
City of Santa Maria



REQUEST FOR PROPOSALS

Construction Stormwater Inspection Services

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

SUBMITTAL: One (1) original, two (2) copies and one (1) electronic copy must be received on or before 5:00 p.m., August 19, 2022

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

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PUBLIC NOTICE

REQUEST FOR PROPOSAL

SEALED PROPOSALS must be received by the Engineering Division delivered by hand or mailed to City of Santa Maria, 110 South Pine Street, Suite 101 (USPS) OR Suite 221 (Fed Ex & UPS), Santa Maria, CA 93458 no later than 4:00 p.m., August 19, 2022 NO PROPOSALS WILL BE ACCEPTED AFTER THIS TIME AND DATE. PROPOSAL WILL REMAIN SEALED AND UNOPENED UNTIL THE NEXT BUSINESS DAY. PROPOSALS WILL NOT BE PUBLICLY OPENED.

Construction Stormwater Inspection Services

Contract documents may be inspected and obtained in the Public Works Department Engineering Division office, City of Santa Maria, 110 S. Pine Street, Suite 221, Santa Maria, California 93458.

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

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

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

Dated this 1st day of August, 2022 at Santa Maria, California.

By: Luis A. Magallón, PE, Civil Engineer II

City of Santa Maria, California

Publication Date: August 1, 2022

**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 Construction Stormwater Inspection Services.

One (1) original, two (2) paper copies, and one (1) electronic copy of the proposal are to be submitted to the Department of Public Works, City of Santa Maria, 110 South Pine Street, Suite 101 (USPS) OR Suite 221 (Fed Ex & UPS), Santa Maria, CA 93458 no later than 4:00 p.m., August 19, 2022. Electronic copy shall be in PDF format on disc, flash drive, or emailed to Luis A. Magallón, PE at Imagallon@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 Engineering Division is issuing this Request for Proposals. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to Luis A Magallón, P.E. via email at Imagallon@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 Luis A Magallón, P.E. (Imagallon@cityofsantamaria.org) with the City of Santa Maria, 110 S. Pine Street, Suite 101, Santa Maria, CA 93458, (805) 925-0951 ext. 1667, 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/Engineering Division 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 Public Works Department 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. 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 estimated project maximum budget is \$125,000 over a two (2) year period. 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	August 1, 2022
Question Submission deadline	4:00 p.m., August 12, 2022
Submission deadline	4:00 p.m., August 19, 2022
Award of contract	August, 2022 (Subject to Change)
Initiation of contract	September, 2022 (Subject to Change)

SECTION 2 – PROJECT OVERVIEW

PROJECT OVERVIEW

2.1 Introduction

The City of Santa Maria Public Works Department is anticipating periodic need of professional Construction Stormwater Inspection services. To meet this need, the City is issuing this Request for Proposals (RFP) for the purpose of obtaining proposals from qualified firms to provide as-needed services. It is the City's preference to enter into an agreement with a single vendor; however, the City reserves the right to enter into agreements with multiple proposers resulting from this RFP in order to provide the complete range of professional Construction Stormwater Inspection services.

The City anticipates the periodic need of Construction Stormwater Inspection services during an estimated time period of two (2) years. It is expected that the demand will fluctuate throughout this time period. Due to the as-needed nature of the work, no work is guaranteed on a contract, even if awarded. The scope of work will vary and will be requested on a task order basis as the need arises. A detailed outline of the Consultant's potential services is given in Section 2.3 of this RFP.

2.2 Term of Contract

The term of this contract will be for two years.

2.3 Scope of Work

The scope of work for this contract will vary as need arises and will be at the discretion of the City.

The main categories of work will include Land Development Construction Stormwater Inspection (approximately 80% of the time) and Capital Projects Construction (approximately 20%):

2.3.1 Land Development Construction Stormwater Inspection and Stormwater Pollution Prevention Plan (SWPPP) Compliance

- 2.3.1.1 Perform site inspections on Land Development projects within the City of Santa Maria for compliance with the City's MS4 permit.
- 2.3.1.2 Prepare inspection reports detailing site conditions, BMP maintenance, and correspondence with site superintendent.
- 2.3.1.3 Perform re-inspections, detailing corrective actions rectified, site conditions, BMP maintenance, and correspondence with site superintendent as necessary.
- 2.3.1.4 Rain event inspections and sample collection as necessary.

- 2.3.1.5 Review SWPPPs submitted to the city for completeness and compliance with the Construction General Permit and City policy
- 2.3.1.6 Provide final inspections to confirm that sites are sufficiently stabilized in preparation for termination of SWPPP coverage.
- 2.3.1.7 Provide final inspections to confirm that on-site Post-Construction Requirements (PCRs) have been built per plan.

