved parking and walkways, and landscaping.

In 2017 heavy rains caused a surficial slope failure and damaged a portion of the existing wood catchment wall. At that time, the building located near that slope failure, 2535 Main Street, was taken out of service for human occupancy and is currently being used for storage.

**2515 Main Street.** This building was originally constructed as medical offices in the 1950s, then enlarged with a 1967 addition. The original building is single story, slab on grade with reinforced concrete block masonry walls and a wood framed roof diaphragm. The addition is a single story, slab on grade, with wood framed walls and roof. Total approximate area equals 3,760 gross square feet (GSF), of which the original building is 2,840 GSF and the addition is 920 GSF.

The ambulance station's operational and space needs are not being met in the existing building. There have been no past projects to upgrade the building or systems to comply with building, fire, and energy codes, ADA, etc. Asbestos, lead and other hazardous materials may be present. A hazardous materials study is being prepared.

**2535 Main Street.** As noted above, this building is unoccupied and is presently used for document and equipment storage. Originally constructed as a garage it was converted sometime in the past for ambulance crew sleeping quarters. The crews' quarters were relocated to the 2515 Main Street building in 2017 after the slope failure.

The building is approximately 740 GSF, single story, slab on grade, wood framed walls and roof. It is in poor condition. The presence of asbestos, lead, and other hazardous materials will be confirmed by the hazardous materials study currently being prepared.

Additionally, roughly thirty (30) percent of the building area is within 15-feet of the adjacent slope's toe. The District's intent is to include demolition of this building in the scope of any future ambulance station project that may be recommended.

## INTENT

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The primary purpose of the professional services requested in this RFP is to recommend proposed capital project schemes that address the District's long-term facility needs and existing deficiencies. The capital plan, if approved by the District Board of Directors, will require voter approval for a General Obligation Bond measure to finance construction. Such an initiative would be placed on the November 2022 ballot.

As part of the development of capital project schemes, the respondent must also produce a Facility Condition Assessment (FCA) of sufficient quality and comprehensive scope to document the facility's existing condition and support the proposed future plan.

## QUALIFICATIONS

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Firms shall meet the following minimum qualifications:

1. Be licensed to practice architecture in California, and the license active and in good standing
2. Firm within 75-miles of Cambria; CA is preferred but not mandatory
3. Be familiar with all applicable, local, state, and federal codes and regulations
4. Have past project experience with Ambulance Stations or similar facilities - a minimum of three (3) past projects preferred
5. Provide a quality project team capable of competently performing the services requested
6. Understand the District's intent, goals, objectives
7. Demonstrated success working with clients, consultants, and contractors
8. Satisfy insurance coverage requirements

## **SCOPE OF SERVICES**

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### **TASK 1: FACILITIES CONDITION ASSESSMENT**

Assess the physical condition of the existing facility's assets, which includes site improvements and utilities, and the 2515 Main Street building – architectural, structural, mechanical, plumbing, electrical. The FCA does not include the building located at 2535 Main Street, which is to be demolished. The FCA must include:

1. A narrative description of each asset.
2. Identification of assets approaching or exceeding their expected life and note any condition or related issues.
3. Identification of any code or compliance issues needing correction.
4. Recommendations for any projects needed to fix emergent issues and system and equipment renewals with two years or less of operational life remaining, including estimated costs of repair,
5. The following Scope is NOT included in Task 1:
  - 5.1. Assessment of the 2535 Main Street building.
  - 5.2. Furnishings, fixtures and moveable equipment and appliances.
  - 5.3. Cost estimates for non-emergent issues and system and equipment renewals with more than two years of operational life remaining.
  - 5.4. Assessment of vehicles and medical equipment

### **TASK 2: ARCHITECTURAL SPACE PROGRAM**

Working closely with the District's Facility Committee Representatives, develop an Architectural Space Program based on District's Facility Needs Assessment:

1. Review space program prepared by past consultant.
2. Revise Space Program as may be requested by District and finalize for District approval.

