

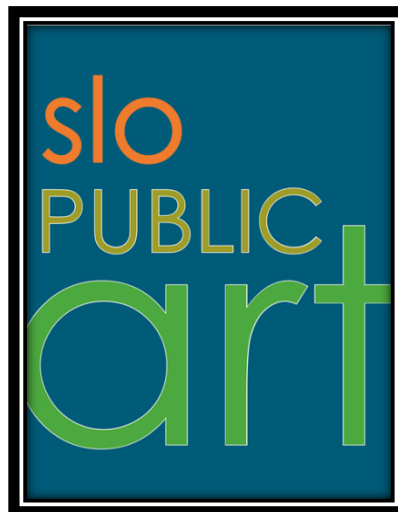


city of san luis obispo
public art program

REQUEST FOR PROPOSAL (RFP)

Specification Number 91286 For Professional Services

Title: Public Art Master Plan



Pre-proposal Meeting
RFP Submittal deadline:

N/A
4:00pm
January 16, 2015
Melissa C. Mudgett
mmudgett@slocity.org
[\(805\) 781-7296](tel:(805)781-7296)

Contract Administrator:
(Email Address)

City of San Luis Obispo
Parks and Recreation Department
1341 Nipomo Street
San Luis Obispo, CA 93401
(805) 781-7300

Table of Contents

1. INTRODUCTION	3
2. BACKGROUND	3
3. VISION FOR MASTER PLAN	4
4. SCOPE OF WORK	5
5. ATTACHMENTS	5
6. INSTRUCTIONS TO PROPOSERS	6
7. PROPOSED TENTATIVE TIMELINE	8
8. INFORMATION TO BE SUBMITTED (to be submitted in this order only)	8
Chapter 1 – Proposal Summary	8
Chapter 2 – Profile on the Proposing Firm(s)	9
Chapter 3 – Qualifications of the Firm	9
Chapter 4 – Work Plan or Proposal	9
Chapter 5 – Proposed Innovations	9
Chapter 6 – Project Staffing	10
Chapter 7 – Proposal Exceptions	10
Chapter 8 – Proposal Costs Sheet and Rates (Optional to provide in separate sealed envelope)	10
9. CONTRACT TYPE AND METHOD OF PAYMENT	10
Insurance Requirements	11
10. REVIEW AND SELECTION PROCESS	11
11. BUDGET	12
12. PUBLIC NATURE OF MATERIALS	12
13. COLLUSION	13
14. DISQUALIFICATION	13
15. NON-CONFORMING PROPOSAL	13
16. GRATUITIES	13
17. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT A PROPOSAL	14
ATTACHMENT A – Proposer Information	15
ATTACHMENT B – Scope of Services	17
ATTACHMENT C – Draft Consultant Agreement	18
ATTACHMENT D – Insurance Requirements	31
ATTACHMENT E - References	35

1. INTRODUCTION

The City of San Luis Obispo is seeking proposals from qualified firms, consultants or consultant teams with specific experience in public art master planning for the purpose of developing the first Public Art Master Plan for the City. The selected consultant will work in conjunction with the City and the San Luis Obispo Arts Coalition “Arts in Public Places” Committee to gather and utilize broad public involvement in the creation of the Public Art Master Plan. Proposals should include information demonstrating experience in the public arts planning, community outreach and information requested in this RFP.

The Public Art Master Plan should identify a unified community vision, establish a plan for potential selections and placement of public art throughout the community, and strive to educate the public about the valuable role public art plays in the community. Although the City of San Luis Obispo already has an existing Visual Arts in Public Places Program, the Master Plan will allow consultant(s) to research and review the City’s current public art policy and procedures, past and present projects, methods of funding and implementation, and suggest reform and revision where necessary. The Public Art Master Plan should identify and embody a plan that enhances the character and identity of San Luis Obispo, establishing city-wide goals and priorities for the Public Art Program, and provide guidance on how to direct resources. The Master Plan will provide direction to the Public Art Program Staff, Advisory Bodies and the City Council on the planning and processes necessary to further develop, administer and maintain a dynamic public art program in the City of San Luis Obispo. The selected Consultant will work collaboratively with the City Staff to ensure broad public outreach and involvement in the development of the Master Plan.

2. BACKGROUND

Located in the heart of the Central Coast of California, the City of San Luis Obispo is home to over 45,500 residents. The City is 10.5 square miles in area and within ten minutes of both the beautiful beaches of the coast and a burgeoning wine country. There are two college campuses in the County with a totaling student body population of over 30,700. The population’s youth and vibrancy can be reflected through the numerous events hosted in the downtown area; the City offers community to its residents through many forums.

