

CITY OF SANTA MARIA



**REQUEST FOR PROPOSALS FOR
APPRAISAL SERVICE**

Issuing Office:

City of Santa Maria
Recreation and Parks Department
615 South McClelland Street
Santa Maria, CA. 93454

This deadline for this request has been extended per addendum #1.

RELEASE DATE:	November 6, 2019
SUBMIT CLARIFICATIONS by:	5:00 p.m. Friday, November 20, 2019
PROPOSAL DUE DATE:	4:00 p.m. Friday, December 6, 2019

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Introduction

The City of Santa Maria (City) is accepting proposals from qualified appraisal contractors to provide services for residential subdivision and/or development projects in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). The appraisals will be utilized by the City in order to establish in-lieu fees for recreation and park purposes according to the Quimby Act, Attachment "D", as assigned and directed by the Recreation and Parks Department, under direction of the Recreation and Parks Director. Prospective respondents are advised to read this information over carefully prior to submitting proposal.

Interested firms must submit one (1) signed original and three (3) hard copies, as well as an electronic PDF (on flash drive) of the proposal no later than **4:00 p.m., on Friday, December 6, 2019 to Dennis Smitherman at the Recreation and Parks Department Administrative Office.**

Proposals shall be submitted in a sealed envelope clearly marked "**Appraisal Services**" and addressed to:

Recreation and Parks Department
Dennis Smitherman
615 S. McClelland St.
Santa Maria, CA 93454

Questions regarding this RFP are to be directed by e-mail to: Dennis Smitherman, Management Analyst, at dsmitherman@cityofsantamaria.org. All questions must be submitted by Friday, November 20, 2019. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or RFP procedures shall only be transmitted by written addendum and posted to the City website. Addendums and answers to the submitted questions will be available via the City of Santa Maria website under "Notice" for the RFP announcement.

Proposals shall not be accepted by fax or electronically.

Late Proposals:

Proposals arriving after the specified date and time shall not be considered, nor shall late proposals be opened. Each Contractor assumes responsibility for timely submission of their proposal.

Withdrawal or Modifications of Proposals:

Any proposal may be withdrawn or modified by a written request signed by the Contractor and received by the City prior to the final deadline for the receipt of proposals. Once the deadline is past, Contractors are obligated to fulfill the terms of their proposal.

Proposal Acceptance and Rejection:

The City reserves the right to accept any proposal, to reject any and all proposals, and to call for new RFP, or dispense with the RFP process.

Proposal Evaluation and Award:

Evaluation shall be made on the basis of the selection criteria as written on "Attachment B": Evaluation and Selection Criteria. A contract may be awarded to the responsible Contractor(s) who best meets the City's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services, and shall not necessarily be based on the lowest price or proposal, except as otherwise provided by law, taking into consideration adherence to the included specifications. All Contractors that were not selected by the City shall be notified in writing. Nothing herein shall obligate the

City to award a contract to any responding Contractor. Any contract awarded will be non-exclusive, and the City reserves the right to seek services from other sources, at the City's sole discretion.

Validity of Pricing:

Contractors are required to provide a fee structure, including the hourly rate of the principals to be assigned to the matter, and proposed range of cost for appraisal services. No cost increases shall be passed on to the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City; each proposal must stand on its own.

Qualification/Inspection:

Proposals will only be considered from Contractors normally engaged in providing the types of services specified herein. By responding to this proposal, the Contractor consents to the City's right to inspect the Contractor's facilities, personnel, and organization at any time, or to take any other action necessary to determine Contractor's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding Contractors and/or to award a contract without conducting interviews.

Other Governmental Entities:

If the Contractor is awarded a contract as a result of this RFP, the Contractor shall, if the Contractor has sufficient capacity, provide to other governmental agencies, so requesting, the services awarded in accordance with the terms and conditions of the RFP.

Payment Terms:

Payment shall be made as set forth in the contract attached hereto as "Attachment C". In submitting proposals under these specifications, Contractors should take into account all discounts, both trade and time allowed, in accordance with the payment terms.

Performance:

It is the intention of the City to acquire services as specified herein from Contractors that will give prompt and convenient service.

