REQUEST FOR PROPOSALS

ENVIRONMENTAL SERVICES
Airport Specific Plan Amendment
Environmental Review

ISSUING OFFICE: City of Santa Maria
Community Development Department
110 S. Pine Street, Ste. 101
Santa Maria, CA 93458

SUBMITTAL: One (1) original and two (2) copies must be received on or before 5:00 p.m., Thursday June 27, 2019

PROPOSALS RECEIVED AFTER THE TIME AND DATE STATED ABOVE SHALL BE DEEMED UNRESPONSIVE AND RETURNED UNOPENED TO THE PROPOSER.
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PUBLIC NOTICE

REQUEST FOR PROPOSAL

SEALED PROPOSALS must be received by Frank Albro mailed to City of Santa Maria, 110 South Pine Street, Suite 101 (USPS) OR Suite 221 (Fed Ex & UPS), Santa Maria, CA 93458 no later than 5:00 p.m., Thursday June 27, 2019. NO PROPOSALS WILL BE ACCEPTED AFTER THIS TIME AND DATE.

By arrangement, the City may accept an e-mail proposal submitted in an Adobe Acrobat (.pdf) attachment with one (1) paper copy postmarked June 27, 2019. The e-mail must be received by the City of Santa Maria no later than 5:00 pm on June 27, 2019.

ENVIRONMENTAL SERVICES
Airport Specific Plan Amendment

Contract documents may be inspected and obtained in the office of the PROJECT PLANNER, Frank Albro, City of Santa Maria, 110 S. Pine Street, Suite 101, Santa Maria, California 93458.

No proposer shall discriminate in employment practices on the basis of race, color, national origin, ancestry, disability, gender, or religion.

No qualified handicapped person shall, on the basis of handicap, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any matter leading to the award of contract.

The right is reserved by the City of Santa Maria to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of the City.

Dated this 14th day of June, 2019 at Santa Maria, California.

By: Frank Albro, Senior Planner
City of Santa Maria, California

Publication Date: June 14, 2019
SECTION 1 - INSTRUCTIONS AND CONDITIONS
1.1 Request Description

The City of Santa Maria is requesting technical and cost proposals from a qualified and experienced Environmental consultant to provide an environmental review and determine and prepare the appropriate California Environmental Quality Act documentation for a Project consisting of a General Plan Land Use Map, Specific Plan, and City Zoning designation amendment for approximately 740 acres within the existing Santa Maria Public Airport boundary.

1.2 Information

The City of Santa Maria Community Development Department, Planning Division is issuing this Request for Proposals. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to the City of Santa Maria Project Planner, Frank Albro at (805) 925-0951 ext. 2379.

Any revisions to the Request for Proposals will be issued and distributed as Addenda. Bidders are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Request for Proposals. Failure to adhere to this policy may be grounds for rejection of proposal.

1.3 Important Notice

The City of Santa Maria will not be responsible for oral interpretations given by any City employee, representative, or others. Bidders are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the City will attempt to notify all prospective bidders who have secured same. However, it will be the responsibility of each prospective bidder, prior to submitting its proposal, to contact Frank Albro, City of Santa Maria, 110 S. Pine Street, Suite 101, Santa Maria, CA 93458, (805) 925-0951 ext. 2225, to determine if addenda were issued, and to make such addenda a part of their proposal.

1.4 Contracting Agency

The City of Santa Maria/Planning Division will administer the contract resulting from this Request for Proposals.

1.5 Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature, whether the same or expressly referred to herein or not.
1.6 Withdrawal of Proposals

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals only by written request filed with the Project Planner, Frank Albro. The request shall be executed by the offeror or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the offeror to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

1.7 Rejection of Proposals

Failure to meet the requirements of the Request for Proposals (RFP) will be cause for rejection of the proposal. The City may reject the proposal if it is incomplete, contains irregularities of any kind, or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the sole opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

1.8 Evaluation/Award of Contract

Evaluation and selection of proposals will be based on the qualifications and evaluation criteria outlined in the RFP. Brochures or other promotional presentations beyond that which is deemed sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary and will not affect the evaluation process.

