



REQUEST FOR PROPOSALS

INVITATION TO SUBMIT PROPOSAL FOR ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

The City of Paso Robles invites qualification statements and competitive proposals to provide professional assessment engineering consulting services for the Paso Robles Landscape and Lighting District No. 1 and Drainage Maintenance District No. 2008-1. The selected Consultant shall provide all assessment engineering services required for this project under the supervision of the City of Paso Robles.

The attached Request for Proposal includes the following sections:

	TITLE	PAGE
I.	Submittal Data	1
II.	Introduction	1
III.	Required Proposal Format	2
IV.	Evaluation Criteria and Selection Process	4
V.	Project Objectives	5
VI.	Scope of Services Required	5
VII.	Contract Form	11
	Exhibits	23

All proposals must be received no later than **4 p.m. on July 7, 2017**, at the Public Works Department, City Hall, 1000 Spring Street, Paso Robles. Late proposals will be returned unopened.

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

I. SUBMITTAL DATA

Five (5) copies of all proposals must be received by mail, recognized carrier or hand delivered, no later than 4 p.m. on July 7, 2017, at the Public Works Department, City Hall, 1000 Spring Street, Paso Robles. Late proposals will be returned unopened.

Please note on the envelope **“Proposal for Assessment Engineering Services for El Paso de Robles Landscape and Lighting Maintenance District No. 1 and El Paso de Robles Drainage Maintenance District No. 2008-1”**

Costs of the preparation of the proposals will be borne by proposer.

This request does not constitute an offer of employment or a contract for services.

The City may cancel this solicitation at any time without obligation to any person or firm.

All proposals will become the property of the City of Paso Robles.

Any proprietary information contained in the proposal should be clearly identified and may be subject to disclosure pursuant to the California Public Records Act (See Section IX).

All proposals shall comply with current federal, state, and other laws relative thereto.

The contract shall be made in the form adopted by the City of Paso Robles (Section VII).

All questions and correspondence should be directed to:

Freda Berman, Project Manager
City Hall
1000 Spring Street
Paso Robles, CA 93446
805-227-7245
e-mail: fberman@prcity.com

Any proposer seeking clarification of information contained in this Request for Proposals may submit written questions as directed below prior to June 23, 2017. Questions received after this date will not receive a response.

The City will not hold a pre-proposal conference.

II. INTRODUCTION

The City of El Paso de Robles invites qualification statements and competitive proposals to provide professional assessment engineering consulting services for the Paso Robles Landscape and Lighting Maintenance District No. 1 and Drainage Maintenance District No. 2008-1.

The objective is to select a Consultant familiar with the Landscaping and Lighting Act of 1972, as well as the requirements of Proposition 218. Consultant must have the capability to apply that knowledge to the administration of the City’s Landscape and Lighting Maintenance District No. 1. Consultant must

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

also be familiar with the Benefit Assessment Act of 1982 and California State Constitution Article XIID and apply that knowledge to the administration of the City's Drainage Maintenance District No. 2008-1.

III. REQUIRED PROPOSAL FORMAT

A qualifying proposal must address all of the following points:

1. Cover Letter/Introduction
 - Discuss your firm's major focus (administration, law, engineering, etc.).
 - Describe your firm's ownership structure, including information with respect to financial resources/stability and length of time in business.
 - Present your understanding, in non-technical language, of the project, the services requested, and your firm's proposal for meeting the City's needs.
 - The cover letter shall be signed by an individual authorized to bind the firm and shall contain a statement that the proposal is valid for ninety (90) days.
 - Name, address, telephone number and email address for a person the City may contact for further information or to schedule an interview, at the City's discretion.

2. Qualifications
 - Describe your firm's experience with respect to EACH requested discipline. Include discussion of unique qualifications that set your firm apart from others.
 - Describe your firm's technology, capabilities, and innovations in District administration.
 - Outline in detail any other recommended services or activities that your firm can provide to meet and support the City's and its Landscape and Lighting Maintenance District and Drainage Maintenance District administration needs.