Term of Contract:

The term of the contract will be for a specific period of time, commencing upon execution. The City anticipates that the term of the contract will be for three months. The City reserves the right to set the term for a period deemed to be in the best interest of the City, and terminate the contract as set forth therein.

Amendments:

If, in the course of the performance of the contract, Contractor or the City proposes changes to the services provided, and informal consultation with the other party indicates that a change in the terms and conditions of the contract may be warranted, Contractor or the City may request a change in the contract. The parties to the contract will meet to discuss and negotiate the required documents. Upon completion of those negotiations, the negotiated documents will be submitted to the City for approval. Upon approval by the City, an "Order to Proceed" with the approved changes will be submitted to Contractor. Any amendment to the contract will not render ineffective or invalidate any unaffected portions of the contract. Nothing in this section obligates the City to agree to any change order or other amendment, and the City may withhold such agreement in its sole discretion.

Service and support:

Contractors shall explain how all on-going service and support shall be handled by the Contractor and the City of Santa Maria.

Records:

The Contractor shall maintain complete and accurate records with respect to labor costs, material expenses, and other such information required by City that relates to the performance of services under the contract. The Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of the services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. The Contractor shall provide free access to the representatives of the City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to the contract. Such records, together with supporting documents, shall be maintained for City's inspection for a period of at least three (3) years after receipt of final payment.

Guidelines for Proposal

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process by providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP, and should not contain redundancies and conflicting statements.

Proposals shall be printed double-sided, submitted on 8-1/2" x 11" paper, with easy to read font size and style. Pages shall be numbered, tabbed, and bound (spiral / comb / three ring binder).

Tabbed dividers should separate and identify the response items described below.

One (1) signed original and three (3) hard copies, as well as an electronic PDF (on flash drive) of the proposal must be submitted to the Recreation and Parks Department by **4:00 p.m., on Friday, December 6, 2019**. Proposal shall be submitted in a sealed envelope clearly marked "**Appraisal Services**" and addressed to:

Recreation and Parks Department
Dennis Smitherman
615 S. McClelland St.
Santa Maria, CA 93454

Proposals shall contain the following information in the order listed:

Introductory letter

The introductory letter should be addressed to:

Alex Posada
Recreation and Parks Director
City of Santa Maria
615 S. McClelland St.
Santa Maria, CA. 93454

The letter shall include the Contractor's name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the Contractor's understanding of the project based on this RFP and any other information the Contractor has gathered. Include a statement discussing the Contractor's interest and qualifications for this type of work. A principal of the firm authorized to legally bind the firm shall sign the letter.

Agency Statement

Complete "Attachment A"

Table of Contents

The Contractor shall insert a comprehensive table of contents denoting sections three through eight of the proposals indicated below.

Qualifications and Experience

Describe the Contractor's capability for actually undertaking and performing the work, including any professional licenses and certificates held by the Contractor. List types and locations of similar work performed by the Contractor in the last five (5) years that best characterizes the quality and past performance. Include names and current phone numbers for contact on work quality and performance. References may be contacted as part of the selection Process.

Work Plan

The work plan must state the Contractor's ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this RFP. The plan should be simple, easy to read and follow, and address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

Conflict of Interest Statement

Any activities or relationships of the Contractor that might create a conflict of interest for the Contractor or the City, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the City to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

Supportive Information/References

This section may include graphs, charts, photos, resumes, references, and any other relevant information in support of the Contractor's qualifications.

Fee

This section should include a proposed range of cost for requested services outlined in the Scope of Work. Contractors shall clearly describe and outline fees for the services to be provided for the project. Fees should be linked to the tasks of the work plan as provided in Section 4, Work Plan. Upon completion of each assignment, the Contractor will notify the City and request payment for the products and services by submitting an invoice and a brief description of work performed during the assignment. Upon receipt of the

invoice, the City will review in a timely manner the products and services noted, verify completion, and authorize payment. No cost increases shall be passed on to the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City.

Background

Section 66477 of the California Government Code, also known as the Quimby Act ("Quimby Act"), allows the legislative body of a city or county, by ordinance, to require the dedication of land, the payment of in-lieu fees, or a combination of both, for park or recreational purposes, as a condition of subdivision map approval. The purpose of in-lieu fees is to acquire land for the development of neighborhood and community parks within the City where the fees are collected.