The City of Santa Maria reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipate initiative and ability of the proposer to perform the services set forth herein.

The City of Santa Maria reserves the right to reject any or all proposals, to waive any requirements, both the City's and those proposed by the proposer; to waive any irregularities or informalities in any proposal or the RFP process when it is in the best interest of the City to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered; and to evaluate in its absolute discretion, the proposal of each proposer, so as to select the proposer which best serves the requirements of the City, thus providing that the best interest of the City will be served. Proposer's past performance, and the City's assurance that each proposer will provide service as bid, will be taken into consideration when proposals are being evaluated.
The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein or the bid of any bidder who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to the City in the proposer’s bid submission, or at any point in the bid evaluation process, including any interview conducted, is grounds for rejection of the bid. In the event that the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the bid submission is material shall be made solely in the exercise of the City’s sole discretion. The City expressly reserves the right to reject the bid of any bidder who is in default on the payment of taxes, licenses, or other monies due the City of Santa Maria.

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

1.9 Proposal Pricing Guidelines
Contractor shall provide proposed fees and cost information as a part of this Request for Proposals. Fee schedules submitted in response to this Request for Proposals shall identify hourly rates and hours dedicated to project and be no higher than the bidder’s standard commercial rates for same services. Fees submitted may be used as a basis of negotiation with the successful contractor.

1.10 Proprietary Information
The proposals received shall become the property of the City of Santa Maria and are subject to public disclosure. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the bidder as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or all, of their proposal as exempt from disclosure maybe deemed non-responsive.
1.11 Insurance / Indemnification

Insurance coverage (see Attachment 4) and indemnification for proposed services shall be provided pursuant to City requirements.

The Consultant shall defend, indemnify and hold harmless the City, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the City, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Consultant, or its agents, employees, or other independent contractors directly responsible to Consultant including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
7. Strict liability.
8. Violation of civil rights.
9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other Consultant who is not an independent contractor.

It is the intent of the parties to provide the City the fullest indemnification, defense, and “hold harmless” rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.
SECTION 2 – PROJECT OVERVIEW
2.1 Introduction

The Santa Maria Airport Business Park Specific Plan is a proposed development project of the Santa Maria Public Airport District. The Specific Plan sets the future land use for approximately 740 acres of the nearly 2,600 acres within the existing Santa Maria Public Airport. The Santa Maria Airport Business Park will combine light industrial, research, manufacturing, and commercial land uses, and a golf course. Additional uses will include retail opportunities, government facilities and limited commercial and office development. Nearly 70% of the planning area will be reserved in passive and active open space to provide for conservation and/or recreational opportunities. An Environmental Impact Report was adopted (State Clearinghouse Number 2005051172) and the Specific Plan became effective in early 2008. The Adopted Environmental Document and Specific Plan are available on the City of Santa Maria website (FEIR, Appendices, specific plans page).

The Project to be analyzed is a proposed amendment to the Airport Business Park Specific Plan to change the General Plan Land Use Map, Santa Maria Airport Business Park Specific Plan, and City Zoning on approximately 28 acres of the Specific Plan, The site consists of two parcels divided by the existing Foxenwood Lane, located on the northwestern corner of the intersection of the Orcutt Expressway (State Route 135) and Union Valley Parkway (please see Attachment 1 – Vicinity Map).

The proposed land use designation changes are as follows:

1) Amend the designations on the western side of Foxenwood Lane (estimated at 19.3 acres in the Specific Plan) from Community Facilities (CF) and Detention Basin (DB) to Light Industrial; and

2) Amend the designations on the east to Airport Commercial and Detention Basin (DB).