### **TASK 3: FEASIBILITY AND CONCEPTUAL DESIGN STUDIES**

Prepare Feasibility and Conceptual Design Studies presenting a minimum of three (3) competing schemes and project scopes satisfying the District's Facility Needs Assessment, approved Space Program, correcting applicable deficiencies identified in the FCA, and including the additional requirements listed below. Proposed schemes may include but are not limited to renovation of the 2515 Main Street building, demolition of the 2515 Main Street building in whole or part, and new ground-up or modular construction.

For purposes of this RFP, assume design-build delivery method for proposed schemes with estimated total project costs greater than one million dollars (\$1,000,000) and design-bid-build delivery method for projects less than one million dollars.

1. **Additional Requirements.** The following apply to each proposed scheme:
  - 1.1. Demolish 2535 Main Street building.
  - 1.2. Replace damaged wood catchment wall with new wall/structure of durable construction, as low in height as site conditions permit, and suitable for keeping paved areas largely free of debris from any future slides. The District envisions a wall/structure less than four (4) feet high, A wall/structure more than six (6) feet high does not meet this criterion. The new wall/structure may be realigned to reduce inclination of the “cut” slope adjacent to the (to be demolished) 2535 Main Street building, minimize wall/structure height and minimize excavation necessary for its construction. *Please note – approximately 20-lineal feet of the existing wood catchment wall extend onto the neighboring property to the east. Avoid proposing a new wall/structure that may impact that portion of the wood wall on the neighboring property.*
  - 1.3. Assume life cycle of at least twenty-five (25) years for all facilities.
  - 1.4. Coordinate IT (Information Technology) and security systems requirements, furniture, fixtures and moveable equipment requirements with District.
  - 1.5. LEED (Leadership in Energy and Environmental Design) certification of the project is not required. Proposed schemes should include a solar plant capable of providing 100% of the Facility’s estimated demand, an energy storage system for standby power, and greywater reuse system. In general, “green” building design principles should be followed wherever practical.
  - 1.6. Standby power generation. Batteries in conjunction with the solar plant is preferred, or gensets if renewable power is insufficient to meet estimated demand.
  - 1.7. Fuel storage tank.
  
2. **Description.** Provide narrative scope description and list the risks/benefits (pros/cons) for each proposed scheme.
  
3. **Project Schedule.** Provide conceptual project schedule for each proposed scheme, from start of design through completion of construction.
  - 3.1. Include an additional 90-calendar days in the schedule for permitting and construction delays.
  - 3.2. Assume a hypothetical construction Notice to Proceed date of September 01, 2023
  
4. **Project Budget.** Provide a conceptual budget for each proposed scheme that includes estimated design and permitting fees, and cost of construction.
  - 4.1. Use Unifomat - Level 1, for breakdown of costs, except show itemized costs for the following Additional Requirements:
    - 4.1.1. Demolish 2535 Main Street building, including hazardous materials abatement.
    - 4.1.2. New catchment wall/structure
    - 4.1.3. Slope surface drainage control measures. *Please refer to Retaining Wall Recommendations, Coast Engineering & Survey, Inc., July 2017; page 11, “Section 5: Drainage Considerations and Recommendations” for description.*
    - 4.1.4. Fuel storage tank
    - 4.1.5. Solar plant
    - 4.1.6. Standby power generation

- 4.2. Include subcontractor markups and General Contractor general conditions, profit and overhead, bonding, contractor insurance.
- 4.3. Provide an estimated escalation rate on construction and justify basis. Escalate construction costs from date of estimate to mid-point of construction. Assume a hypothetical construction Notice to Proceed date of **September 01, 2023**, for the purposes of estimating escalation.
- 5. **Conceptual Design Studies**. Provide conceptual design studies for each proposed scheme, as follows:
  - 5.1. Site plans of the developed portion of site outlining size and arrangement of building/s, and paved areas and delineating retaining wall. Show structures to be demolished
  - 5.2. Floor plans showing rough size and arrangement of rooms and areas.
  - 5.3. Label and note conceptual drawings as needed for clarity.