San Luis Obispo features a dynamic community with a diverse range of innovative, emerging, and established businesses, an historic downtown area, and vibrant commercial and residential areas. San Luis Obispo is home to Cal Polytechnic University, Cuesta Community College, MindBody, Tennis Warehouse, Sierra Vista and French Hospitals. San Luis Obispo’s residents are highly educated, with over half the population holding advanced degrees.

In 1990, the City Council established and funded a Public Art Program. In 2012, the City Council dedicated funds towards a Public Art Master Plan bettering San Luis Obispo's Public Art Program in an effort to support, encourage growth and refine the function of the public art programs. To date, the City of San Luis Obispo has 68 works of public art (both permanent and temporary installations) in its collection throughout the City. Four more public art projects are slated for completion in 2015 (World Trade Center Memorial project, the Skate Park "Concrete Jungle" Public Art, a kinetic sculpture located at Marsh & Higuera Streets and a mural located on the side of a local business building). The City's Parks and Recreation Department currently coordinates the Public Art Program by overseeing the Public Art Manager position and the managing the City's Public Art Inventory. The Public Art Manager serves as a liaison to the local arts community through an arts coalition, Arts Obispo.

The City of San Luis Obispo San Luis Obispo Public Art Program is committed to contributing to the intellectual, emotional and creative life of the community, and creating engaging art experiences and dynamic public spaces for San Luis Obispo residents and visitors. The Program provides opportunities for art in public places in city-owned facilities and private development, as well as for temporarily placed works of art. The Program operates in accordance with adopted Public Art Policy which specifies that the City will budget one percent (1%) of its construction costs to include public art for City capital improvement projects. In addition, the public art policy establishes a requirement for public art in-lieu fee on private development construction projects. The policy provides the option of commissioning artwork on the development site equal to the cost of one percent (1%) of the estimated construction valuation, or paying the one percent (1%) to the Public Art Fund in-lieu of commissioning art on site.

3. VISION FOR MASTER PLAN

This is the first public art master plan for the City of San Luis Obispo. The purpose of the Public Art Master Plan is to set a vision and develop a five to twenty-five year plan that will provide a clear vision for the future of public art in San Luis Obispo. The plan should outline goals for public art in San Luis Obispo, identify relevant themes and priorities for our art program, identify strategic partnerships and possible sources of alternative funding, and provide direction for ongoing program development and management. The Plan shall articulate goals, prioritized strategies, and outline a recommended budget and timeline for a five to twenty-five year duration for public art in San Luis Obispo. Additionally, the plan should address opportunities for ongoing public engagement, make staffing recommendations, evaluate policies and procedures, and recommend processes necessary to achieve the vision for public art in our community. The Master Plan should support increased opportunities for public art, evaluation and care of the existing collection, and celebrate public art as an essential element for a thriving community.

Since the establishment of a public art program in 1990, the City of San Luis Obispo has adopted a Public Art Policies and Procedures Manual, but lacks a comprehensive Public Art Master Plan. Undertaking the development of a master plan will provide an evaluation of and opportunity to

refine our existing programs. Over the past two decades, the City has partnered with the San Luis Obispo Arts Coalition (Arts Obispo) “Arts in Public Places” Committee in working towards a common goal of creating a planning document for public art in the City of San Luis Obispo.

Public Art staff will work closely with the Consultant in the preparation of the Public Art Master Plan to ensure that the Consultant is provided with the resources and contacts necessary to undertake the planning process. It is expected that the Consultant will take the lead on all community meetings, presentations, and outreach efforts. Staff will play a supporting role and facilitate those efforts and meetings. Staff will act as the liaison between the Consultant, Advisory Bodies and City Council.

4. SCOPE OF WORK

The Final Public Art Master Plan shall include, but not be limited to, the following key elements:

1. Refinement of the mission, vision, goals, and guiding principles for the Public Art Program and Commission;
2. Clear goals and implementation strategies that include short- and long-term priorities and
3. estimated costs;
4. Recommended changes to existing public art guidelines, policies and processes;
5. Summary of research, findings and community outreach results;
6. Mapping of the current permanently sited collection and evaluation of the placement of art in public places;
7. Strategies for ongoing community engagement and outreach to a diverse group of stakeholders;
8. Identification of sites for future temporary and permanent public art projects, including “iconic” and “gateway” art placement and spaces for participatory art;
9. Opportunities for additional funding models for public art, and analysis of the existing funding sources;
10. Analysis of the existing collection and recommendations for the evaluation of the existing collection and a collection strategy, as well as recommendations for a collection maintenance and conservation plan.