(See Attachment 2 for the Land Use Designations Proposed)

A concept development plan proposes 32,700 square feet of Government/Public Facility use, 34,700 square feet of “Marketplace” Retail use, 82,600 square feet of Commercial Office/Professional Office use, 14,400 square feet of Quick Serve Restaurant/Mini-Mart/Gas Station use, 100,000 Self Storage Facility, and a 35-acre Regional Stormwater Basin. The concept plan is provided as Attachment 3.

2.2 Scope of Work

The consultant will determine the appropriate environmental document for the project, and prepare said document in compliance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines.
2.3 Meetings and Hearings
The consultant shall include costs for attending at least six (6) meetings, including one (1) kickoff meeting, two (2) in-process meetings, one (1) Planning Commission study session, and two (2) public hearings. The consultant shall be prepared to respond to questions, make presentations and/or participate in an advisory capacity at the above. The costs for attending public meetings/hearings shall be itemized and attendance at additional meetings is to be considered an option to be exercised by the City.

2.4 Deliverables
The following work products are required:
- One (1) electronic copy of the Administrative Draft Environmental Document.
- One (1) electronic copy of the Administrative Final Environmental Document.
- Up to forty (40) copies of the Response to Comments shall be mailed directly to the commentators at least ten (10) working days prior to the City Council public hearing on the Final Environmental Document.
- Ten (10) printed copies and Ten (10) Compact Disk copies (pdf format) of the Final Environmental Document.

The final Environmental Document includes the full text of the Draft Environmental Document plus the Responses and Comments on the Draft. The consultant will be responsible for all printing costs. A Compact Disk containing the appendices may be attached to any of the printed copies noted above.

2.5 Contract Amount and Payment Schedule
The consultant shall prepare a fixed cost estimate for the services requested in this RFP. The estimate is to include the extent of work that the consultant will accomplish. Additional community meetings and public hearings beyond the number specified in this RFP are to be bid on a time and materials per meeting basis. Preparation of documents shall be proposed based on deliverable products.

The payment schedule is as follows: 10% after contract signing; 40% after delivery of the Draft Environmental Document for public distribution; 25% after delivery of the Final Environmental Document; and 25% after certification of the Final Environmental Document by the City Council. Percentages and time of distribution may be negotiated as part of the final contract.

2.6 Acceptance of Proposal Content
If a contract is awarded as a result of a response to this request, the City will select the successful individual or firm as quickly as possible after the final date for
receipt of the proposals. However, the final award is contingent upon successful contract(s) negotiation. Bidders should be aware that methods and procedures proposed are likely to become contractual obligations.

2.7 Inquiries

Inquiries must be submitted in writing. City shall attempt to provide material information to all potential proposers. Proposers rely on oral information at their own peril. Direct all inquiries to Frank Albro, Senior Planner at (805) 925-0951, ext. 2244.

2.8 Right of Rejection

The City reserves the right to reject any or all proposals received as a result of this request. The City will not pay for any information contained in the proposals obtained from participating firms. The City is not liable for costs incurred by firms prior to issuance of a contract. The City also may negotiate separately with any source in any manner necessary to serve the best interest of the City.
SECTION 3 – PROPOSAL CONTENT
3.1 Form

Proposals and supporting materials shall be submitted in one (1) original and (3) copies suitable for evaluation. Legibility, clarity and completeness are essential. Proposals should provide assurance that the firm has the professional capability to satisfactorily complete all tasks as described in this RFP. Proposals shall also be provided electronically as a PDF file.

3.2 Personnel and Experience

Describe the project contribution of each key person and approximate amount of time to be devoted to the project. Include a resume for each of the key personnel detailing their special qualifications applicable to the project. Describe the firm’s qualifications in relationship to the required services. Summarize past projects of a similar nature that the consultant’s firm has completed. If subcontractors are to be used, describe the methods that will be used to assure their cooperation and performance.

3.3 Coordination

Describe the process for maintaining a close working relationship between the consultant and the City project manager. Considerable merit will be placed on a relationship in which City staff is frequently completely briefed on all work in process.

