City of Santa Maria

REQUEST FOR PROPOSALS

Vehicle Miles Traveled (VMT) CEQA Thresholds

ISSUING OFFICE: City of Santa Maria
Public Works Department
110 S. Pine Street, Ste. 221
Santa Maria, CA 93458

SUBMITTAL: One (1) electronic copy must be received on or before 4:00 p.m.,
May 1, 2020.

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

PROPOSALS must be received by the Community Development Department Planning Manager, Ryan Hostetter via email rhostetter@cityofsantamaria.org no later than 4:00 p.m., May 1st, 2020.

Vehicle Miles Traveled (VMT) CEQA Thresholds

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 24th day of April, 2020 at Santa Maria, California.

By: Ryan Hostetter, Planning Manager

City of Santa Maria, California

Publication Date: April 24, 2020
SECTION 1 - INSTRUCTIONS AND CONDITION
1.1 Project Description

The City of Santa Maria is requesting technical and cost proposals from qualified and experienced contractors to provide Vehicle Miles Traveled (VMT) CEQA Thresholds.

One (1) electronic copy of the proposal is to be submitted to the Community Development Department Planning Manager, Ryan Hostetter via email rhostetter@cityofsantamaria.org no later than 4:00 p.m., May 1st, 2020.

1.2 Information

The City of Santa Maria Community Development and Public Works Departments are issuing this Request for Proposals. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to Ryan Hostetter, Planning Manager, via email at rhostetter@cityofsantamaria.org.

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 Ryan Hostetter, Planning Manager (rhostetter@cityofsantamaria.org) with the City of Santa Maria, 110 S. Pine Street, Suite 101, Santa Maria, CA 93458, (805) 925-0951 ext. 2369, to determine if addenda were issued, and to make such addenda a part of their proposal.

1.4 Definitions

1. "Agency" refers to the City of Santa Maria, an Agency established under the laws of the State of California.

2. "Days" refers to working days of the City of Santa Maria when used in context with Agency's bid protest procedures.
3. The terms “file” or “submit” refer to the date of receipt by Agency.

4. "Interested party" includes all bidders on the contract or procurement. The term may also include a subcontractor or supplier at any tier who shows that it has a substantial economic interest in a provision of the Invitation for Bid (IFB) or the Request for Proposals (RFP) or of the interpretation of such a provision.

5. "Local" as used herein refers to the County of Santa Barbara and the State of California. When used in conjunction with the phrase "laws and regulations" it is construed to mean only those laws or regulations associated with the provision of public mass transportation and the use of public funds. It is not construed to include the purchasing and/or protest procedures used by either of the aforementioned entities.

6. “RFP” as used herein, also includes the term "offer" or “RFP" as used in the context of negotiated procurements.

7. "Administrator" or “Manager” as used herein refers to the project manager of the City of Santa Maria.

1.5 Contracting Agency

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

1.6 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.

1.7 Joint Offers

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Agency intends to contract with a single firm and not with multiple firms doing business as a joint venture.

1.8 Business Tax Certificate

Possession of a City of Santa Maria Business Tax Certificate is not required to submit a proposal in response to this invitation. However, Contractor shall be required to possess, at its own expense, a valid and current City of Santa Maria Business Tax Certificate prior to commencing work. Fee is based on gross receipts for all business
transactions in the City of Santa Maria. For additional information, contact the City of Santa Maria at (805) 925-0951 ext. 2422.

1.9 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 City of Santa Maria Project Manager. 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.

1.10 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.

1.11 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. The 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.

1.12 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. The project maximum budget is $75,000. Fees submitted may be used as a basis of negotiation with the successful contractor.

1.13 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 may be deemed non-responsive.
1.14 Tentative Selection Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFP</td>
<td>April 24, 2020</td>
</tr>
<tr>
<td>Question Submission deadline</td>
<td>4:00 p.m., April 29, 2020</td>
</tr>
<tr>
<td>Submission deadline</td>
<td>4:00 p.m., May 1, 2020</td>
</tr>
<tr>
<td>Award of contract</td>
<td>Early-May</td>
</tr>
</tbody>
</table>
SECTION 2 – PROJECT OVERVIEW
**PROJECT OVERVIEW**

2.1 Introduction

The City of Santa Maria is soliciting Proposals from qualified consultant firms to prepare Vehicle Miles Traveled (VMT) CEQA Thresholds in accordance with Senate Bill 743 (SB 743). This effort will require coordination with the City of Santa Maria’s Community Development and Public Works Departments. This document includes background information, outlines the proposed scope of work for the project, details the submission in response to this RFQ/RFP, and explains the consultant selection process.

The purpose of this RFP is to obtain the services of a well-qualified consultant firm/team to develop VMT Significance Thresholds and associated tasks for implementation of SB 743. The City will continue to use Level of Service metrics in parallel with the VMT CEQA standards for project review.

2.2 Term of Contract

The VMT CEQA Thresholds need to be presented to City Council for acceptance by July 2020. The selected proposer shall meet this deadline.