Resources regarding the current program can be found at www.slocity.org or on Facebook –SLO Public Art

Note that the Consultant(s) must be willing to work in conjunction with the Public Art Staff to help reach the goals outlined which may be subject to change.

5. ATTACHMENTS

The attachments below are included with this Request for Proposals (RFP) for your review and submittal (see asterisk):

- Attachment A – Proposer’s Information Form*
- Attachment B – Scope of Work/Services
- Attachment C – Sample Agreement for Professional Services
- Attachment D – Insurance Requirements
- Attachment E - References

The items identified with an asterisk (*) shall be filled out, signed by the appropriate representative of the company and returned with submittal.

6. INSTRUCTIONS TO PROPOSERS

- a) Pre-proposal Conference: N/A
- b) Examination of Proposal Documents
 1. The submission of a proposal shall be deemed a representation and certification by the Proposer that they:
 2. Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of this proposal.
 3. Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
 4. Represent that all information contained in the proposal is true and correct.
 5. Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
 6. Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

- c) Addenda/Clarifications

With questions regarding the Request for Proposals (RFP), please submit your questions in writing to Melissa Mudgett, Public Art Program Manager, by email mmudgett@slocity.org. Written responses will be sent to all parties who have expressed an interest in applying for the opportunity. ***Questions will not be accepted by phone.***

Inquiries received after the date and time stated will not be accepted and will be returned to senders without response. All addenda shall become a part of this RFP and shall be acknowledged on the Proposer’s Form.

The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

d) Submission of Proposals

Submit six (6) paper copies (including one (1) signed original, five (5) copies) and one (1) electronic copy on a USB drive (PDF only) in a sealed envelope. Proposer's name and address should be clearly marked on the outside of the envelope / package. Emailed or faxed proposals will not be accepted.

Submit proposals to: Melissa Mudgett, Parks and Recreation Department, 1341 Nipomo Street, San Luis Obispo, CA 93401

Proposals must be delivered no later than **4:00 PM, FRIDAY, JANUARY 16, 2015**. The Consultant submitting the Proposal is responsible for the means of delivering the Proposals to the location listed above and in accordance to the estimated deadline. All proposals submitted after the deadline shall not be accepted.

e) Withdrawal of Proposals

A Proposer may withdraw its **proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed** by, or on behalf of, the Proposer.

f) Rights of the City of San Luis Obispo

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Remedy technical errors in the Request for Proposals process;
- Approve or disapprove the use of particular subconsultants;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

7. PROPOSED TENTATIVE TIMELINE

The tentative RFP timeline is as follows:

RFP Issued	December 9, 2014
Pre-Proposal Meeting	N/A
Deadline for questions, clarifications	January 13, 2015
Proposals Due	January 16, 2015 no later than 4:00 p.m.
Candidates notified	January 23, 2015
Candidate Interviews	February 2-6, 2015
Finalist Announced	February 13, 2015
Contract awarded	March 2015
Work/Research Period	March 2015 – June 2015
Final Submission and Review of Public Art Master Plan	July 2015

8. INFORMATION TO BE SUBMITTED (to be submitted in this order only)

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

All proposals shall address the following items in the order listed below and shall be numbered 1 through 8 in the proposal document as well as address the Scope of Work outlined in Attachment B.

Chapter 1 – Proposal Summary

This Chapter shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of three (3) pages including the separate sheet.

Chapter 2 – Profile on the Proposing Firm(s)

This Chapter shall include a brief description of the Prime Proposer’s firm size as well as the proposed local organization structure. Include a discussion of the Prime Proposer firm’s financial stability, capacity and resources. Include all other firms participating in the Proposal, including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

Chapter 3 – Qualifications of the Firm

This Chapter shall include a brief description of the Proposer’s and sub-Proposer’s qualifications and previous experience on similar or related projects. Provide in a table format (see Sample Table, Attachment D) descriptions of pertinent project experience with other public municipalities and private sector that includes a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of client’s to be contacted for references. Give a brief statement of the firm’s adherence to the schedule and budget for the project.

This chapter shall include information regarding any relationships with firms and/or individuals who may submit proposals in response to the RFPs being developed.

Chapter 4 – Work Plan or Proposal

This Chapter shall present a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Proposer understands the City’s objectives and work requirements and Proposer’s ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm’s ability to meet the City’s schedule, outlining the approach that would be undertaken in providing the requested services.

Chapter 5 – Proposed Innovations

The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the City with better service delivery. In this Chapter discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the City.

Chapter 6 – Project Staffing

This Chapter shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title and specific responsibilities on the project. An organizational chart for the project team and resumes for key Proposer personnel shall be included. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal.