## TIMELINE OF EVENTS

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Request for Proposal – Issue .....	Thursday, August 05, 2021
Site Walkthrough Meeting.....	Saturday, August 14, 2021
Last day to ask RFP Questions .....	Monday, August 23, 2021
Proposal Due – Submission Deadline.....	2:00 PM, Wednesday, August 25, 2021
Public Unsealing of Proposals.....	2:00 PM, Thursday, August 26, 2021
<i>Location: Room 12, Old Grammar School, 1350 Main St, Cambria</i>	
Proposal Evaluations by District.....	Week of August 30, 2021
Interviews and Selection .....	Week of September 06, 2021
Negotiations with Selected Firm.....	Week of September 13, 2021
District Recommendation to Board.....	Week of September 20, 2021
Award of Services Contract .....	Week of September 27, 2021
Notice to Proceed issued.....	Monday, October 04, 2021
Completion of Deliverables .....	Friday, January 14, 2022
District Presentation to Board.....	Monday, January 24, 2022
Board Approval to Proceed.....	Monday, February 07, 2022
END OF PRE-DESIGN SERVICES TIMELINE	

## SUBMITTAL REQUIREMENTS

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1. Proposal must be concise, well organized, demonstrate Firm's qualifications. Format and finish as follows:
  - 1.1 Include the RFP Title: "Ambulance Station/Administrative Offices Pre-Design" on each page in header or footer.
  - 1.2 Include name of Firm on page in header or footer.
  - 1.3 Consecutively number each page.
  - 1.4 Format print and electronic files for portrait orientation, 8 ½" x 11" paper.
  - 1.5 Single or double-sided printing.
  - 1.6 Comb, spiral, or wire-o edge bind.
  - 1.7 Clearly label and tab (tabs optional) section headings 3 – 9, below.
  - 1.8 Minimize use of plastics and print on recycled paper.
2. **Letter of Interest.** Include a dated Letter of Interest indicating the legal name of the Firm(s), address, telephone, emails, and the name, title, and signature of the person(s) authorized to submit the Proposal on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm's experience and unique background and qualities, its personnel, its subconsultants, and why the Firm will be a good fit for the District and the requested services.
3. **Table of Contents.** Following the Letter of Interest, a table of contents of the material contained in the Proposal.
4. **Firm Information.** Provide a comprehensive description of the services offered by the Firm, which should include the following information:
  - 4.1 Brief history of the Firm, and if a joint venture, of each participating Firm. Identify legal form, ownership, and senior officials of Firm(s). Describe number of years in business and types of business conducted.
  - 4.2 Describe Firm's philosophy, approach and how Firm intends to work with the District to perform the Services and respond to unique challenges of the District.
  - 4.3 Indicate any other information that may assist in understanding Firm's qualifications and expertise.
5. **Project Team.** Include resumes of key project team personnel that will be performing the Services. Define the role and responsibilities of each person and outline their individual experience. Indicate personnel who will serve as primary contact(s). Indicate Firm's and personnel's availability to provide the Services.
6. **Similar Projects.** Identify all similar projects performed in the past five (5) years by Firm.
7. **Financial.** Provide a statement of Firm's financial resources. Include a certification of correctness or other documentation demonstrating the Firm's financial resources and stability.
8. **Claims.** Provide a statement of ALL claims filed against Firm in the past five (5) years. Briefly indicates the nature of the claim(s) and the resolution, if any.
9. **Insurance.** Furnish proof (Certificate of Insurance) of required coverage. *Required coverage is specified in Attachment A: SAMPLE Agreement for Consultant Services.*

**10. Fees and Compensation**

- 6.1 List estimated number of hours to perform Tasks 1, 2, and 3.
- 6.2 Provide current Schedule of Fees for Tasks 1, 2, and 3, and the types of services offered and hourly billing rates by position.
- 6.3 Identify reimbursable cost categories.
- 6.4 Identify any other fees, costs, or expenses not included above that Firm would be seeking compensation.

