



990 Palm Street ■ San Luis Obispo, CA 93401

Notice Requesting Proposals for Updates to the City's Subdivision Regulations

The City of San Luis Obispo is requesting sealed proposals for consultant assistance to prepare updates to the City's Subdivision Regulations pursuant to Specification No. 91345. **All proposals must be received by the Finance Division by 1:00 p.m. on Wednesday February 25, 2015** when they will be opened publicly in the City Hall Council Chambers, 990 Palm Street, San Luis Obispo, CA 93401.

Proposals received after said time will not be considered. To guard against premature opening, each proposal shall be submitted to the Finance Division in a sealed envelope plainly marked with the proposal title, specification number, proposer name, and time and date of the proposal opening. Proposals shall be submitted using the forms provided in the specification package.

Specification packages and additional information may be obtained by contacting Brian Leveille at (805) 781-7166 or via email at bleveille@slocity.org or Phil Dunsmore at (805) 781-7522 or via email at pdunsmore@slocity.org



Specification No. 91345

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Section A

INTRODUCTION

1. PROJECT SUMMARY

The City of San Luis Obispo is seeking proposals from qualified consulting firms to guide an update to the City's Subdivision Regulations. The purpose of the update is to align the City's Regulations and processing procedures with the State Subdivision Map Act and to amend the regulations to implement City General Plan policies. The Subdivision Regulations will need to be consistent with the Subdivision Map Act, recent case law, and pertinent legal findings. The consultant will review the City's existing regulations and recommend amendments needed to implement the latest trends in ownership boundaries including commercial and residential airspace subdivisions, three-dimensional subdivisions and lot line adjustments, mixed use commercial/residential developments, and other forms of common interest subdivisions, with a special focus on creative small lot subdivisions. The consultant will indicate where the Map Act provides for City discretion and will recommend and review proposed language for those instances, including requirements for parcel map exemptions and waivers. The revised regulations will incorporate some of the public improvement design elements of the latest storm water requirements as dictated by the Regional Water Quality Control Board and the City's Public Works Department.

The consultant services are intended to supplement staff production of a revised Subdivision Ordinance. The consultant will be responsible for reviewing existing City regulations for Subdivision Map Act consistency and providing recommended language and ordinance organization to better address both state requirements and local conditions without including excessive overlap between State and Local regulations. The consultant will also be asked to provide creative solutions for public improvements and overall document/graphics layout. The consultant will be responsible for creating a complete document utilizing the existing document as a base, with City staff acting as project manager through the public outreach and development of final language for the new document.

2. PROJECT SCOPE

NEED: Focused Amendment of Existing Subdivision Regulations. Budget = \$50,000

ACTIVITIES:

The activities/tasks include the following:

1. Review existing City Subdivision regulations and indicate where the current regulations need editing and correction for Map Act Consistency (with an emphasis on referencing Map Act instead of interpreting Map Act), General Plan Conformance, processing procedure consistency, and community input. Indicate where the Map Act allows for City discretion, discuss with project manager, and provide suggested language revisions.

2. Recommend language to address contemporary community/subdivision design including but not limited to small lot subdivisions, airspace subdivisions, three-dimensional subdivisions, and other forms of infill development ownership.
3. Recommend street design, lot design, public improvements and other graphics consistent with the City's Circulation Element and Stormwater Requirements.
4. **Optional:** Potentially assist with public workshops and meetings to engage citizens, neighborhood groups and local professionals from the development community.

The selected consultant will be responsible for drafting portions of the revised regulations and should include assumptions made for each activity that may impact cost.

Consultant should provide a separate bid for optional activity #4 based on an assumption of 2 workshops and 2 hearings to assist staff with presentations. City staff will be lead on Task #4. The goal of this task is to educate the decision-makers and the community regarding proposed changes to the regulations; how they implement City Land Use and Zoning policies; and where local interpretations or implementation has been identified.

DELIVERABLES:

The final product is a legislative draft document of the revised subdivision regulations with associated graphics.

3. ADMINISTRATION

PERSONNEL:

Phil Dunsmore, Senior Planner with the Community Development Department, is the project lead and will be assisted by Public Works staff. The Subdivision Regulations comprise Chapter 16 of the City's Municipal Code. Amendments to the Municipal Code require review by the Planning Commission and final action by the City Council. The Planning Commission consists of 7 members appointed by the City Council. The City Council consists of 5 elected officials.