2.3 Scope of Work

1. Development of methodology for measuring total VMT and/or any other appropriate VMT metric (such as per home-based VMT per capita, home-based work VMT per worker, etc.) and establishing a ‘baseline’ year based on a method supported by the State of California Office of Planning and Research (OPR) in the implementation of SB 743 guidelines. This methodology should present linkage of VMT to existing and proposed land uses as described in the Land Use and Circulation Elements of the City of Santa Maria General Plan. The Consultant should explore and depict existing practices and methodologies used by cities similar in context, size and character to Santa Maria and outline any adjustments that should be made to the City’s Existing Transportation Model.

2. Development of VMT CEQA thresholds for existing and proposed land uses described in the Land and Circulation Elements of the General Plan. The City anticipates that the thresholds will be developed based on average VMT generation by land use type indicated by travel model data with the Transportation Demand Management (TDM) strategies available to reduce VMT as mitigation, as documented by State agencies and best practice research. Thresholds will then be refined through application of specific TDM measures.
3. Identification of either an existing tool (such as CalEEMod) that might be available for VMT estimation or development of an interactive VMT evaluation tool for incoming development projects to preliminarily identify VMT impacts based on land use type and VMT reduction strategies, including multimodal infrastructure improvements, number of parking spaces provided and TDM programs to be instituted as part of a project.

4. Review of the City’s Transportation Model and identification of modifications that might be needed based on VMT Thresholds.

5. Identification of potential mitigation measures to reduce VMT by project type and/or develop a methodology to calculate the reduction in impacts based on mitigation measures.

6. Prepare VMT thresholds implementation tools for use in development review. Prepare and implement a training plan for City staff to include written instructions.

7. Provide tracking methodologies for the effectiveness of VMT reduction strategies.

2.4 Minimum Qualifications

Proposer’s principal staff shall demonstrate competency and understanding of the tasks to be performed with examples of previous projects or tasks where VMT Thresholds were established, the proposer developed methodology for measuring total VMT and/or any other appropriate VMT metric (such as per home-based VMT per capita, home-based work VMT per worker, etc.), and the proposer established a ‘baseline’ year based on a method supported by the State of California for a municipality of similar size and nature to the City of Santa Maria.

Provide contact information for current agencies for which the Proposer has provided a similar work product. Provide contact name, title, agency name, address, phone, email, services provided. Provide a brief scope of services provided for each contractual relationship.

2.5 Competitive Selection

The successful Contractor shall be selected by the City of Santa Maria on a rational basis.

Evaluation factors outlined in Paragraph 2.6 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.

Please review Section 2.11 for a description of the proposal format.

2.6 Selection and Evaluation Factors

Each proposal will be evaluated and ranked by City of Santa Maria. Evaluation factors to be considered, and the corresponding weight for each, shall be as follows:

<table>
<thead>
<tr>
<th>EVALUATION FACTOR</th>
<th>PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNDERSTANDING OF WORK</td>
<td>30%</td>
</tr>
<tr>
<td>EXPERIENCE</td>
<td>30%</td>
</tr>
<tr>
<td>QUALITY AND AVAILABILITY OF STAFF TO BE ASSIGNED</td>
<td>30%</td>
</tr>
<tr>
<td>COST</td>
<td>10%</td>
</tr>
</tbody>
</table>

The City, at its sole discretion, may request an oral presentation or discussion with the most qualified proposer (s).

2.7 Inquiries

Inquiries must be submitted in writing. City shall issue any necessary clarification in writing to all proposers. Proposers should not rely on verbal discussion in lieu of written communication. Failure to adhere to this requirement could render your proposal non-responsive. All inquiries shall be directed to either Ryan Hostetter, Planning Manager or to Mark Mueller, P.E., Engineer II, City of Santa Maria, 110 S. Pine Street, Suite 101, Santa Maria, CA 93458, via email at mmueller@cityofsantamaria.org.

2.8 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.

2.9 Contract Incorporation

Proposer should be aware that the City of Santa Maria’s attached “agreement” shall become the actual contract document. The terms and conditions defined in Section 3 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. The requirements of Request for Proposals Dated April 24, 2020, on file at the Department of Public Works – Engineering Division, 110 S. Pine Street, Ste. 221, Santa Maria, CA are hereby incorporated by reference.

2.10 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.

2.11 Proposal Format

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit a complete proposal in the required format shall be considered non-responsive.

Consultants must submit a proposal limited to a maximum of twelve, double-sided pages exclusive of cover letter, resumes, and references. The proposal must be organized in the following format and include the information in the below outline:

1. **Cover Letter**
   The cover letter must be signed by an officer of the firm authorized to execute a contract with the City. The primary contact should be identified with a phone number, email address, and mailing addresses provided.

2. **General Qualifications**
   Provide a summary of the Consultant’s qualifications, general information about the firm, location of office(s), years in business and areas of expertise. Provide a brief description of projects that involved a similar scope of services.

3. **Key Staff & Subconsultants**
   Identify key staff and include a description of their abilities, qualifications and experience. Attach resumes of key staff that will be assigned to this project and include a proposed project management structure and organizational chart.