**11. Submission**

- 11.1 Submit Proposal (headings 3 – 9, above) and Fees and Compensation (heading 10, above) in two separate, sealed envelopes, clearly labeled as follows:

PROPOSAL  
CCHD Ambulance Station/Administrative Offices Pre-Design  
(Firm name)

FEES  
CCHD Ambulance Station/Administrative Offices Pre-Design  
(Firm name)

- 11.2 Submit six (6) hard copies of Proposal and Fees. Hard copy submissions may be by mail, recognized carrier, or hand delivered but must be received no later than 2:00 PM Wednesday, August 25, 2021. Late Proposals will not be considered and will be returned, unopened. Submit to:

Cambria Community Healthcare District  
Attn: Michael McDonough  
2515 Main Street, Suite A  
Cambria, CA 94328

- 11.3 Electronic Copy. The District may request an electronic .pdf copy after the public unsealing of proposals. The District will notify Firm(s) whose proposal has been accepted for evaluation and furnish instructions for uploading their electronic copy to the District's website. The electronic copy must be identical to the hard copy.

## **EVALUATION AND SELECTION PROCESS**

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- 1. Selection will be based on the demonstrated competence and professional qualifications the District believes are necessary for the satisfactory performance of the services requested and at a fair and reasonable price.
- 2. PROPOSAL envelopes will be unsealed in public. FEES envelopes will remain sealed and unsealed as described below.
- 3. District reserves the right to accept or reject all or part of a proposal. Illegible proposals or writing shall be deemed non-responsive and will not be evaluated. A proposal with missing or inconsistent information may be considered non-responsive and may not be evaluated. The District shall be the sole judge in determining the acceptability of the proposal. The District also reserves the right to reject any or all proposals in part or in whole and to waive technicalities. Any decision shall be considered final.

4. Submission of a proposal does not guarantee a subsequent selection will occur, or that any contract will be awarded.
5. Proposals will be evaluated and scored by the District's Selection Committee based on the following evaluation criteria:

<b>Evaluation Criteria:</b>	<b>Weight</b>
Project team members' quality, experience, technical capabilities, communication	25%
Firm and project team members' experience with similar projects	20%
Understanding of requested services - Scope of Work	25%
Understanding of District's intent, goals, objectives	10%
Firm and project team members' philosophy, approach, and plan for delivering requested services	10%
Firm and project team members' availability	10%
<b>TOTAL</b>	<b>100%</b>

6. **Interviews.** The District Selection Committee may invite any or all or none of the Firms submitting an RFP for an interview. The Firm's proposed Team Members will be expected to attend. The interview will be an opportunity for the Firm to present its Proposal and Team. The Selection Committee may request the Firm furnish references or other information.
7. **Selection.** Following the interviews, if any, the Selection Committee may adjust their scoring and finalize rankings to determine in their opinion, the most qualified Firm.
8. **Negotiations.** District will negotiate with the most qualified Firm at compensation the District believes to be fair and reasonable. District will notify the successful Firm of its selection and provide written instructions for the fee negotiation to proceed in an orderly fashion.
  - 8.1 Selection Committee will unseal the successful Firm's FEES envelope while all remaining Firms' FEES envelopes will stay sealed.
  - 8.2 If District is unable to negotiate a satisfactory contract with the Firm considered to be most qualified, negotiations with that Firm will be terminated and fee negotiations undertaken with the second most qualified Firm (and then third most qualified Firm if necessary). Selection Committee will unseal the second most qualified Firm's FEES envelope while all remaining Firms' FEES envelopes stay sealed.
9. **Final Determination and Award.**
  - 9.1 District will share the scoring results with the Board and recommend the most qualified Firm be awarded the contract.
  - 9.2 The information presented in a Proposal will be considered binding upon selection of the successful Firm, unless otherwise modified and mutually agreed to by the successful Firm and District.