Objectives:

It is the intent of the City to award Professional Services Contract(s) to the top ranking Contractors for the performance of appraisal services, for the valuation of residential subdivision and development projects. The appraisals will be used by the City in order to calculate in-lieu fees for parkland dedication.

Professional Services Contract:

Attached to the RFP "Attachment C" is a copy of the City of Santa Maria's standard Contract (Contract). The City's standard Contract may be modified, at the City's sole discretion, to address the specific provisions of this RFP and Contractors should note that any specifications or other requirements specific to this RFP shall be included in the Contract and Contract's exhibits following an award of the Contract. Please review the Contract carefully and note in your proposal any exceptions or alterations to the Contract. Alterations or changes to the Contract that are not in the Contractor's response will not be allowed after the selection of the Contractor. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal basis. However, the City reserves the right, in its sole discretion, to accept or reject any and all proposed changes to the City's standard Contract.

Schedule and Deadlines

Include a schedule of deliverables as well as any known critical deadlines.

Certificate of Insurance

Include Certificate of Insurance carried by the firm, containing the insurance carrier, A.M. best ratings scope of coverage and limits, deductibles, and self-insured retention.

Minimum scope of insurance 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 Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9); and (iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum limits shall be 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; (iii) Workers' Compensation: Statutory limits; (iv) Employer'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.

Taxpayer Identification Number

Request for Taxpayer Identification Number and Certification: Include a completed and signed Form W-9.

SCOPE OF WORK

Requirements:

Qualified Contractor(s) will possess a Certified General Real Estate Appraiser license issued by the California Bureau of Real Estate Appraisers (BREAA) and shall adhere to the standards specified in the Uniform Standards of Professional Appraisal Practice (USPAP).

Services Tasks:

The appraisal services shall be provided in accordance with the requirements set forth below.

The Contractor represents that Contractor is authorized and qualified to perform the requested appraisal services and is familiar with recognized appraisal practices and with the standards required for determining values. For each fully-executed Task Order delivered to Contractor, Contractor shall:

1. Estimate the market value of generically hypothetical residential development land in the City of Santa Maria, as of July 1, 2019.
2. Provide a complete appraisal, written in a Summary Appraisal Report format, defined in the Uniform Standards of Professional Practice (USPAP) as established by the Appraisal Foundation and adopted by the Appraisal Institute. The Summary Appraisal Report shall be subject to approval by the Recreation and Parks Director.

The Summary Appraisal Report shall render a fair market value based upon analysis of residential land sales in the City of Santa Maria and surrounding areas of northern Santa Barbara County. Including investigation and analysis of factors influencing real estate value, determining the applicable generic average raw land value for residentially zoned development land in the City of Santa Maria.

4. Among other things, ensure that the appraisal report contains the following:
 - a. A statement of all factors taken into consideration by the Contractor believed to influence, either favorably or unfavorably, the market value of properties in the subject area; together with a statement concerning the activity of the real estate market in the immediate and surrounding area during the past 2-5 years and/or other relevant time period, and a statement of current market conditions.
 - b. A statement describing transportation, schools, shopping, and other miscellaneous facilities in the City, such as places of worship, parks, playgrounds, and public libraries.
5. Provide three (3) final, bound hard copies, along with an electronic version (PDF), of the appraisal report by the delivery dates.

The performance of services, or acceptance of the appraisal report required hereunder, shall not relieve the Contractor from the obligation to correct any defective work subsequently discovered, and all incomplete, inaccurate, or defective work shall be remedied by the Contractor, on demand, without cost to the City.

As an inducement to the execution of the Contract by the City, the Contractor represents and agrees that the Contractor has not employed any person to solicit or procure the Contract, and has not made, and shall not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee or other compensation in connection with the procurement of the Contract; and that the Contractor has not now, and will not acquire, any interest (including that of real estate agent or broker,

direct or indirect present or prospective), in the subject parcel prior to final map approval, as requested by the developer, and has not employed and will not employ in connection with work to be performed hereunder any person having any such interest during the term of the Contract either directly or indirectly.

