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# City of Santa Maria



## REQUEST FOR PROPOSALS

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### Local Roadway Safety Plan (LRSP)

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

**SUBMITTAL: One (1) hard copy and one (1) electronic copy must be received on or before 4:00 p.m., March 17, 2021.**

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 City of Santa Maria Public Works Department no later than 4:00 p.m., March 17<sup>th</sup>, 2021.

**Local Roadway Safety Plan (LRSP)**

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.

If your firm is interested and qualified, please submit one (1) hard copy and one (1) electronic copy of your Proposal by Wednesday, March 17<sup>th</sup>, 2021, by 4:00 p.m. to:

City of Santa Maria  
Department of Public Works/Engineering Division  
Attn: Mark Mueller, PE, Engineer III  
110 South Pine Street, Suite 101 (USPS)  
110 South Pine Street, Suite 221 (Delivery, i.e., FedEx or UPS)  
Santa Maria, CA 93458

Proposal shall be clearly labeled "PROPOSAL for Professional Services – City of Santa Maria Local Roadway Safety Plan (LRSP)." Please provide your Cost Proposal in a separate sealed envelope.

Dated this 17<sup>th</sup> day of February, 2021 at Santa Maria, California.

By: Mark Mueller, PE, Engineer III

City of Santa Maria, California

Publication Date: February 17, 2021

**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 prepare a Local Roadway Safety Plan.

One (1) hard copy and one (1) electronic copy of the proposal is to be submitted to the City of Santa Maria Public Works Department, no later than 4:00 p.m., March 17<sup>th</sup>, 2021. Electronic copy shall be in PDF format on disc, flash drive, or emailed to Mark Mueller, PE at [mmueller@cityofsantamaria.org](mailto:mmueller@cityofsantamaria.org). Electronic copy shall not include fee proposal. Physical copy shall include separate sealed fee proposal.

## 1.2 Information

The City of Santa Maria Public Works Department is issuing this Request for Proposals. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to Mark Mueller, PE via email at [mmueller@cityofsantamaria.org](mailto:mmueller@cityofsantamaria.org).

**Deadline for receipt of Questions: 4:00 p.m. March 3<sup>rd</sup>, 2021.**

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 Mark Mueller, PE ([mmueller@cityofsantamaria.org](mailto:mmueller@cityofsantamaria.org)) 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 \$84,000.** 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

Issuance of RFP	February 17, 2021
Question Submission deadline	4:00 p.m., March 3, 2021
Submission deadline	4:00 p.m., March 17, 2021
Award of contract	May, 2021 (Subject to Change)

## **SECTION 2 – PROJECT OVERVIEW**

## ***PROJECT OVERVIEW***

### **2.1 Introduction**

The City of Santa Maria is soliciting proposals from qualified consultant firms to prepare a Local Roadway Safety Plan (LRSP). This document includes background information, outlines the proposed scope of work for the project, details the submission in response to this RFP, and explains the consultant selection process.

The Santa Maria LRSP will provide a framework for identifying, analyzing, and prioritizing roadway safety improvements on Santa Maria's roads. The LRSP will guide future grant opportunities and identify potential projects that could improve roadway safety within the City. The Consultant shall develop the City's LRSP using State project funding requirements, particularly, the State of California Highway Safety Improvement Program (HSIP) requirements. The selected consultant should include tasks for coordinating with local stakeholders to identify, analyze, and prioritize roadway safety improvements within the City of Santa Maria. If the Consultant believes that the project can be enhanced in any way by the addition of other tasks or the deletion of any specified tasks, such information should be included in the proposal.

The LRSP will be focused on Santa Maria's specific safety needs and issues, while contributing to the overall statewide goals outlined in California's Strategic Highway Safety Plan. During the development of the LRSP, the City and consultant will encourage participation from stakeholders, including the County of Santa Barbara, the local MPO, SBCAG (Santa Barbara County Association of Governments), law enforcement, schools, emergency response, non-profits, and the general public. The objective of the LRSP will be to collaborate with these stakeholders to develop achievable and measurable countermeasures for reducing accidents, taking a proactive approach to roadway safety through the 4 E's (Engineering, Enforcement, Education, and Emergency Services). Improvement strategies to achieve these countermeasures will then be categorized and prioritized, identifying the responsible stakeholders for implementation. The LRSP will also outline steps to evaluate the strategies once implemented in order to determine their effectiveness and to prioritize resources on future LRSP iterations.