Chapter 7 – Proposal Exceptions

This Chapter shall discuss any exceptions or requested changes that Proposer has to the City’s RFP conditions, requirements and sample contract. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in the Attachment C – “Sample Agreement for Services.” Items not excepted will not be open to later negotiation.

Chapter 8 – Proposal Costs Sheet and Rates (Optional to provide in separate sealed envelope)

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists the City in determining the firm’s understanding of the project, and provides staff with tools to negotiate the cost, provide in a table (See Table, Attachment E).

This Chapter shall include the proposed costs to provide the services desired. Include any other cost and price information, plus a not-to-exceed amount, that would be contained in a potential agreement with the City. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work.

9. CONTRACT TYPE AND METHOD OF PAYMENT

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a not-to-exceed budget per task form of contract. A Sample Agreement of Services is provided as Attachment C. The method of payment to the successful Proposer shall be on a per task basis with a maximum “not to exceed” fee as set by the Proposer in the proposal or as negotiated between the Proposer and the City as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but limited to, transportation, communications, subsistence and materials and any subcontracted items of work. Progress payments will be based on a percentage of project completed.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements in Attachment F. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Chapter 7 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for, as well as specific recommendations, for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the proposed Agreement may be determined by the City, at its sole discretion, to be unacceptable and no longer considered for award.

Insurance Requirements

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 Consultant’s insurance coverage during proposal evaluation. Endorsements are not required until contract award.

The selected Proposer(s), at Proposer’s sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain. The City’s insurance requirements outlined in Exhibit F to the Agreement.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the Risk Manager of the City of San Luis Obispo as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. The selected Proposer agrees to provide the City with a copy of said policies, certificates and/or endorsement upon award of contract.

10. REVIEW AND SELECTION PROCESS

City staff will evaluate the proposals provided based on the following criteria:

- a) The qualifications and experience of the applicant;
- b) Strength of examples of previous master plans, including plans for similar scale communities to San Luis Obispo;
- c) The process proposed for community outreach and input, including demonstrated examples of creative and effective methods to get the community engaged in the master planning process;
- d) Cost to the city;
- e) Demonstrated ability for the candidate to tailor the master plan/outreach process to a specific community.

The proposals will be evaluated by a panel of City staff, representatives of the public art Committee, and arts professionals to determine the top candidates. Those candidates will be asked to participate in an interview with the panel to select a final consultant.

Finalist candidates will make an oral presentation to the review committee and answer questions about their proposal, or respond to a written request for additional information within an allotted time. The purpose of this second phase is two-fold: to clarify and resolve any outstanding questions or issues about the proposal; and, in the case of presentations, to evaluate the proposer's ability to clearly and concisely present information orally.

11. BUDGET

The budget to develop the Public Art Master Plan is \$40,000. The budget is intended to cover the expense of a Consultant or a Consultant Team to conduct research, gather community input, and develop a plan within the framework of best practices for City Council approval. However, the Consultant may choose to submit a menu of "additional services" should they determine that the items identified in the Scope of Work above do not cover all of the appropriate items necessary for the Public Art Master Plan within the allotted budget. These "additional services" should be listed separately from the total bid amount.

12. PUBLIC NATURE OF MATERIALS

Responses to this RFP become the exclusive property of the City of San Luis Obispo. At such time as the Finance Department recommends to form to the City Manager or to the City Council, as applicable, all proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary". The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San Luis Obispo may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

13. COLLUSION

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

14. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- a) Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- b) Any attempt to improperly influence any member of the evaluation team;
- c) Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;
- d) Evidence of incorrect information submitted as part of the proposal;
- e) Evidence of Proposer's inability to successfully complete the responsibilities and obligation of the proposal; and
- f) Proposer's default under any previous agreement with the City, which results in termination of the Agreement.

15. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

16. GRATUITIES

No person shall offer, give or agree to give any City employee any gratuity, discount or offer of employment in connection with the award of contract by the city. No city employee shall solicit,

demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a city contract.

17. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT A PROPOSAL

In order to avoid any conflict of interest or perception of a conflict or interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

- a) The Proposer(s) who works on the procurement will be precluded from submitting proposals or bids as a prime contractor or subcontractor in the ultimate procurement.
- b) The Proposer(s) may not have interest in any potential Proposer for the ultimate procurement.

~ End of Section ~

ATTACHMENT A – Proposer Information

Proposer’s Information Form

ACKNOWLEDGEMENT

The undersigned declares that she or he:

- Has carefully examined Specification No. X
- Is thoroughly familiar with its content
- Is authorized to represent the proposing firm; and
- Agrees to perform the work as set forth in the specification and this proposal.