City staff involved in the update include the City Attorney (for review of legal matters and Subdivision Map Act interpretation), Utilities Department, Parks and Recreation Department (for review of parkland impact fees and associated policies), Fire and Police Department (for review of emergency access and lot design characteristics) and Public Works staff for review of public improvement standards. Community Development Department staff will serve as the project lead.

SCHEDULE:

Table 1

ACTIVITY	CONSULTANT	CITY	SCHEDULE
Planning staff prepares Request for Proposals (RFP)		X	January 2015
RFP sent to qualified consultants/Legal Ad		X	January 26, 2015
Responses due	X		February 25, 2015
City response to consultants regarding whether submittal will be considered through subsequent interview		X	February 27, 2015
Interview consultants (If needed)		X	March 5, 2015
Select consultant and enter into contract		X	March 10, 2015
Initial kick-off meeting with staff team	X	X	March 2015
Initial Public Workshop/outreach/website updates performed by City staff	<i>Optional</i>	X	April-May 2015
Prepare Rough Draft Regulations	X		June-July 2015
Provide internal review to verify subject matter is covered & revise draft as needed.	X	X	June 2015
Environmental Review Document (CEQA) prepared by staff		X	July - August 2015
Second public outreach effort. Public workshop, website update	<i>Optional</i>	X	August 2015
Review by Parks and Rec Commission		X	August 2015
Prepare final draft		X	September 2015
Public Hearing 1 (Planning Commission)		X	October 2015
Public Hearing 2 (Council)	X	X	November 2015
Create Final products and deliver to City	X		December 2015
Publish final Document		X	December 2015

SUBDIVISION REGULATIONS BACKGROUND

To view the existing Subdivision Regulations, please see the city website for more information: <http://www.slocity.org/communitydevelopment/download/unifiedgeneralplan/JDavid/subdivisionregs-august07.pdf>

SCOPE OF WORK

The current draft of the Subdivision Regulations was prepared by City Staff in 2005 with minor updates in 2007. The proposed update will primarily focus on consistency with the 2014 Subdivision Map Act while amending the Regulations for ease of public use and to incorporate the latest Climate Action Plan, General Plan policies, processing procedures, and Stormwater Requirements. The website for the General Plan update is <http://www.slo2035.com/>. Existing and proposed General Plan policies will be essential in guiding the Subdivision Regulations update. The recent General Plan update was made possible by a Sustainable Communities grant provided by the State of California Strategic Growth Council. Policies were amended to focus on sustainable growth, infill opportunities and circulation element improvements that cater to pedestrian and bicycle circulation.

Since subdivision design, lot size standards and public improvements all play a role in shaping the community while providing sustainability, housing and commercial opportunities, a focus on subdivision design standards, small lot subdivisions, and physical improvement standards shall be included as part of the update. The current subdivision regulations already include extensive details on common interest subdivisions and subdivision design standards; however these chapters will need to be updated.

Amendments to the City's Municipal Code will be considered a project under CEQA, therefore an environmental initial study will need to be prepared, resulting in either a Negative Declaration or Mitigated Negative Declaration. This work effort will be the responsibility City staff with assistance and advice from the consultant.

COMMUNITY PARTICIPATION

San Luis Obispo has very informed and engaged residents and other community stakeholders. As such, the public participation aspect of this process is especially critical. The City will be engaging in a community participation process that is inclusive and validating for the participants. The process will likely include public outreach workshops/meetings that will include neighborhood groups and local development interests such as homebuilders and civil engineering firms. The City encourages the consultant to provide suggestions for additional outreach opportunities. (Please note that these meetings are distinct from the required meetings for the approval process at Planning Commission and City Council.) City staff will be responsible for meeting coordination, set-up, and noticing (*Consultant participation in the outreach is an optional task that should be separately estimated*). At a minimum, the following outreach tools should be included:

- E-updates – The City will develop and maintain an email list to send regular updates and links to maintain interest and generate participation.
- Community workshop –City staff (*and, as an option the consultant*) will hold two workshops at key points in the process to inform/educate and solicit feedback prior to first draft and following initial draft document.

Subdivision Regulations Update Detailed Work Program

Consultant to add detailed costs associated with each Task in section F above.