- 9.3 The successful Firm is expected to execute a contract similar to the SAMPLE Agreement for Consultant Services in Attachment A to this RFP. The Firm shall inform the District of any comments or objections it may have to the form of Agreement before submission of its Proposal.
- 9.4 Upon award of contract, any remaining unopened FEES envelopes will be returned to the unsuccessful Firms.

## DISTRICT FURNISHED DOCUMENTS

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Furnished without expressed or implied warranty as to their accuracy: electronic copies of available plans, reports, and existing documentation on file in the Cambria Community Healthcare District offices. The following documents are known and are available on the District's website:

1. Numerical Slope Stability Evaluation, GeoSolutions, Inc., February 7, 2017
2. Retaining Wall Recommendations, Coast Engineering & Survey, Inc., July 2017
3. Summary of File Review – Recommendations for Slope Assessment, Earth Systems, August 6, 2019
4. Ambulance Station and Concept Costs, Vanir Construction Management, January 12, 2018
5. Demolition of Ambulance Bldg, Vanir Construction Management, January 29, 2018
6. Floor Plan – District Building, Bill Hollingsworth, undated
7. Cambria Clinic Addition (Note: Plans incomplete), Millard Sousa, March 24, 1967
8. Site Survey – pending, will be issued by Addendum
9. Hazardous Materials Survey, pending – will be issued by Addendum
10. Facility Need's Assessment and Equipment Reuse List

## INQUIRIES AND RESPONSES

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1. Questions regarding the content of this RFP must be made in writing and directed to: Michael McDonough, Administrator. Questions will be accepted up until 48-hours before the submission deadline.
2. Any substantive responses to questions will be made by Addendum and shall become a part of this RFP.
3. District reserves the right to extend the RFP submittal deadline to allow proposers additional time to respond to an RFP addendum.
4. Proposers are responsible for monitoring the District's website for addenda and other relevant new information prior to the submission deadline. The District is not responsible for the failure of any prospective proposer to receive such addenda.
5. All costs incurred in the preparation of this Proposal and related documentation shall be borne by the proposer.

## PUBLIC RECORDS ACT

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All Proposals and documents submitted will become the property of the Cambria Community Healthcare District and are subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure of any records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the Cambria Community Healthcare District is required to defend an action on a Public Record Act request for any of the contents of a response marked "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," the Firm agrees, by submission of its PROPOSAL for the Cambria Community Healthcare District and Cambria Community District consideration, to defend and indemnify the Cambria Community Healthcare District from all costs and expenses, including attorney fees, in any action or liability arising under the Public Records Act.

## ATTACHMENT A

### **AGREEMENT FOR CONSULTANT SERVICES**

This **AGREEMENT FOR CONSULTANT SERVICES** ("Agreement") is made and effective as of \_\_\_\_\_ (the "Effective Date"), between \_\_\_\_\_ ("Consultant"), and the **CAMBRIA COMMUNITY HEALTHCARE DISTRICT**, a political subdivision of the State of California ("District"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on the Effective Date and shall remain in effect through \_\_\_\_\_.

2. **SERVICES**

Consultant shall perform the tasks described in Consultant's proposal for \_\_\_\_\_ services (the "Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference. To the extent that any of the terms of this Agreement conflict or contradict terms contained in the Proposal, the terms of this Agreement shall control.

3. **PERFORMANCE**

Consultant shall at all times perform the tasks described herein with the skill and care ordinarily exercised by members of the same profession practicing under similar circumstances. Consultant shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **AGREEMENT ADMINISTRATION**

District's Administrator shall represent District in all matters pertaining to the administration of this Agreement. \_\_\_\_\_ shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. **PAYMENT**

The District agrees to pay Consultant in accordance with the Proposal set forth in Exhibit A. Consultant agrees that in no event will the total amount of money paid to Consultant for services contemplated by this Agreement exceed the sum of \$\_\_\_\_\_, unless otherwise first approved in writing by the District. Invoices will be submitted monthly, and payment is due within 45 calendar days from receipt of invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) The Consultant may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the District at least ten (10) days prior written notice.