3.4 Task Timetable and Cost Estimates

The proposal shall contain the tasks required to complete the project with a completion target date for each task. The consultant shall estimate the costs per task. The proposal shall include a table which specifies the following for each task: assigned personnel, number of hours to be spent, rate/hours, total cost. This table shall be divided to show the costs related to the Environmental Document.

3.5 Objectivity

The Environmental Document is to be an independent, objective, and unbiased work product. Proposal shall certify that the consultant, principals, and subcontractors (if used) have the capacity to submit a neutral and unbiased environmental document and draft plan.

3.6 Scope Revisions

The consultant is encouraged to contribute creative ideas to this scope of work. If the consultant identifies areas of concern or alternative methodologies not mentioned in this request, they should be described in the consultant’s proposal and included in the cost estimate.
SECTION 4 – SELECTION
4.1 Competitive Selection
The successful Contractor shall be selected by the City of Santa Maria on a rational basis. Evaluation factors outlined in Paragraph 2.5 below shall be applied to all eligible responsible and responsive proposers in comparing proposals and selecting the successful proposal. A proposer may be selected without discussion after proposals are received. Therefore, proposals should be submitted on the most favorable terms.

4.2 Proposal Acceptance Period
All proposals must include a statement that proposals are valid for a minimal period of sixty (60) days subsequent to the submission deadline.

4.3 Contract Incorporation
Proposer should be aware that the City of Santa Maria’s attached “agreement” (Attachment 5) shall become the actual contract document. The terms and conditions defined in Attachment 1 of this RFP are to be used as a basis for a contemplated contract. Any modifications to this recommended sample contract will require prior negotiations and approval of the City. Failure of a proposer to accept this obligation may result in the rejections of its proposal or cancellation of any award. Any damages accruing to the City as a result of a proposer’s failure or refusal to execute a contract with the City, if awarded the contract, may be recovered from the Contractor. Insurance coverage and indemnification for proposed services shall be provided and incorporated pursuant to City requirements.

4.4 Negotiations
The City of Santa Maria reserves the right to negotiate all elements which comprise the proposal to ensure the best possible consideration for all concerned.

4.5 Criteria for Evaluation of Proposal
The City of Santa Maria will evaluate the proposals based on, but not limited to, the following criteria:

A. Understanding of the Scope of Work
   • Demonstrated understanding of the project objectives.
   • Consultant’s approach to accomplishing the scope of work.
   • Demonstrated knowledge of issues within the study area and overall city as applicable.

B. Methods and Procedures
   • Consultant’s general approach to evaluating the issues.
   • Complete description of the procedures and analytical methods to be utilized.
   • Adequacy and creativity of the proposal, especially regarding proposed methods for acquiring a working understanding of local issues, for facilitating the flow of information between participants and the consultant, and for assuring meaningful participation by local residents and property owners in the planning process.
C. Management, Personnel and Experience
   • Qualification of each participant and overall “skill-mix” for the firm.
   • Prior experience and quality of similar studies, especially experience with rural communities.
   • Information obtained by contacting references listed by the consultant.

D. Consultation and Coordination
   • Procedures to be used to ensure close contact between consultant and the City’s project team.
   • Experience in working with community groups and local government.

E. Cost Estimates
   • Timetable and costs for completing the project, with totals for each component.
   • Use of professionals and nonprofessionals for the appropriate tasks in the proposal.
   • Quality of product and extent of scope delivered for the consultant’s fee.
   • Cost estimates for each proposed work product.

4.6 Tentative Selection Schedule
   Issuance of RFP - June 14, 2019
   Submission deadline - 5:00 p.m., Thursday June 27, 2019
   Award of contract - Early July, 2019

ATTACHMENTS
   Attachment 1 - Project Vicinity Map
   Attachment 2 - Proposed Land Use Designations
   Attachment 3 - Concept Development Plan
   Attachment 4 - Insurance Requirements
   Attachment 5 - City of Santa Maria Professional Service Agreement and Conflict of Interest Filing Information
Land Use Designations
Existing and Proposed

Existing Land Use

Proposed Land Use

AC - Airport Commercial
AS - Airport Services
LI - Light Industry
CF - Community Facilities
CPO - Commercial Professional Office

COS-AA - AA - Airport Approach
COS-CTS - COS - Conservation Open Space
ROS-GC - GC - Golf Course
ROS-DB - DB - Detention Basin
ROS-P - P - Park
INSURANCE

The Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his/her agents, representatives, or employees. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant.