High Level Activities/Milestones	Responsible Parties	Schedule of Deliverables
<p>TASK 1. PROGRAM INITIATION <u>Sub-Task A. Initiate Program</u> Kick Off Meeting, highlight areas for document update, set goals, establish project schedule in Microsoft Project</p> <p><u>Sub-Task B. Work Plan Detail</u> Review Existing Document, Refine work plan</p>	<p>City Staff and Consultants</p> <p>City Staff and Consultants</p>	<p>February through March 2015 Phase Deliverables:</p> <ul style="list-style-type: none"> • Detailed project schedule • Community Workshop summary
<p>TASK 2. OUTREACH <u>Sub-Task A. Community Workshop</u> Provide community and citizen groups, and developers with overview of subdivision Regulations in an effort to understand what is working/not working and discuss proposed update.</p> <p><u>Sub-Task B</u> Other Forms of Outreach- Gather Feedback to create list of refinements to Regulations</p>	<p>Consultants and City Staff</p> <p>Consultants and City Staff</p>	<p>March- April 2015 Phase Products:</p> <ul style="list-style-type: none"> • Workshop/Community Meeting • Community workshop summary • List of Subdivision Regulations Updates
<p>TASK 3. PREPARE DRAFT REGULATIONS <u>Sub-Task A</u> Prepare Evaluation of Lot Size Minimums and Creative Common Interest Subdivision standards</p> <p><u>Sub-Task B</u> Prepare Rough Legislative Draft of Subdivision Regulations</p>	<p>Consultants and City Staff</p> <p>Consultants and City Staff</p>	<p>April through June 2015 Phase Products:</p> <ul style="list-style-type: none"> • Legislative Draft of Regulations • Evaluation of Lot Size Minimums

High Level Activities/Milestones	Responsible Parties	Schedule of Deliverables
	Consultants	
<p>Task 4. Second Public Outreach Effort <u>Sub-Task A</u> Public Workshop, other efforts as needed <u>Sub-Task B</u> Gather Public Feedback to incorporate into Regulations</p>	<p>Consultants and City Staff Consultants</p>	<p>June-July 2015 Phase Products: <ul style="list-style-type: none"> • Overview of edits • Public Presentation </p>
<p>Task 5. Prepare Final Draft of Regulations Update <u>Sub-Task A</u> Prepare final legislative draft for staff review (Administrative Draft) <u>Sub-Task B</u> Prepare Public hearing draft of Subdivision Regulations for Planning Commission Review</p>	<p>Consultants and City Staff City Staff with Consultant input</p>	<p>August –September 2015 <ul style="list-style-type: none"> • Administrative Draft • Final Draft for Planning Commission Review </p>
<p>Task 6. CEQA <u>Sub-Task A</u> Prepare Initial Study</p>	<p>City Staff</p>	<p>August-September 2015 <ul style="list-style-type: none"> • Initial Study Document/Negative Declaration </p>
<p>Task 7. Final Documents and Adoption <u>Sub-Task A</u> Planning Commission Hearing <u>Sub-Task B</u> City Council Hearing</p>	<p>Consultants and City Staff City Staff</p>	<p>October through December 2015 Phase Products: <ul style="list-style-type: none"> • Final document in print and electronic versions </p>

AVAILABLE RESOURCES

City documents include:

Document	Location
General Plan	http://www.slocity.org/communitydevelopment/Long%20Range/generalplan.asp (Land Use, Circulation, Noise, Safety, Water and Wastewater, Conservation and Open Space, Housing, and Parks and Recreation Elements) New General Plan update: http://www.slo2035.com/
Climate Action plan	http://www.slocity.org/communitydevelopment/Long%20Range/SLO%20CAP.pdf
Stormwater Management Plan	http://www.slocity.org/publicworks/stormwater/1intro.asp#RESOURCE_LIBRARY
Zoning Regulations	http://www.slocity.org/communitydevelopment/download/Zoning%20Code%202010-Complete%20Document.pdf
Subdivision Regulations	http://www.slocity.org/communitydevelopment/download/unifiedgeneralplan/JDavid/subdivisionregs-august07.pdf
Community Design Guidelines	http://www.slocity.org/communitydevelopment/download/Community%20Design%20Guidelines/Community%20Design%20Guidelines%20(4-18-11).pdf
City of San Luis Obispo Municipal code	http://www.codepublishing.com/ca/sanluisobispo/
Land Use Element Map	http://www.slocity.org/communitydevelopment/Long%20Range/LandUseElementMap20100903.pdf

Section B

GENERAL TERMS AND CONDITIONS *(the legal stuff)*

PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (proposer) shall meet all of the terms, and conditions of the Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, the proposer acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents shall be enclosed in an envelope that shall be sealed and addressed to the Department of Finance, City of San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401. In order to guard against premature opening, the proposal should be clearly labeled with the proposal title, specification number, name of proposer, and date and time of proposal opening. No FAX submittals will be accepted.
3. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:
 - a. The insurance carrier and its A.M. Best rating.
 - b. Scope of coverage and limits.
 - c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the proposer's insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Section E.