PROPOSER (please print):

Firm Name: _____

Address: _____

Telephone: _____ Email: _____

Contact person, title, email, and telephone: _____

Proposer, if selected, intends to carry on the business as (check one):

Individual Joint Venture

Partnership

Corporation

When incorporated? _____

In what state? _____

When authorized to do business in California? _____

Other (explain): _____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received: 1; 2; 3; 4; 5; 6;

Or, _____ No Addendum/Addenda Were Received (**check and initial**).

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

1. If Proposer is **INDIVIDUAL**, sign here

Date: _____
Proposer's Signature

Proposer's typed name and title

2. If Proposer is **PARTNERSHIP** or **JOINT VENTURE**; at least two (2) Partners shall sign here:

Partnership or Joint Venture Name (type or print)

Date: _____
Member of the Partnership or Joint Venture signature

Date: _____
Member of the Partnership or Joint Venture signature

3. If Proposer is a **CORPORATION**, the duly authorized officer shall sign as follows:

The undersigned certify that he/she is respectively:

_____ and _____
Signature Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____ Date: _____

Title: _____

ATTACHMENT B – Scope of Services

Scope of Services

The purpose of this Request for Proposals (RFP) is to enter into a legal agreement with a Consultant (an individual or a team) that will develop a Public Art master Plan to guide the City of San Luis Obispo in the creation, programming and administering of public art projects and related activities. The Consultant will take the lead on community meetings and presentations regarding the Public Art Master Plan, including presenting the Master Plan to Advisory Bodies and City Council. It is expected that the consultant will work closely with the City staff, the Advisory Bodies and City Council.

Phases of the Public Art Master Plan will include:

- Legislative Research: study existing ordinances, guidelines and policies;
- Mapping of existing permanently sited works and evaluation of placement;
- Initial Community Outreach and Research: coordinate and lead multiple community meetings, surveys, interviews and other methods of outreach to diverse groups of stakeholders and community members. Conduct analysis to assess current and projected public art needs, desires and opportunities in San Luis Obispo;
- Make Initial Recommendations based on research findings and best practices;
- Outreach to refine Recommendations: facilitate community meetings, design charrettes, or other methods of outreach to elicit response to initial recommendations including special focus groups, community leaders and stakeholders;
- Refine Recommendations: refine the initial recommendations for the proposed above Master Plan key elements;
- Public Approval Process: present the Master Plan before the community, the Public Art Commission and City Council

Deliverables: the Consultant shall provide the following deliverables:

- Bi-weekly updates via email to City staff;
- A written summary of outreach efforts, trends and research findings from the community
- Draft Initial Recommendations
- Draft Final Recommendations
- Final Public Art Master Plan

Proposal Content: Materials to Submit

- A letter of interest briefly summarizing your experience (or the experience of the team members who will be working on the master plan), interest, and approach to the San Luis Obispo Master Planning Process – no longer than three pages;
- An initial timeline and scope of work you intend to complete for the San Luis Obispo Master Planning process, including outreach methods, proposed number of community meetings and other detailed engagement opportunities. Please indicate significant milestones during the development of the Master Plan.
- An estimated budget. Attach any additional services above the \$40,000 project that you may propose that the City undertake;
- Two (2) samples of previous public art master plans – including information regarding the methods of
- Outreach materials and any summaries of outreach findings for other communities;
- Three (3) professional references;
- The applicant may choose to submit supplemental press articles or materials that may strengthen their application.

ATTACHMENT C – Draft Consultant 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 [CONSULTANT'S NAME IN CAPITAL LETTERS], hereinafter referred to as Consultant.

WITNESSETH

WHEREAS, on [date], requested proposals for the City's Public Art Master Plan, per Specification No. 91286.

WHEREAS, pursuant to said request, CONSULTANT submitted a proposal that was accepted by CITY for said services.

WHEREAS, the CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

WHEREAS, the CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit "A", attached to and made a part of this Agreement.

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 services.
- 2. Start and Completion of Work.** Work on this project shall begin within X calendar days after contract execution and shall be completed within X calendar days thereafter.
- 3. Contract Term for On-Call Service Contracts.** The services identified in this specification will be used by the City between [month/year] and [month/year].
- 4. Contract Extension and Cost Increases for On-call Service Contracts.** The term of the contract may be extended by mutual consent for an additional year. During this extended period, labor rates may be increased to reflect increased labor costs and overhead at each 1 year contract anniversary, provided the City is notified of the increases in advance. Rates may be increased to reflect actual cost increases up to a percentage equal to the percentage increase in the U.S. Consumer Price Index/All Urban Consumers (CPI-U) from March in the previous year to March in the year of adjustment upon request of Contractor.
- 5. Work Delays.** Should the Consultant 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 Consultant. 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.