3. Staffing
 - Identify the individuals proposed for the client team. At a minimum, the proposal should name the project team. Provide a resume or statement of qualifications and references from at least two previous projects for each person.
 - Include alternates for individuals proposed for key positions.
 - Describe tasks for which each person would be responsible.
 - Identify any subcontractors and tasks for which they would be responsible. Provide information required under "Qualifications," above, for each subcontractor.

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

4. Fee Proposal

- Provide a fee proposal covering all required services and any proposed additional services or tasks.
- Provide an overall breakdown of cost estimates for EACH service your firm would provide under this program.
- Identify one-time fees (if any) to create the necessary database for Special District administration.
- Itemize your firm's fee schedule. Identify follow-up consultation and services available after completion of the annual levy process.
- Include hourly rates and rates for additional services, if different.
- Include an estimate of monthly reimbursable expenses for the duration of the project.

5. Contract Terms

- The initial contract term will be for six (6) years with renewal provisions for two (2) two-year extensions, by mutual consent, for a total of 10 years.
- Describe any exceptions to the Scope of Services of the Professional Services Agreement (attached). Proposers will be deemed to have accepted all terms and conditions other than those addressed in the proposal.

6. References

- Provide a minimum of five (5) references for similar services performed for local government agency clients within the last three (3) years.
- Include:
 - Client name
 - District description (locations, number of properties included, total dollar assessments)
 - Service dates (starting and ending)
 - Client project manager name, telephone number and email address

7. Disclosures

- Proposers must include a complete disclosure of any litigation, arbitration or claims proceedings which presently involve the Proposer or in which the Proposer has been involved in the past five (5) years.

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

IV. EVALUATION CRITERIA AND SELECTION PROCESS

Award will NOT be made on price alone but on all the factors noted in this RFP.

Award will be made on the basis of demonstrated competence and the professional qualifications necessary to perform the services required at a fair and reasonable cost after consideration of all evaluation criteria set forth below. Criteria are not listed in any order of priority or preference. A consultant will be chosen upon review of the proposals by a committee comprised of representatives from Community Services, Community Development, Public Works and Administrative Services departments. The committee's recommendations will be presented to the City Council for final selection and award of contract.

The committee will evaluate all proposals received in accordance with the evaluation criteria. The City reserves the right to weight the criteria depending upon importance. The City shall not be obligated to accept the lowest priced proposal, but will make an award in what it determines to be the best interests of the City after all factors have been evaluated.

The City will evaluate the proposals based on the following criteria:

1. Responsiveness to Request for Proposal
2. Project Approach
3. Firm's record of providing successful service for Districts of size and complexity similar to the City's Landscape and Lighting District and Drainage Maintenance District
4. Qualifications of personnel proposed for the project
5. Exceptions to Scope of Services and/or Professional Services Agreement
6. Cost, including fees and reimbursables

The City may conduct interviews as part of the selection process. If scheduled, the oral interview will be a question and answer format for the purpose of clarifying the intent of any portions of the proposal. The individual(s) who would be directly responsible for carrying out the contract should participate in the oral interview.

The City reserves the right to contact and evaluate the Proposers' references, contact any Proposer to clarify any response, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information the City deems pertinent to the evaluation process.

The City reserves the right to reject any or all proposals, waive any inconsequential deviations from the proposal requirements, and to negotiate modifications or acceptance of all or a part of a proposal. This would include possible changes to the scope of work as the City identifies other applicable needs for technical assistance. Other terms and conditions can be negotiated at the time of selection and will be subject to approval of appropriate City officials.

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

The City reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP. Issuance of this RFP and receipt of proposals does not commit the City to award a contract. City expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

Proposer understands and acknowledges that the representations made in proposals are material and will be relied on by the City in evaluation of the proposal.

V. PROJECT OBJECTIVES

The Consultant selected will ensure professional assessment engineering services for the Paso Robles Landscape and Lighting District No. 1 and Drainage Maintenance District No. 2008-1 and all work product produced pursuant to such services comply with all applicable federal, state, and local laws and regulations.

VI. SCOPE OF SERVICES REQUIRED

District Administration

The provided scope of services will encompass a diversity of tasks and shall be comprehensive in nature, including all necessary research, documentation, exhibit preparation, legislative analyses, and attendance at staff meetings and/or public hearings necessary to accurately and efficiently levy all appropriate parcels.