### **2.2 Term of Contract**

The Local Roadway Safety Plan (LRSP) needs to be prepared and adopted prior to the HSIP Cycle 11 submission deadline. Ideally, a project will be identified from the development of this document and will be prepared in parallel to this document. The selected proposer shall meet this deadline.

### **2.3 Scope of Work**

Proposers must provide a specific, well-developed scope of work for all tasks and are expected to incorporate their own expertise into the scope and propose modifications they deem necessary or advisable. The consultant should include tasks for coordinating with local stakeholders to identify, analyze, and prioritize roadway safety improvements within the City of Santa Maria.

The LRSP should be tailored to be responsive to the City of Santa Maria's needs and issues. Recommended safety projects from the LRSP should be consistent with Federal and State project funding requirements, particularly, the State of California Highway Safety Improvement Program (HSIP) requirements. The LRSP recommended safety projects should be designed to address safety concerns for all modes of transportation and successfully satisfy requirements and expectations related to eligibility for future HSIP funding. The LRSP should be structured as a living document that can be continually reviewed and updated to reflect changing local needs and priorities.

Tasks:

1. **Project Mobilization**
  - a. Establish purpose and goals.
  - b. Identify stakeholders.
  - c. Define how safety problems will be identified.
  - d. Outline how the LRSP will be monitored and updated.
  
2. **Stakeholder Outreach**
  - a. Prepare materials for public meetings.
  - b. Organize meetings and/or other communication means for stakeholder input and feedback.
  - c. Establish goals and priorities in coordination with the City and stakeholders.
  - d. Identify countermeasures that correlate to each goal or priority.
  - e. Identify costs and benefits for each countermeasure to satisfy the safety goals identified.
  - f. The plan should recommend improvements at specific collision locations, corridors, and intersections as well as systemic improvements that can be implemented city-wide.
  
3. **Compile collision, traffic, and roadway data and perform a systemic safety analysis.**

Work with the City and stakeholders to compile relevant safety data to organize the information into categories that highlight an area of concern. Review the 5-year collision data and incorporate into the LRSP.

Possible Categories:

- Roadway/Intersection characteristics

- Vulnerable users (pedestrians, senior citizens, etc.)
- Special vehicles (bicycles, trucks, buses, etc.)
- Collision types
- Time of day

Sources of data to include:

- Local law enforcement records
- State and local collision databases
- Local road traffic volumes
- Roadway infrastructure records

The LRSP should identify areas of concern related to causes of fatal and serious injury collision types on local roads. The plan should also identify any outliers or collision trends that are specific to Santa Maria.

#### 4. **LRSP Report**

The LRSP report should summarize the needs identified, the safety goals, emphasis areas, and a prioritized list of improvements or activities. Additionally, the LRSP report can identify responsibilities and resources to carry out the plan. Items that may also be documented include the stakeholders and process used to develop the plan, successes realized through similar past or current efforts, and obstacles or challenges related to implementation. The LRSP Report should include steps on how the plan will be evaluated for effectiveness and relevance over time and identify how it could be adjusted periodically or as needed. The LRSP Report should include recommended steps and methodology for future evaluation of the plan.

#### 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 a Local Roadway Safety Plan (or similar document, such as a Vision Zero Action Plan or a Systemic Safety Analysis Report Program) was prepared by the consultant and adopted by the local agency.

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, and services provided. Provide a brief scope of services provided for each contractual relationship.

It is the expectation of the City that the proposer has a professional level understanding and application of the following programs and documents:

California's Strategic Highway Safety Plan

- FHWA – Local and Rural Road Safety Briefing Sheets
- FHWA – Developing Safety Plans: A Manual for Local Rural Road Owners

- FHWA – Systemic Safety Project Selection Tool
- FHWA – Local and Rural Road Safety Program
- AASHTO - Highway Safety Manual

## 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

Assuming that all minimum requirements have been met, 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:

<u>EVALUATION FACTOR</u>	<u>PERCENT</u>
UNDERSTANDING OF WORK AND CLARITY OF PROJECT APPROACH	30%
EXPERIENCE	30%
QUALITY AND AVAILABILITY OF STAFF TO BE ASSIGNED	30%
PROPOSED TIMELINE FOR COMPLETION OF SERVICES	10%

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 writing communication. Failure to adhere to this requirement could render your proposal non-responsive. All inquiries shall be directed to Mark Mueller, PE, Engineer III, via email at [mmueller@cityofsantamaria.org](mailto: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 February 17, 2021, 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.