6. **Termination.** If, during the term of the contract, the City determines that the Consultant is not faithfully abiding by any term or condition contained herein, the City may notify the Consultant in writing of such defect or failure to perform. This notice must give the Consultant a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Consultant shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall workscope.

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 Consultant be entitled to receive in excess of the compensation quoted in its proposal.

If, at any time during the term of the contract, the City determines that the project is not feasible due to funding shortages or unforeseen circumstances, the City reserves the right to terminate the contract. Consultant will be paid compensation due and payable to the date of termination.

7. **Ability to Perform.** The Consultant 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 applicable federal, state, county, city, and special district laws, ordinances, and regulations.
8. **Sub-contract Provisions.** No portion of the work pertinent to this contract shall be subcontracted without written authorization by the City, except that which is expressly identified in the Consultant's proposal. Any substitution of sub-consultants must be approved in writing by the City. For any sub-contract for services in excess of \$25,000, the subcontract shall contain all provisions of this agreement.
9. **Contract Assignment.** The Consultant 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.
10. **Inspection.** The Consultant shall furnish City with every reasonable opportunity for City to ascertain that the services of the Consultant 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 Consultant of any of its obligations to fulfill its contract requirements.

11. Record Retention and Audit. For the purpose of determining compliance with various laws and regulations as well as performance of the contract, the Consultant and sub-consultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to the performance of the contract, including but not limited to the cost of administering the contract. Materials shall be made available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. Authorized representatives of the City shall have the option of inspecting and/or auditing all records. For Federally funded projects, access to records shall also include authorized representatives of the State and Federal government. Copies shall be furnished if requested.

12. Conflict of Interest. The Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract, or any ensuing City construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing City construction project which will follow.

The Consultant 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 Consultant further covenants that, in the performance of this work, no sub-consultant or person having such an interest shall be employed. The Consultant 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 Consultant shall at all times be deemed an independent Consultant and not an agent or employee of the City.

13. Rebates, Kickbacks or Other Unlawful Consideration. The Consultant warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of the warranty, the City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

14. Covenant Against Contingent Fees. The Consultant warrants by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the City has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

15. Compliance with Laws and Wage Rates. The Consultant 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. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code. For purposes of this paragraph, "construction" includes work performed during the design and preconstruction phases of construction, including but not limited to, inspection and land surveying work.

- 16. Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Consultant is required to pay.
- 17. Permits, Licenses and Filing Fees.** The Consultant shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Consultant's work. The City will pay all application fees for permits required for the completion of the project including building and regulatory permit application fees. Consultant will provide a 10 day notice for the City to issue a check.
- 18. Safety Provisions.** The Consultant 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 Consultant'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 Consultant 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 Consultant's operations, it shall be replaced or restored at the Consultant's expense. The facilities shall be replaced or restored to a condition as good as when the Consultant began work.
- 21. Immigration Act of 1986.** The Consultant warrants on behalf of itself and all sub-consultants 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. Consultant Non-Discrimination.** In the award of subcontracts or in performance of this work, the Consultant agrees that it will not engage in, nor permit such sub-consultants as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.
- 23. Accuracy of Specifications.** The specifications for this project are believed by the City to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Consultants are cautioned to undertake an independent analysis of any test results in the specifications, as City does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Consultant and all sub-consultants named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the City's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Consultant to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Consultant. An ambiguity or defect shall be considered patent if it is of such a nature that the Consultant, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Consultant or sub-consultants to notify City in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the City shall not be liable for costs incurred by the successful Consultant to achieve the project's objective or standard

beyond the amounts provided therefor in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Consultant shall immediately notify the City in writing, and the Consultant and all sub-consultants shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by City. Failure to provide the hereinbefore described written notice within one (1) working day of Consultant's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

- 24. Indemnification for Professional Liability.** *To the fullest extent permitted by law, the Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and cost which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.*
- 25. Non-Exclusive Contract.** The City reserves the right to contract for the services listed in this proposal from other consultants during the contract term.
- 26. Standards.** Documents shall conform to City Standards and City furnished templates shall be used.
- 27. Consultant Endorsement.** Technical reports, documents shall be stamped and signed by the Consultant where required.

Required Deliverable Products and Revisions. The Consultant will be required to provide documents addressing all elements of the workscope. City staff will review any documents or materials provided by the Consultant and, where necessary, the Consultant will respond to staff comments and make such changes as deemed appropriate. Submittals shall include the previous marked up submittal (returned to the Consultant) to assist in the second review. Changes shall be made as requested or a notation made as to why the change is not appropriate.

Draft reports and plan submittals shall be submitted as paper copies.