   Identify any portion of the scope of work that would be subcontracted. Include firm qualifications (brief) and key personnel, telephone number, email address and contact person for all subcontractors. The City reserves the right to approve or reject all consultants, internal staff performing consulting services, or subconsultants proposed by the Consultant.
4. **Project Workplan**  
Consultant shall describe its understanding of the project, detailed work approach and methodology. Consultant shall expand on the scope of work, if appropriate, to accomplish the overall objective of the project and provide suggestions which might enhance the results or usefulness of thresholds. Include assumptions about the number of meetings needed with City staff and other stakeholders to complete the Scope of Work. Consultant shall provide an example of similar projects prepared by the firm or proposed team. Consultant shall also include a schedule of work, including benchmarks and milestones.

5. **References**  
Consultant shall provide a list of references for the firm and any subconsultants, including the names, addresses, email addresses and telephone numbers of recent clients, preferably other public agencies for which Consultant has done similar work. Include a list of specific projects associated with each reference, date work was performed, cost and key personnel involved. Please do not include the City of Santa Maria as a reference.

6. **Budget**  
The cost proposal shall include all labor costs, overhead costs, subconsultant costs, and an itemized list for direct expenses. Costs must be shown in a matrix format, by task grouping, and show hours per staff member and labor costs. The cost proposal shall be submitted in a separate sealed envelope.

7. **Agreement for Professional Services**  
Provide a statement that you have reviewed the Agreement for Professional Services and that your firm will be able to provide the required insurance in the amount, types, and endorsements. Alternatively, if there are provisions within the City’s Standard Agreement, including insurance requirements, that are not acceptable to your firm, please indicate what provisions those are and why, and what substitution your firm would suggest.
SECTION 3 - AGREEMENTS
AGREEMENT FOR PROFESSIONAL SERVICES

VEHICLE MILES TRAVELED (VMT) CEQA THRESHOLDS

This Agreement is made on DATE, by and between, a NAME 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:

WHEREAS, City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, City does not have available employees to perform the services for the Project; and

WHEREAS, City has requested the Contractor to provide manpower to complete the Project; and

WHEREAS, Contractor is registered or licensed in California to perform construction services for the Project.

NOW, THEREFORE, IT IS AGREED:

1. Recitals true. The above recitals are true.

2. General.

2.1 Term and Termination. The term of this contract is one year, 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.

2.2 Services to be Performed. Contractor shall determine the method, details and means of providing [Project Info] services. More specifically, Contractor agrees to perform the specific services listed in Exhibit "A."

2.3 City’s Duties. City’s duties under this Agreement are to cooperate with Contractor in the performance of the contract and timely pay invoices.

2.4 Payment. Payment terms under this Agreement are listed in Exhibit “B.”

2.5 Insurance. Contractor shall provide insurance as listed in Exhibit “C.”

2.6 Exhibits. Exhibits “A,” “B,” and “C” are attached and incorporated.
3. **Contractor's Obligations.**

3.1 **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.

3.2 **Tools and Equipment.** Except as otherwise stated in this Agreement, Contractor will supply all tools and equipment necessary to perform this Agreement.

3.3 **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.

3.4 **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 Section are not limited by the provisions of the Section relating to insurance.

4. **Miscellaneous**

4.1 **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 Contractor:
Ryan Hostetter, Planning Manager
110 East Cook Street
Santa Maria, CA 93454

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.

4.2 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.

4.3 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.

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

4.5 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.

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

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

4.8 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.

4.9 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.

NAME of COMPANY

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

___________________________
NAME

___________________________
TITLE

Chuen Ng
Community Development Director

ATTEST:

Rhonda M. White, CMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

_______________________________
Risk Manager

_______________________________
City Attorney
EXHIBIT “A”

SCOPE OF SERVICES
EXHIBIT “B”

PAYMENT

I. Progress Authorization

Written authorization to proceed from the City authorizes the Contractor to generate the not-to-exceed cost of XXXX DOLLARS ($XX,XXX) in fees for all work.

<table>
<thead>
<tr>
<th>Task</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>$</td>
</tr>
<tr>
<td>Task 2</td>
<td>$</td>
</tr>
<tr>
<td>Task 3</td>
<td>$</td>
</tr>
<tr>
<td>Task 4</td>
<td>$</td>
</tr>
</tbody>
</table>

Total Not-To-Exceed Cost: $X,XXX.XX

II. Invoice procedure.

A. Payment shall be at the conclusion of the Project based on the billable charges.

B. The Contractor shall present the bill for charges by the second day of the month.

C. The Contractor’s bill shall be substantiated by appropriate documentation, and include an itemized listing of personnel, subcontractors, and other direct costs incurred.

III. Maximum billable amounts

Under no circumstance shall the total of all payments to the Contractor exceed ninety percent (90%) of the maximum not-to-exceed cost, prior to acceptance by the City of all items to be completed as noted within Exhibit "A".
EXHIBIT “C”

INSURANCE REQUIREMENTS

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.

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

Consultant 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.

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 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

   Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.