Once the selection process (written proposal review and oral interviews, if held) is complete, the top-ranking firm will be invited to enter into contract negotiations with the City. In addition, consultants will be expected to accept the standard City contract language for professional services agreements. If negotiations are unsuccessful, discussions with the highest ranked firm will be terminated and the second highest ranked firm may be contacted for negotiations.

## 2.11 Proposal Format

The Proposal, consisting of one (1) hard copy and one (1) electronic copy must be received by mail, recognized carrier, or hand delivered no later than **4:00 p.m. on Wednesday, March 17, 2021.** Late Proposals will not be considered and will be returned, unopened.

Proposal shall be addressed to:  
City of Santa Maria  
Department of Public Works/Engineering Division  
Attn: Mark Mueller, PE, Engineer III  
110 South Pine Street, Suite 101 (USPS)  
110 South Pine Street, Suite 221 (Delivery, i.e., FedEx or UPS)  
Santa Maria, CA 93458

Proposal shall be clearly labeled:  
(Proposer's Name)  
PROPOSAL:  
Professional Services  
City of Santa Maria Local Roadway Safety Plan (LRSP)

Cost Proposal shall be submitted in a **SEPARATE SEALED ENVELOPE**.

All proposals received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, the modification must be received in writing, and in the same number of copies as the original proposal, prior to the date and time specified for receipt of proposals.

Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

Emphasis should be on completeness and clarity of content. Submitted proposals must follow the format outlined below and all requested information must be supplied. Consultants shall prepare each proposal simply and economically, providing a straightforward, concise description of Proposers' offer and capabilities to satisfy the requirements of this RFP. Failure to submit a complete proposal in the required format shall be considered non-responsive. 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. Include similar information for all subconsultants participating in the proposal. Provide a brief description of projects that involved a similar scope of services.

**3. Key Staff & Subconsultants**

Identify the name and title of the lead contact person and all key staff who will be assigned to this project and include their role in the project. Attach resumes of key staff that will be assigned to this project, describing their abilities, qualifications, and experience. Include a proposed project management structure and organizational chart.

Identify any portion of the scope of work that would be subcontracted. Include firm qualifications and identify principal staff assigned to this project from each subconsultant and their responsibilities on this project. Show subconsultants in the project organization chart. The City reserves the right to approve or reject all consultants, internal staff performing consulting services, or subconsultants proposed by the Consultant.

#### **4. Project Understanding and 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.

Describing the proposed approach to fulfill the stated objectives, including:

- An itemized list and description of tasks
- Approaches to working with City staff, stakeholders, and the community
- Quality assurance and quality control plan
- Proposed organization and staff assigned to lead each task
- Estimated labor hours by task for key staff and by classification
- Project schedule (subject to adjustment by mutual consent of the Consultant and City)
- Deliverables associated with each task

#### **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. Include a detailed time and material not-to-exceed fee for each task described in the Scope of Services. The City intends to award this contract to the firm it considers will provide the best overall project services for the

available budget. **The cost proposal shall be submitted in a separate sealed envelope.**

As identified in Section 1.12, **the project maximum budget is \$84,000.**

**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**  
**LOCAL ROADWAY SAFETY PLAN (LRSP)**

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:  
Mark Mueller, Engineer III  
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.

- 4.2 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](http://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

\_\_\_\_\_  
Kevin P. McCune  
Director of Public Works

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 **EIGHTY-FOUR THOUSAND DOLLARS (\$84,000.00)** in fees for all work.

Task 1:	\$
Task 2:	\$
Task 3:	\$
Task 4:	\$

Total Not-To-Exceed Cost:	\$84,000.00
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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 contact 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.

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 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.