4. **Proposal Quotes and Unit Price Extensions.** The extensions of unit prices for the quantities indicated and the lump sum prices quoted by the proposer must be entered in figures in the spaces provided on the Proposal Submittal Form(s). Any lump sum bid shall be stated in figures. The Proposal Submittal Form(s) must be totally completed. If the unit price and the total amount stated by any proposer for any item are not in agreement, the unit price alone will be considered as representing the proposer's intention and the proposal total will be corrected to conform to the specified unit price.
5. **Proposal Withdrawal and Opening.** A proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Director of Finance for its withdrawal, in which event the proposal will be returned to the proposer unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Inviting Bids/Requesting Proposals" will be considered. All proposals will be opened and declared publicly. Proposers or their representatives are invited to be present at the opening of the proposals.
6. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a proposer submitting a proposal, or who has

quoted prices on materials to such proposer, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other proposers submitting proposals.

7. **Cooperative Purchasing.** During the term of the contract, the successful proposer will extend all terms and conditions to any other local governmental agencies upon their request. These agencies will issue their own purchase orders, will directly receive goods or services at their place of business and will be directly billed by the successful proposer.
8. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

CONTRACT AWARD AND EXECUTION

9. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.
10. **Competency and Responsibility of Proposer.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of proposers. Proposers will provide, in a timely manner, all information that the City deems necessary to make such a decision.
11. **Contract Requirement.** The proposer to whom award is made (Contractor) shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications.
12. **Insurance Requirements.** The Contractor shall provide proof of insurance in the form, coverages and amounts specified in Section E of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.
13. **Business License & Tax.** The Contractor must have a valid City of San Luis Obispo business license and tax certificate before execution of the contract. Additional information regarding the City's business license and tax program may be obtained by calling (805) 781-7134.

CONTRACT PERFORMANCE

14. **Ability to Perform.** The Contractor warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.
15. **Laws to be Observed.** The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of

- San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.
16. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.
 17. **Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.
 18. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
 19. **Public and Employee Safety.** Whenever the Contractor's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
 20. **Preservation of City Property.** The Contractor shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from the Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.
 21. **Immigration Act of 1986.** The Contractor warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
 22. **Contractor Non-Discrimination.** In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
 23. **Work Delays.** Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.
 24. **Payment Terms.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment or services provided by the Contractor (Net 30). In accordance with the Grant Guidelines, fifteen percent (15%) of the amounts submitted for reimbursement will be withheld and issued as a final payment upon agreement completion, at the sole discretion of the state. All

expenditures must be itemized on the invoice form. For each expenditure of \$500 or more, copies of supporting documentation (time sheets, payroll stubs, receipts, etc.) must be submitted with the invoice.

25. **Inspection.** The Contractor shall furnish City with every reasonable opportunity for City to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations to fulfill its contract requirements.
26. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its invoices to City as a condition precedent to any payment to Contractor.
27. **Interests of Contractor.** The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor shall at all times be deemed an independent contractor and not an agent or employee of the City.
28. **Hold Harmless and Indemnification.** *The Contractor agrees to defend, indemnify, protect and hold the City and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Contractor's employees, agents or officers that arise from or are connected with or are caused or claimed to be caused by the acts or omissions of the Contractor, and its agents, officers or employees, in performing the work or services herein, and all expenses of investigating and defending against same; provided, however, that the Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.*
29. **Contract Assignment.** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
30. **Termination.** If, during the term of the contract, the City determines that the Contractor is not faithfully abiding by any term or condition contained herein, the City may notify the Contractor in writing of such defect or failure to perform. This notice must give the Contractor a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Contractor has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Contractor to said effect.

Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

In said event, the Contractor shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Contractor as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Contractor shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall work scope.