The following generally describes the required Consultant services for the administration of the annual levy of assessments. Your firm's proposed scope of services must at a minimum address the required Consultant services, but should also include any other services or activities that your firm will provide for annual administration of the Landscape & Lighting District and Drainage Maintenance District. The Consultant shall:

1. Be familiar with the Districts, their boundaries, parcels, and particularities.
2. Be fully versed in all applicable legislation affecting the Districts (e.g., Proposition 218 and Benefit Assessment Act of 1982).
3. Have the capacity to meet project deadlines.
4. Attend meetings with City staff to review the existing District information; identify and discuss possible changes to the District for the upcoming fiscal year, including budget issues, annexations, modification or expansion of District improvements, and legislative changes that may impact the District.
5. Develop an annual budget for each sub-area in the Landscape and Lighting District based on costs provided by the City, and confirm or modify the level of service for each zone/sub-area. Annual budget shall be independently based on: (1) the specific improvements in each zone/sub-area; and (2) an analysis of the available revenues, versus the developed budget.

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

6. Develop an annual budget for the Drainage Maintenance District based on costs provided by the City. Annual budget shall be independently based on an estimate of the annual and periodic costs to operate, maintain and service the District.
7. Maintain and update a parcel levy database, including the addition of new annexed areas.
8. Draft all necessary Resolutions to be adopted, in conjunction with the annual levy of assessments.
9. Prepare all necessary staff reports related to the annual levy of assessments.
10. Prepare, in accordance with the Landscaping and Lighting Act of 1972 and the provisions of the California Constitution Article XIIIID (Proposition 218), the Landscape and Lighting District's annual Engineer's Report.
11. Provide Landscape and Lighting District assessments amounts for each parcel by Assessor's Parcel Number (APN) to the County Auditor/Controller's Office in the media, format, and configuration required by the County for placement on the annual property tax roll.
12. Prepare in accordance with the Benefit Assessment Act of 1982 and the California State Constitution Article XIIIID, the Drainage Maintenance District's annual Engineer's Report.
13. Provide Drainage Maintenance District assessments amounts for each parcel by Assessor's Parcel Number (APN) to the County Auditor/Controller's Office in the media, format, and configuration required by the County for placement on the annual property tax roll.
14. Provide all Resolutions ordering the levy and collection of assessments, plus any other necessary information to the County Auditor/Controller's Office.
15. Provide the City with a levy summary report comparing the amounts budgeted, and the amounts actually applied to the County tax roll.
16. Provide a dedicated phone number and staff to field inquiries during normal business hours from City staff, property owners, title companies, and other interested parties.

Development Review and Monitoring Support Services

City staff requires the Consultant to review new development projects within the City, as needed, and in so doing, identify appropriate Special District funding needs for landscape and lighting maintenance and recommendations and approach for inclusion of the development into the City's Landscape and Lighting Maintenance District No. 1.

When a new development is proposed that will create new City-maintained or assessment-funded landscape and/or lighting improvements, the City will notify the Consultant. Upon receipt of the development documentation package, the Consultant will assist the City in providing development-monitoring support.

The following generally describes the required Consultant services for Development Review and Monitoring Support. The proposed scope of services must at a minimum address the required Consultant

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

services, but should also include any other related services or activities that the firm will provide. The Consultant shall:

1. Provide the City confirmation of receipt of pertinent documents.
2. Review the documents provided by the City and identify whether the development should be:
 - a. Annexed into an existing zone or sub-area within District No. 1; or
 - b. Established as a new zone or sub-area within District No. 1; or
 - c. Formed as a new separate District.
3. Following initial review, the Consultant will provide the City with a Summary Memorandum that will:
 - a. Identify recommended actions to be taken for District formation or annexation, if applicable;
 - b. List additional documents or information that may be needed from the City or developer/property owner to establish applicable assessments; and
 - c. Provide an estimate of Consultant fees for the formation/annexation services that are to be charged to and collected from the customer (property owner/developer).
4. Discuss the results of the Summary Memorandum with City staff.