1) Minimum Scope of Insurance
   a) Coverage shall be at least as broad as:
      i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury.
      ii) Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).
      iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
      iv) Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

2) Minimum Limits of Insurance
   a) Consultant shall maintain limits no less than:
      i) General Liability - $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
      ii) Automobile Liability - $1,000,000 per accident for bodily injury and property damage.
      iv) Employee's Liability - $1,000,000 per accident for bodily injury or disease.
      v) Errors and Omissions Liability - $1,000,000 per occurrence or claim, $2,000,000 aggregate.

3) Self-insured Retentions
   Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

4) Other Insurance Provisions
   a) The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
      i) The City, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form or an endorsement to the Consultant’s insurance
(at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions are used).

ii) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

iii) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice stating the title of this contract to the City. All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement. Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.

iv) The Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. The Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

v) If any of the required policies provide claims-made coverage:
   (1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
   (2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
   (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

5) Acceptability of Insurers
   Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

6) Verification of Coverage
   a) The Consultant shall furnish the City with original certificates and amendatory endorsements of the applicable policy language effecting coverage required by this clause.
   b) All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them.
   c) The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications, at any time.

7) Special Risks or Circumstances
   The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on ________________, 2019, by and between ____________ ("Contractor") and the City of Santa Maria, a California Municipal Corporation and charter city ("City"), in Santa Maria, California, based on the following recitals:

1. Whereas, the City needs to conduct environmental review and prepare an environmental document for the Santa Maria Airport Business Park Specific Plan Amendment (GPZ2019-0002) ("Project"); and

2. Whereas, the Consultant has the experience, skills, resources, and the necessary professional licenses and certifications to qualify as Consultant to perform the needed services, and is willing to provide those services on mutually agreeable terms.

NOW, THEREFORE, IT IS AGREED:

1. **Recitals true.** The above recitals are true.

2. **General.**
   2.01. **Term and Termination.** The term of this contract is [insert text], beginning on the date first written above. This contract may be extended by mutual consent of the parties. This contract may be terminated for breach of its terms or conditions, or because of discovery of any act which violates local, state or federal law. Termination is effective 14 days after deposit of notice as specified in this Agreement.
   2.02. **Services to be Performed.** Contractor shall determine the method, details and means of providing [insert text] services. More specifically, Contractor agrees to perform the specific services listed in Exhibit “A.”
   2.03. **City’s Duties.** City’s duties under this Agreement are to cooperate with Contractor in the performance of the contract and timely pay invoices.
   2.04. **Payment.** Payment terms under this Agreement are listed in Exhibit “A.”
   2.05. **Insurance.** Contractor shall provide insurance as listed in Exhibit “B.”
   2.06. **Conflict of Interest Questionnaire.** Contractor shall complete the Conflict of Interest Questionnaire provided as Exhibit “C”:
   2.07. **Exhibits.** Exhibits “A,” “B,” and “C” are attached and incorporated.

3. **Contractor’s Obligations.**
   3.01. **Minimum Amount of Service.** Contractor shall devote sufficient time to perform services under this agreement efficiently and effectively. Contractor may represent, perform services for and be employed by additional individuals or entities, in Contractor’s sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with City’s business.
   3.02. **Tools and Equipment.** Except as otherwise stated in this Agreement, Contractor will supply all tools and equipment necessary to perform this Agreement.
   3.03. **Status.** Contractor (including its employees) is an independent contractor. No employer/employee relationship exists between Contractor and the City. Contractor’s assigned personnel shall not be entitled to any benefits payable to employees of the City. The City is not required
to make any deductions or withholdings from the compensation payable to Contractor under this agreement.