The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Contractor be entitled to receive in excess of the compensation quoted in its proposal.

The City also may terminate this contract at any time by giving the Contractor written notice of such termination. Immediately upon receipt of notice of termination, Contractor shall discontinue work on the project and incur no further obligations or expenses. Contractor shall be paid the percentage of the total cost that corresponds to the percentage of the document(s) that are satisfactorily completed prior to the Contractor's receipt of said termination.

Section C

FORM OF AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on [day, date, year] by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and [CONTRACTOR'S NAME IN CAPITAL LETTERS], hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on [date], City requested proposals for an update to the Subdivision Regulations and preparation of Environmental Initial Study, per Specification No. _____ (project); and

WHEREAS, pursuant to said request, Contractor submitted a proposal that was accepted by City for said project;

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until acceptance or completion of said project.

2. **INCORPORATION BY REFERENCE.** City Specification No. _____ and Contractor's proposal dated [date], are hereby incorporated in and made a part of this Agreement.

3. **CITY'S OBLIGATIONS.** For providing the services as specified in this Agreement, City will pay and Contractor shall receive therefore compensation in a total sum not to exceed [\$ _____ .00].

4. **CONTRACTOR'S OBLIGATIONS.** For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to do everything required by this Agreement and the said specification as described in Exhibit [] attached hereto and incorporated into this Agreement and to comply with the terms set forth in Exhibits B, C and E attached hereto and incorporated into this Agreement.

5. **AMENDMENTS.** Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Manager of the City.

6. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto.

7. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

City	City Clerk City of San Luis Obispo 990 Palm Street San Luis Obispo, CA 93401
Contractor	Name Address

8. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Contractor do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

CITY OF SAN LUIS OBISPO

City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

CONTRACTOR

City Attorney

By: _____

Section D

INSURANCE REQUIREMENTS:

Environmental Contractors and Consultants

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. General Liability, Errors and Omissions and Pollution and/or Asbestos Pollution Liability coverages should be maintained for a minimum of five (5) years after contract completion.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or Claims Made Form CG 0002).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto), or code 8, 9 if no owned autos.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions.

Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 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 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. Employer's Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
4. Pollution and/or Asbestos Pollution Liability and/or Errors and Omissions: \$1,000,000 each occurrence/\$2,000,000 policy aggregate.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Entity.

Other Insurance Provisions. The following insurance provisions shall also apply:

1. The general liability, automobile liability, pollution and/or asbestos pollution and/or errors & omissions policies are to contain, or be endorsed to contain, the following provisions:
 - a. The City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; pollution and/or asbestos pollution and/or errors or omissions, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Entity, its officers, officials, employees, agents or volunteers.

Note: Automobile, Pollution, Asbestos Pollution and/or Errors and Omissions insurance carriers may not name the City as Additional Insured. If the City cannot be named as

- Additional Insured, a letter from the insurance company confirming their position required.
- b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the City.
2. The automobile liability policy shall be endorsed to delete the pollution and/or the asbestos exclusion and add the Motor Carrier Act endorsement (MCS-90).
 3. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a Claims Made Form:
 - a. The "Retro 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 or work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of the contract or work.
 - d. A copy of the claims reporting requirements must be submitted to the City for review.
 4. The workers compensation policy shall be endorsed with a waiver of subrogation in favor of the City.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Since Pollution and/or Asbestos Pollution coverages may not be available from an "Admitted" insurer, the coverage may be written by a Non-Admitted insurance company. A Non-admitted company should have an A.M. Best's rating of A:X or higher. Pollution and/or Asbestos coverages may also be written by a Captive Insurance Company or Risk Retention Group or Captive Insurance Company, the City will check with its Insurance Advisor for further information before approval.

Verification of Coverage. Contractor shall furnish the City with certified copies of endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City, unless the insurance company will not use the City's form. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Section E

**Proposal Submittal Forms:
Contractors and Consultants**

The undersigned declares that she or he has carefully examined Specification No. _____, including the description of the work program which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

Description	2014-15
Task 1	
Task 2	
Task 3	
Task 4	
Task 5	
Task 6	
Task 7	
Other Costs (please specify)	
TOTAL	\$

Certificate of insurance attached; insurance company's A.M. Best rating: _____.

Firm Name and Address

<i>Contact</i>	<i>Phone</i>

Signature of Authorized Representative

	<i>Date</i>
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REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name: _____.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 3

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