(See next page for Attachments)

Attachment B: Evaluation and Selection Criteria

Evaluation Criteria

RFPs will be evaluated using five (5) categories listed below. The evaluation criteria will be weighted as follows. A score of one (1) through ten (10) will be assessed in each category, and then weighted according to the percentage assigned to each category. The following represent the principle selection criteria, which will be considered during the evaluation process:

Qualifications, Experience, and References. (35%)

Certified General Real Estate Appraiser license issued by the California Bureau of Real Estate Appraisers (BRE), adherence to standards specified in USPAP, experience in performing work of a closely similar nature and size, experience working with public agencies, experience and understanding of parkland dedication practices of governmental agencies, and assessment by client references as to strength, stability, experience, and technical competence.

Personnel and Staffing. (20%)

Qualifications and experience of proposed personnel for requested services.

Work Plan. (25%)

Depth of Contractors understanding of City’s requirements; overall quality and logic of work plan.

Rates and Fees. (10%)

Reasonableness and competitiveness of the range of rates and fees proposed; adequacy of data in support of figures quoted, basis on which rates and fees are quoted.

Quality and Responsiveness of the RFP. (10%)

Completeness of response in accordance with the RFP instructions.

Contractor: _____

#	CRITERIA	RATING (1-10)	MULTIPLIER	SCORE
1.	Firms Qualifications, Experience, and References		35%	
2.	Personnel and Staffing		20%	
3.	Work Plan		25%	
4.	Rates and Fees		10%	
5.	Quality and Responsiveness of the RFP		10%	
TOTAL WEIGHTED SCORE:				

Un-weighted Scoring Range: Excellent = 10 Unsatisfactory = 0

Rating Performed By: _____

Print name

Signature Date

Attachment C: Example of Agreement for Professional Services

This Agreement is made on _____, by and between _____, a California Corporation ("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. [insert text];
2. [insert text];
3. [Insert text].

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 "B."

2.05. Insurance. Contractor shall provide insurance as listed in Exhibit "C." [use 2016 insurance language]

2.06. 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 Contractor 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 Contractor or the acts or omissions of an employee, agent or subcontractor of the Contractor. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this Section are not limited by the provisions of the Section relating to insurance.

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:

Attn.

110 East Cook Street
Santa Maria, CA 93454

To Contractor:

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, Contractor and all sub contractors 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.

CITY OF SANTA MARIA, a political
subdivision of the State of California

ATTEST:

(Dept. Head Name)
(Dept. Head Title)

Rhonda M. White, CMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

Risk Manager

Interim City Attorney

EXHIBIT "A"
SCOPE OF WORK

Description

Upon the delivery of a signed copy of this agreement with this scope of work as Exhibit "A" attached, the contractor and staff shall proceed with the following scope.

Severability of Tasks

The City reserves the right of severability; any clause or task within these specifications may be deleted at the discretion of the Recreation and Parks Department. Adjustments to the contract costs will be made accordingly.

EXHIBIT "B"
PAYMENT

- Contractor shall provide final invoices within 30 days of work completed.
- City will process payments as submitted by the Contractor.
- City represented by the Director of Recreation and Parks or their appointee will administer the contract.

INSURANCE REQUIREMENTS

Contractor 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 Contractor.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury.
2. 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).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. 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.
2. Automobile Liability - \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory limits.

4. Employer's Liability - \$1,000,000 per accident for bodily injury or disease.
5. Errors and Omissions Liability - \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

C. 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.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. 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).
2. 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.
3. 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.

4. Consultant hereby grants to 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. 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.
5. If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. 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.

E. 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.

F. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements of the applicable policy language effecting coverage required by this clause. 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. 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.

G. 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.

Attachment D: Santa Maria Municipal Code

Section 11-9.05. Dedications - Public Parks.

(a) General.

- (1) This section is enacted pursuant to the authority granted by the Subdivision Map Act and the general police power of the City and is for the purpose of providing such additional park and recreational facilities and open space as appropriate pursuant to the General Plan. The park and recreational facilities for which dedication of land and/or payment of a fee is required by this section are in accordance with the policies, objectives, and standards for park and recreational facilities contained in the General Plan.
- (2) For the purpose of this section, "Subdivision In-Lieu Fee" shall mean either of the following:
 - (A) For all subdivisions noted in Section 11-9.05(b)(1), the subdivision in-lieu fee means the Quimby Act provisions of Government Code Section 66410 et. seq. and of Chapter 9 of this title.
 - (B) For all residential developments not being subdivided as noted in Section 11-9.05(b)(2), the subdivision in-lieu fee means the fee provisions of Chapter 9 of this title.