Final documents shall be submitted as printed on one side each page, including any original graphics in place and scaled to size, ready for reproduction AND one electronic copy submitted in *Adobe Acrobat* format including all original stamps and signatures.

- 28. Ownership of Materials.** Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the city and no further agreement will be necessary to transfer ownership to the City. The Consultant shall furnish the City all necessary copies of data needed to complete the review and approval process.

The Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the City of the machine-readable information and data provided by the Consultant under this agreement. Further, the Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by City of the project documentation on other projects, except such use as may be authorized in writing by the Consultant.

29. Release of Reports and Information. Any reports, information, data, or other material given to, prepared by or assembled by the Consultant as part of the work or services under these specifications shall be the property of City and shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

The Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the City and receipt of the City's written permission.

30. Copies of Reports and Information. If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Consultant is required to furnish in limited quantities as part of the work or services under these specifications, the Consultant shall provide such additional copies as are requested, and City shall compensate the Consultant for the costs of duplicating of such copies at the Consultant's direct expense.

31. Attendance at Meetings And Hearings. As part of the workscope and included in the contract price is attendance by the Consultant at up to [number] public meetings to present and discuss its findings and recommendations. Consultant shall attend as many "working" meetings with staff as necessary in performing workscope tasks.

32. Requests for Review. The Consultant shall respond to all requests for submittal review or contractor RFI's within two weeks of receipt of the information from the City.

33. Consultant Invoices. The Consultant shall deliver a monthly invoice to the City, itemized by project work phase or, in the case of on-call contracts, by project title. Invoice must include a breakdown of hours billed and miscellaneous charges and any sub-consultant invoices, similarly broken down, as supporting detail.

34. Payment. For providing services as specified in this Agreement, City will pay and Consultant shall receive therefore compensation in a total sum not to exceed \$X. Should the Consultant's documents contain errors or deficiencies, the Consultant shall be required to correct them at no increase in cost to the City.

The Consultant shall be reimbursed for hours worked at the hourly rates (Exhibit C-1) attached to this agreement. Hourly rates include direct salary costs, employee benefits, overhead and fee. In addition, the Consultant shall be reimbursed for direct costs other than salary and vehicle cost that have been identified and are attached to this agreement. The Consultant's personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules.

35. Payment Terms. The City's payment terms are 30 days from the receipt and approval by the City of an original invoice and acceptance by the City of the materials, supplies, equipment or services provided by the Consultant (Net 30).

36. Resolution of Disputes. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the City's Public Art Manager and the City Director of Parks and Recreation, who may consider written or verbal information submitted by the Consultant. Not later than thirty days after completion of all deliverables necessary to complete the plans, specifications and estimate, the Consultant may request review by the City Council of unresolved claims or disputes, other than audit, in accordance with Chapter 1.20 Appeals Procedure of the Municipal Code.

Any dispute concerning a question of fact arising under an audit of this contract that is not disposed of by agreement, shall be reviewed by the City's Chief Fiscal Officer. Not later than 30 days after issuance of the final audit report, the Consultant may request a review by the City's Chief Fiscal Officer of unresolved audit issues. The request for review must be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the City will excuse the consultant from full and timely performance in accordance with the terms of this contract.

37. Disadvantaged Business Enterprise (DBE) Use for Federally Funded Projects. This agreement is subject to Title 49, Part 26 Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the State Department of Transportation achieves its federally mandated statewide overall DBE goal, the City encourages the participation of DBEs as defined in 49 CFR 26 in the performance of this agreement. The City rely on voluntary efforts of contractors to utilize race-neutral DBEs on contracts. The Consultant is responsible to be fully informed regarding the requirements of 49 CFR, Part 26. Participation of DBE's in the specified percentage is not a condition of award.

The Consultant shall notify the City of any changes to its anticipated DBE participation, maintain records of DBE usage and complete and submit to the City the final report of DBE utilization prior to receiving final payment. Records shall show the name and business address of each DBE and the total dollar amount actually paid to each.

The Consultant shall pay all sub-consultants within 10 calendar days from receipt of each payment made to the Consultant by the City.

The Consultant shall carry out applicable requirements of Title 49 CFR 26 in the award and administration of US DOT assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the City deems appropriate.

38. Agreement Parties.

City:	Parks & Recreation Department City of San Luis Obispo 1341 Nipomo Street San Luis Obispo, CA 93401	Consultant:	<input checked="" type="checkbox"/>
--------------	---	--------------------	-------------------------------------

All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as shown above.

39. Incorporation by Reference. City Request for Proposal Specification No. 91286 and Consultant's proposal dated , are hereby incorporated in and made a part of this Agreement.

40. 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 Director of Parks and Recreation.