(c) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant for the actual work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice and all relevant work product up to the date of termination to the District pursuant to Section 5.

7. **TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Consultant's business; or
- (c) Assignment of this Agreement by Consultant without the consent of District.
- (d) Completion of the services as described in Section 2.

8. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of notification of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the District Administrator or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the District shall have the

right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement if agreed upon in the Project Scope of Services. If the scope of services includes Consultant's assistance in applying for governmental or regulatory permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the District's Administrator in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement; and

- i. The District, its officers, agents, and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.
- ii. The Consultant, its officers, agents, and employees, shall not be liable at law or in equity occasioned by failure of the District to comply with this Section.

10. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and

records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, electronic files designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the property of the District and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant.

## 11. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its Directors, officials, employees, agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same arise out of, pertain to, or relate in whole or in part to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services provided by the attached scope of work under this Agreement. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with other parties regarding unpaid defense costs. Notwithstanding the foregoing, if the Consultant's obligation to indemnify arises out of Consultant's performance of services for the Project as a "design professional," as that term is defined in California Civil Code Section 2782.8, Consultant's indemnity obligation shall be limited in accordance with the provisions of Section 2782.8 as it was in effect as of the date of this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District, its Directors, employees, officials, and agents from and against liability that are attributable to, in whole or in part, to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others

as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section as allowed by current statutes.

12. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "B" attached hereto and incorporated herein as though set forth in full.

13. **INDEPENDENT CONSULTANT**

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

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the District Administrator or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.

(b) Consultant shall promptly notify District and District shall notify Consultant either parties officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder. District and Consultant retain the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District: Cambria Community Healthcare District  
Attn: Michael McDonough, Administrator  
2515 Main Street  
Cambria, CA 94328

With a copy to: Jeffrey A. Minnery, District Counsel  
Adamski Moroski Madden Cumberland & Green, LLP  
P.O. Box 3835  
San Luis Obispo, CA 93403

To Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the District.

19. **GOVERNING LAW**

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the District.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

District and Consultant agree that time is of the essence in this Agreement.

22. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only and are not intended to be construed to define or limit the provisions to which they relate.

23. **ATTORNEYS' FEES**

If either party to this Agreement is required to initiate, defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

24. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CAMBRIA COMMUNITY HEALTHCARE  
DISTRICT**

**NAME OF CONSULTANT**

By: \_\_\_\_\_  
\_\_\_\_\_, Chairperson

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
\_\_\_\_\_, Clerk of the Board

Approved As To Form:

\_\_\_\_\_  
Jeffrey A. Minnery, District Counsel

## **ATTACHMENT B**

### **INSURANCE REQUIREMENTS**

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

*Consultant shall provide the following types and amounts of insurance:*

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

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

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

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

to approval of District following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1 Million per occurrence.

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

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

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

1. Consultant agrees to have its insurer endorse the third-party general liability coverage required herein to include as additional insureds District, its officials, employees and agents, using standard ISO endorsement No. CG 2010. Consultant also agrees to require all Consultants, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the District or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make

any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect District's protection without District's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to District at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at District option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to District of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self-insurance available to District.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors who are brought onto or involved in the project by Consultant will be submitted to District for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will review and terminate any subcontract consultant has with a subconsultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to District. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At the time the District shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increase benefit to District.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of District to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage for the duration of the project.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.

17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

19. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

20. Consultant agrees to be responsible for ensuring that no contract used by any party directly under contract with the Consultant and involved in the portion of the project under control of the Consultant reserves the right to charge District or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall

be no recourse against District for payment of premiums or other amounts with respect thereto.

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