The subdivision in-lieu fee is not the same as the residential development tax (Chapter 7 of Title 3) or the recreation and parks mitigation fee (Section 19 of Chapter 15 of Title 8).

(b) Applicability.

- (1) The provisions of this section shall apply to all subdivisions with the exception of the following:
 - (A) Commercial or industrial subdivisions.
 - (B) Condominium projects or stock cooperative projects which consist of the subdivision of airspace within an existing apartment building which is more than five (5) years old and by which no new dwelling units are added.
 - (C) Official tentative maps containing four (4) or fewer parcels and not used for residential purposes. However, a condition may be placed on the approval of the official tentative map to the effect that if a building permit is requested for construction of a residential structure or structures on one or more of the lots within four (4) years, the fee which is required at the time of building permit issuance may be required to be paid by the owner of each such parcel as a condition to the issuance of the building permit. (Reference: Government Code Section 66477).
- (2) The provisions of this section shall apply to residential developments which are not being subdivided and have not previously been assessed fees pursuant to the provisions of this section. The exactions imposed upon these developments shall be paid at the earliest time allowed by law.

(c) Requirements.

- (1) As a condition of approval of an official tentative map, the subdivider shall dedicate land to the City, pay a subdivision in-lieu fee to the City, or a combination of both, at the option of the City, for park or recreational purposes at the time and according to the standards described in

Section 11-9.05(d) of this chapter. Dedications and/or fees acquired for park and recreational uses shall be used as follows:

- (A) To compensate the City for the cost of providing for the rehabilitation or construction of new park and recreational facilities; or
 - (B) To provide park and recreational facilities that will reasonably serve the residents of the development from which the exaction was obtained, and the amount and location of the fee and /or land shall bear a reasonable relationship to the use of the park and recreational facilities by those future residents.
- (2) Any fee collected shall be committed within five (5) years after the payment of such fee, or in the case of a subdivision, when building permits are issued on one-half (1/2) of the lots created, whichever occurs later.
- (3) Any fee not committed shall be reimbursed to the then record owners of the subdivision pursuant to the procedure set forth in Government Code Section 66477(f). (Reference: Government Code Section 66477).

(d) Standards for Calculating Parkland Dedication or Fees.

- (1) The amount of the subdivision in-lieu fee or the amount of land to be dedicated, or both, shall be based upon the residential density of the site and the average household size according to the following standards:
- (A) Residential density shall be the total number of units proposed on the property by the official tentative map filed for Planning Commission action. In the case of a condominium project, the number of dwelling units shall be the number of condominium units.
 - (B) The average household size reflects the average for the area based on the latest Federal Census.
 - (C) The dedication of land, or the payment of fees, or both, shall not exceed the proportionate amount necessary to provide three (3) acres of park area per one thousand (1,000) persons residing within a subdivision, unless the amount of existing neighborhood and community park area, as calculated pursuant to this section, exceeds that limit, in which case the City Council may adopt the calculated amount as a higher standard not to exceed five (5) acres per one thousand (1,000) persons residing within a subdivision.
 - (D) The park area per one thousand (1,000) members of the population of the City shall be derived from the ratio of the amount of neighborhood and community park acreage bears to the total population of the City as shown in the most recent available Federal Census. The amount of neighborhood and community park acreage shall be the actual acreage of these parks within the City as shown on its records, plans, recreational element, maps, or reports as of the date of the most recent available Federal Census.
 - (E) Only subdivision in-lieu fees, as calculated in this chapter, may be required of developments of fifty (50) lots or fewer, except that when a condominium project, stock cooperative, or community apartment exceeds fifty (50) dwelling units, dedication of land may be required notwithstanding that the number of parcels may be less than fifty (50).

However, nothing in this chapter shall prohibit the dedication and acceptance of land for park and recreation purposes in developments of fifty (50) lots or fewer, where the subdivider proposes such dedication voluntarily and the land is acceptable to the City.