41. Working Out of Scope. If, at any time during the project, the consultant is directed to do work by persons other than the City Public Art Manager and the Consultant believes that the work is outside of the scope of the original contract, the Consultant shall inform the Public Art Manager immediately. If the Public Art Manager and Consultant both agree that the work is outside of the project scope and is necessary to the successful completion of the project, then a fee will be established for such work based on Consultant's hourly billing rates or a lump sum price agreed upon between the City and the

Consultant. Any extra work performed by Consultant without prior written approval from the City Public Art Manager shall be at Consultant's own expense.

42. 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. For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Consultant agrees with City to do everything required by this Agreement, the said specification and incorporated documents.

Exhibits to the Agreement:

- EXHIBIT "A": SCOPE OF WORK
- EXHIBIT "B": SCHEDULE OF PERFORMANCE
- EXHIBIT "C": COMPENSATION
- EXHIBIT "C-1": SCHEDULE OF RATES
- EXHIBIT "D" REFERENCES

Authority to Execute Agreement. Both City and Consultant 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.

CITY OF SAN LUIS OBISPO:

CONSULTANT:

Katie Lichtig, City Manager

By:

APPROVED AS TO FORM:

Christine Dietrick, City Attorney

Exhibit "A" to Agreement

SCOPE OF SERVICES

Exhibit "B" to Agreement

SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

Milestones	No. of Days/Weeks	Completion
		From NTP
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Exhibit "C" to Agreement

COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit "A" ("Services") and reimbursable expenses shall not exceed \$. CONSULTANT agrees to complete all Services, including reimbursable expenses, within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed \$. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

A. Travel outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the City of San Luis Obispo's policy for reimbursement of travel and meal expenses for City of San Luis Obispo employees.

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$ shall be approved in advance by the CITY's project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

[OPTIONAL] Work required because the following conditions are not satisfied or are exceeded shall be considered as Additional Services:

Exhibit "C-1" to Agreement
HOURLY RATE SCHEDULE

Exhibit "D" to Agreement

INSURANCE CERTIFICATE

The 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, its agents, representatives, employees or sub-consultants.

Description of City insurance requirements is provided as ATTACHMENT D.

_____ Insurance Company's A.M. Best Rating

Certificate of insurance attached

Signature of Authorized Representative:	Date:
---	-------

ATTACHMENT D – Insurance Requirements

INSURANCE REQUIREMENTS: Consultant Services

The 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, its agents, representatives, employees or sub-consultants.

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

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 20 10 Prior to 1993 or CG 20 10 07 04 with CG 20 37 10 01 or the exact equivalent as determined by the City).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the consultant's profession.

Minimum Limits of Insurance. Consultant 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 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 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.
2. For any claims related to this project, the Consultant'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 Consultant's insurance and shall not contribute with it.
3. The Consultant'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.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30)

days prior written notice by certified mail, return receipt requested, has been given to the City. The Consultant agrees to notify the City in the event that the policy is suspended, voided or reduced in coverage or limits. A minimum of 30 days prior written notice by certified mail, return receipt requested, will be provided.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage. Consultant shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

Consultant 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 Consultant, its agents, representatives, employees or subConsultants. 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 20 10 Prior to 1993 or CG 20 10 07 04 with CG 20 37 10 01 or the exact equivalent as determined by the City).
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. Consultant 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 Consultant; products and completed operations of the Consultant; pollution and/or asbestos pollution and/or errors or omissions, or automobiles owned, leased, hired or borrowed by the Consultant. The

coverage shall contain no special limitations on the scope of protection afforded to the Entity, its officers, officials, employees, agents or volunteers.

- b. 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.
- c. For any claims related to this project, the Consultant'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 Consultant's insurance and shall not contribute with it.
- d. The Consultant'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.
- e. 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. The Consultant agrees to notify the City in the event that the policy is suspended, voided or reduced in coverage or limits. A minimum of 30 days prior written notice by certified mail, return receipt requested, will be provided.

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).

2. 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 Consultant 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.
3. 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. Consultant 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 Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Sub-consultants. Consultant shall include all sub-consultants as insured under its policies or shall

furnish separate certificates and endorsements for each sub-consultant. All coverages for sub-consultants shall be subject to all of the requirements stated herein.

ATTACHMENT E - References

STATEMENT OF DISQUALIFICATIONS AND REFERENCES

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Consultant shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes

No

If yes, explain the circumstances.

Executed on _____ at _____ under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

Signature of Authorized Consultant Representative

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 & Email	
Street Address	

City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	
Project Outcome	

Reference No. 2

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	
Project Outcome	

Reference No. 3

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	
Project Outcome	