3.04. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against 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 that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Consultant or the acts or omissions of an employee, agent or subcontractor of the Consultant. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this paragraph are not limited by the provisions of the Section relating to insurance.

3.05. Conflict of Interest. Consultant will comply with all conflict of interest laws and regulations including, without limitation, the CITY’S Conflict of Interest Code (on file in the City Clerk’s Office). All officers, employees and/or agents of CONSULTANT who will be working on behalf of the City pursuant to this Agreement, may be required to file Statements of Economic Interest. Therefore, it is incumbent upon the CONSULTANT or CONSULTING FIRM to notify that CITY of any staff changes relating to this Agreement.

A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of CONSULTANT(S), unless as indicated in Subsection B, will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of CONSULTANT, except as indicated in Subsection B.

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Initials

B. In accomplishing the scope of services of this Agreement, CONSULTANT(S) will be performing a specialized or general service for the CITY, and there is substantial likelihood that the CONSULTANT’S work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following CONSULTANT(S) shall be subject to Disclosure Category “1” of the CITY’S Conflict of Interest Code.

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Initials

4. Miscellaneous

4.01. Notices. All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the CITY and a representative of CONTRACTOR, listed below. All notices shall be addressed as follows unless a written change is filed with the City:

To City: To Consultant:
City of Santa Maria
City of Santa Maria
Community Development Department
Community Development Department
Attn: Ryan Hostetter, Planning Manager
110 South Pine Street, Room 101
110 South Pine Street, Room 101
Santa Maria, CA 93458
Santa Maria, CA 93458
If the designated Representative or address of either party changes during the term of this agreement, a written notice shall be given to the other party prior to the effective date of change. Any written notices required under this agreement shall be effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

4.02. Compliance With Laws, etc. Contractor shall comply with all laws, including but not limited to the rules and policies of the City, in performing this agreement.

4.03. Integration. This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties.

4.04. Interpretation. This agreement shall be interpreted in accordance with the laws of the State of California.

4.05. Jurisdiction. Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of Northern Santa Barbara, State of California.

4.06. Warranty of authority. Each person signing this agreement on behalf of a party warrants that he or she has authority to do so.

4.07. No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.

4.08. Severability. The provisions of this agreement are severable. If any part of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

4.09. Submittals. In addition to any other submittals required by this agreement, Contractor shall submit copies of its current business license and current certificate of workers compensation coverage to the City before beginning work on this project.

4.10 Prevailing Wage. Prevailing Wage. If applicable, Consultant and all subconsultants are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. The Director's determination is on file and open to inspection at www.dir.ca.gov and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, this agreement is executed by the parties on the date first written above.

CONTRACTOR

___________________
By: ____________________
By: Chuen Ng
Community Development Director

CITY OF SANTA MARIA

APPROVED AS TO FORM:

____________________
City Attorney
Procedure, continued:

Consultant Agreement Language: To ensure that the consultants are fully aware of the requirements to complete the Santa Maria Consultant Conflict of Interest Questionnaire, the following language should be added to all consultant agreements.

**CONFLICT OF INTEREST.** CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, the CITY’S Conflict of Interest Code (on file in the City Clerk’s Office). All officers, employees and/or agents of CONSULTANT who will be working on behalf of the City pursuant to this Agreement, may be required to file Statements of Economic Interest. Therefore, it is incumbent upon the CONSULTANT or CONSULTING FIRM to notify that CITY of any staff changes relating to this Agreement.

A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of CONSULTANT(S), unless as indicated in Subsection B, will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of CONSULTANT, except as indicated in Subsection B.

B. In accomplishing the scope of services of this Agreement, CONSULTANT(S) will be performing a specialized or general service for the CITY, and there is substantial likelihood that the CONSULTANT’S work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following CONSULTANT(S) shall be subject to Disclosure Category “1” of the CITY’S Conflict of Interest Code.

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