- (2) The in-lieu fee per acre shall be based on the City wide average fair market value of land that would be dedicated. The value per acre may be amended by resolution of the City Council on the basis of a Citywide appraisal; information provided by the Director of Recreation and Parks. The value per acre may be amended no more than every twelve (12) months. (Reference: Government Code Section 66477).

(e) Determination of Land or Fee.

- (1) Whether the City accepts land dedication, or elects to require the payment of the subdivision in-lieu fee, or a combination of both, shall be determined by consideration of the following:

- (A) The policies, objectives, and standards for park and recreation facilities in the City's General Plan;
- (B) The topography, geology, and location of and access to land in the subdivision available for dedication;
- (C) The size and shape of the subdivision and land available for dedication;
- (D) The feasibility of dedication;
- (E) The availability of previously-acquired park property; and
- (F) The location of existing or proposed park sites and recreation trails.

- (2) The determination by the City Council as to whether land shall be dedicated, or the subdivision in-lieu fee shall be charged, or a combination of both, shall be final and conclusive. (Reference: Government Code Section 66477).

(f) Procedure.

- (1) At the time of approval or conditional approval of the official tentative map, the Planning Commission shall determine, based on recommendations from the Director of Recreation and Parks, whether land, subdivision in-lieu fees, or a combination of both, shall be dedicated and/or paid by the subdivider.

- (2) The Planning Commission may approve, modify, or disapprove the recommendation of the Director of Recreation and Parks.

- (3) The recommendation of the Director of Recreation and Parks shall include the following:

- (A) The amount of land required, or that the subdivision in-lieu fee be charged instead of the dedication, or that a combination of land and fee be required; and
- (B) The location of the park land and, where appropriate, the siting and conceptual design of the park facilities thereto, to be dedicated or used in lieu of fees; and
- (C) The approximate time when the development of the park or recreation facility shall commence in the case of land dedication.

- (4) Where dedication is required, the dedication shall be accomplished in accordance with the Subdivision Map Act and this title, and such land shall be conveyed to the City.

(5) Where subdivision in-lieu fees are required, they are due and payable to the City at the time of building permit issuance.

(6) Open space covenants, easements or other appropriate designations for private park or recreational facilities shall be submitted to the City, in a form and type acceptable to the City Attorney and Director of Recreation and Parks, prior to approval of the final or parcel map by the City Council, and shall be recorded as part of the final or parcel map or recorded concurrently as a separate instrument with the final or parcel map.

(g) Private Parks/Open Space Maintained by Others.

(1) If private open space for park and recreational purposes is provided in a proposed development, and such space is to be privately owned and maintained by others, such areas may be credited against not more than sixty percent (60%) of the requirement of dedication and development for park and recreation purposes, as set forth in this chapter, or the payment of the subdivision in-lieu fee thereof, in accordance with Section 11-9.05(f) of this chapter, provided that the following standards are met:

(A) That yards, court areas, required setbacks and other open space areas required to be maintained by the zoning and building provisions of the City's Municipal Code shall not be included in the computation of such private open space; and

(B) That the ownership and maintenance of the open space is adequately provided for; and

(C) That the use of the private open space is restricted for park and recreational purposes by recorded easements which run with the land in favor of the existing and future owners of property within the development and which cannot be modified or eliminated without the consent of the City Council; and

(D) That the proposed private open space is reasonably adaptable for park and recreational purposes, taking into consideration such factors as size, shape, topography, geology, access, and location of the private open space land; and

(E) That facilities proposed for the open space are in substantial accordance with the provisions of the Land Use Element of the City's General Plan and are approved by the Recreation and Parks Commission; and

(F) That the quality of all elements of recreation improvements shall meet the guidelines of the U.S. Consumer's Product Safety Commission (CPSC).

(G) Nothing in this chapter shall prevent credit for lands used jointly for flood control as well as recreational purposes except that land inundated in an average annual storm shall not be given credit for recreational purposes.

(2) A minimum of fifteen hundred (1,500) square feet of landscaped space containing recreation facilities may qualify the applicant for credit to a maximum of sixty percent (60%) of the total subdivision in-lieu fee. All recreation facilities shall meet the CPSC Guidelines. The actual amount of credit will be determined by the estimated value of the land as set forth in Section 11-9.05(d) of this chapter, and the cost estimates of the recreation facilities as approved by the Director of Recreation and Parks. These are calculated and available at the Recreation and Parks Department. All recreation facilities proposed for credit shall be approved by the Director of Recreation and Parks prior to approval of the official tentative map.