2.3.2 Capital Projects Stormwater Inspection and Stormwater Pollution Prevention Plan (SWPPP) Compliance for City of Santa Maria Capital Projects

- 2.3.2.1 Perform site inspections on capital projects within the City of Santa Maria for compliance with the City's MS4 permit.
- 2.3.2.2 Prepare inspection reports detailing site conditions, BMP maintenance, and correspondence with site superintendent.
- 2.3.2.3 Perform re-inspections, detailing corrective actions rectified, site conditions, BMP maintenance, and correspondence with site superintendent as necessary.
- 2.3.2.4 Rain event inspections and sample collection as necessary.
- 2.3.2.5 File NOI on SMARTS system with SWRCB and upload all inspection reports, sample data, and all other necessary information for upkeep of the WDID for the City's capital project. Provide guidance to City for process of using SMARTS and providing certification after data has been input. Closeout project with NOT on SMARTS.
- 2.3.2.6 Provide final inspections to confirm that sites are sufficiently stabilized in preparation for termination of SWPPP coverage.
- 2.3.2.7 Provide final inspections to confirm that on-site Post-Construction Requirements (PCRs) have been built per plan.

2.4 Task Orders

Consultant services will be on an as-needed, on-call basis throughout the term of the Agreement. Consultant services will be authorized by task orders issued by the City, which may be in the form of a written or verbal request. The Consultant is responsible for acknowledging receipt of requests within two (2) working days.

Task orders may vary significantly in size and scope and will be determined in greater detail as each task order is assigned. The City will discuss the scope of services with the selected Consultant prior to issuing a task order. The Consultant will be responsible for preparing a detailed scope and fee estimate for each task order. The City may accept the Consultant's scope and fee or negotiate with the Consultant, as appropriate. The City reserves the right to not accept the Consultant's scope and fee.

2.5 Minimum Qualifications

Proposer's principal staff must possess a Construction General Permit Qualified Stormwater Developer certification and inspectors must possess a Construction General Permit Qualified Stormwater Practitioner certification.

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

- Clean Water Act and National Pollutant Elimination System (NPDES)
- County of Santa Barbara Storm Water Management Program (Project Clean Water)
- Project Clean Water, County of Santa Barbara – Stormwater Technical Guide for Low Impact Development
- County of Santa Barbara Guidance Document for Municipal Stormwater Permit 2013-2018
- California Stormwater Quality Association Construction BMP Handbook
- California Stormwater Quality Association Stormwater Best Management Practice Handbook - New Development and Redevelopment
- Caltrans SWPPP/WPCP Preparation Manual
- Caltrans SWPPP/WPCP Review Guidance Manual
- Caltrans Construction Site Best Management Practices (BMP) Manual
- Caltrans Construction Site Best Management Practice (BMP) Field Manual and Troubleshooting Guide
- Caltrans Construction Site Monitoring Program Guidance Manual
- Caltrans Construction Site Stormwater Quality Sampling Guidance Manual

2.6 Competitive Selection

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

Evaluation factors outlined in Paragraph 2.7 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 2.12 for a description of the proposal format.

2.7 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:

<u>EVALUATION FACTOR</u>	<u>PERCENT</u>
UNDERSTANDING OR WORK	30%
EXPERIENCE	30%
QUALITY AND AVAILABILITY OF STAFF TO BE ASSIGNED	30%
COST	10%

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

2.8 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 Luis A. Magallón, P.E., City of Santa Maria, 110 S. Pine Street, Suite 101, Santa Maria, CA 93458, via email at lmagallon@cityofsantamaria.org.

2.9 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.

2.10 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 August 1, 2022, on file at the Department of Public Works – Engineering Division, 110 S. Pine Street, Ste. 221, Santa Maria, CA are hereby incorporated by reference.

2.11 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.

2.12 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.

- A. Letter of transmittal
- B. Table of contents
- C. Project understanding
- D. Scope of work
- E. Relevant experience
- F. Proposed Financial Details of program

SECTION 3 - AGREEMENTS

AGREEMENT FOR PROFESSIONAL SERVICES

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 has determined the Project involves performance of construction services of a temporary nature; 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 inspection 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 two years, 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 Construction Stormwater Inspection 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 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

4.1 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:

Attn.

Luis A. Magallón, Civil Engineer II
110 S. Pine St, Suite 221
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 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

Brett Fulgoni
Interim 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 **XXXX DOLLARS (\$XX,XXX)** in fees for all work.

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

Total Not-To-Exceed Cost:	\$X,XXX.XX
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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 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.
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.
6. Cyber Liability- \$2,000,000 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

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.