(3) Minor deviations from the standards of this section may be approved by the Director of Recreation and Parks, provided the changes are in conformance with the purpose and intent of this chapter.

(4) If a credit is received under this section, further credit may be given under Section 11-9.05(h), but in no case shall the total credit given under Sections 11-9.05(g) and (h) exceed sixty percent (60%).

(5) If a credit is received under this section, no credit shall be available pursuant to Chapter 7 of Title 3 of the Municipal Code (Residential Development Tax), or Section 11-9.05(i) of this chapter. In addition, no credit shall be available pursuant to Municipal Code Section 8-15.19 unless the exemption provisions of Municipal Code Section 8-15.16 apply (AB1600 Growth Mitigation Fee).

(h) Other Credit - No Impact to Recreation or Park Facilities.

(1) If an applicant for a proposed residential development can meet a needs test proving that the residences will not impact typical neighborhood recreation and park facilities, the development may be eligible for credit of up to sixty percent (60%) of the required subdivision in-lieu fee. The Recreation and Parks Commission shall determine eligibility for this credit.

(2) If a credit is received under this section, further credit may be given under Section 11-9.05(g), but in no case shall the total credit given under Sections 11-9.05(g) and (h) exceed sixty percent (60%).

(3) If a credit is received under this section, no credit shall be available pursuant to Chapter 7 of Title 3 of the Municipal Code (Residential Development Tax), or Section 11-9.05(i) of this chapter. In addition, no credit shall be available pursuant to Municipal Code Section 8-15.19 unless the exemption provisions of Municipal Code Section 8-15.16 apply (AB1600 Growth Mitigation Fee).

(i) Deferments and Reductions.

(1) Deferments. If the Recreation and Parks Commission finds that a project will be built and operated for Lower Income Tenants, as defined by the latest United States Housing and Urban Development Department figures for the Santa Maria area, the payment of the subdivision in-lieu fee may be deferred according to the following:

(A) One-half (1/2) of the fee amount shall be paid on or before one (1) year from the date the City issues the last Certificate of Occupancy for the project, with the remainder of the fee due on or before one (1) year thereafter together with interest based on the average interest rate of the Local Agency Investment Fund for the twelve (12) month period (last four statements) ending thirty (30) days prior to the date payment is due. An agreement and note secured by a Deed of Trust in a form acceptable to the City Attorney shall be entered into between the City and the subdivider.

Approval of the fee deferment shall be through a resolution adopted by the Recreation and Parks Commission.

(2) Reductions. If the City Council finds that a project will be built and operated for senior citizens, the City Council may, by resolution, approve a credit to a maximum of sixty percent (60%) of the total subdivision in-lieu fee. If the project does not remain as a seniors only project, the remainder of the subdivision in-lieu fee shall be paid. If a reduction is received under this section, no credits or reductions shall be available pursuant to Chapter 7 of Title 3 of the

Municipal Code, or Sections 11-9.05(g) and 11-9.05(h) of this chapter. In addition, no credit shall be available pursuant to Municipal Code Section 8-15.19 unless the exemption provisions of Municipal Code Section 8-15.16 apply.

(3) Senior Conversions. If the City Council finds that a project that converts existing facilities to senior housing will provide on-site recreational facilities, the City Council may, by resolution, waive up to one hundred percent (100%) of the subdivision in-lieu fee. The waiver of all or a portion of the fee will be determined by the Director of Recreation and Parks based on the estimated cost of the on-site recreation facilities. If a reduction is received under this section, no credits or reductions shall be available pursuant to Chapter 7 of Title 3 of the Municipal Code, or Sections 11-9.05(g), 11-9.05(h), or 11-9.05(i)(2) of this chapter. In addition, no credit shall be available pursuant to Municipal Code Section 8-15.19 unless the exemption provisions of Municipal Code Section 8-15.16 apply. (Ord. 2016-10 § 1, eff. 6/16/16; Ord. 94-29, eff. 12/15/94)