District Formation/Annexation Services

The Consultant will perform 1972 Act District formation and annexation services as authorized by the City.

For each District formation/annexation project authorized by the City, the following generally describes the required Consultant services. The proposed scope of services must at a minimum address the required Consultant services, but should also include any other services or activities that will be provided. The Consultant shall perform the following:

1. Prepare a timeline of all pertinent tasks related to formation/annexation, identifying key dates and times required for each.
2. Prepare the budget for improvements associated with the formation/annexation.
3. Prepare a parcel database of all parcels to be contained within the formation/annexation by using parcel information from the current secured roll from the County's Assessor's Office.
4. Calculate, in accordance with the appropriate benefit methodology, the assessment for each parcel within the formation/annexation.
5. Prepare the assessment diagram.

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

6. Provide the City with the final report and collection roll for the formation/annexation.
7. Prepare and mail legislatively conformed notices of public hearing and protest ballots.
8. Prepare, in accordance with the Landscaping and Lighting Act of 1972 and Proposition 218, the Engineer's Report for the formation/annexation.
9. Coordinate with the City Clerk or other City staff members in the tallying of all ballots.
10. Attend City meetings, public hearings, and/or staff meetings, and be available to answer questions as requested by staff.
11. Prepare draft Resolutions, as necessary, and assist in the preparation of Staff Reports, if requested.

Consulting Services for New or Increased Assessments

The Consultant will perform 1972 Act District balloting services as authorized by the City.

For each District balloting project authorized by the City, the following generally describes the required Consultant services. The proposed scope of services must at a minimum address the required Consultant services, but should also include any other services or activities that will be provided. The Consultant shall perform the following:

1. Work with City staff to identify and outline the specifics of the project.
2. Identify and prepare any recommended modifications to the existing method of apportionment or District structure (with benefit zones if appropriate), and cost allocation (budget) associated with the proposed new or increased assessment(s).
3. In accordance with the Landscaping and Lighting Act of 1972 and Proposition 218, prepare the Engineer's Report for the affected areas of the District to be presented to the City Council. The Engineer's Report must include the following: plans and specifications; method of apportionment; budget; assessment diagram; assessment roll; and an affidavit stating the report has been prepared by a professional engineer.
4. Be available to present the report to the City Council during the Intent Meeting, and if necessary, update the Engineer's Report to reflect changes ordered by the City Council prior to the Public Hearing.
5. Prepare all Staff Reports and Resolutions for the Intent Meeting and Public Meeting. Forward all documents to the City for review.
6. Review and comment on related reports for the Intent Meeting and Public Hearing prepared by City staff.
7. If deemed necessary by the Consultant and City, provide public outreach services in an effort to receive voter approval.

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

8. Prepare and mail notices and ballots in accordance with the requirements of Proposition 218. Use the latest property owner information from the County Assessor's Office secured roll and incorporate updated ownership and mailing information provided by the City. Prior to mailing, forward samples of the notices and ballots to the City for review and comment.
9. Attend one (1) Intent Meeting and one (1) Public Hearing before the City Council regarding the formation/reassessment of the District.
10. Assist the City Clerk with tabulation of the assessment ballots after the close of the Public Hearing.

VII. CONTRACT FORM

The final contract between City and the successful Proposer shall be set forth in a Professional Services Agreement ("Agreement") executed by and between City and the successful Proposer. A copy of the Agreement is attached hereto as Attachment 1 and incorporated herein by this reference.

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.

VIII. PRICE VALIDITY

Prices provided by Proposers in response to this RFP are valid for 90 days from the Proposal due date. The City intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete and the contract is awarded.

IX. CONFIDENTIALITY

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 *et seq.*) until after either City and the successful proposer have completed negotiations and entered into an Agreement or City has rejected all proposals. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act. Furthermore, the City will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a Proposer submits is

REQUEST FOR PROPOSALS

**ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND
LIGHTING MAINTENANCE DISTRICT NO. 1 AND
EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1**

a trade secret. If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary”, the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

ATTACHMENT 1

**CITY OF EL PASO DE ROBLES
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of _____, 20__ by and between the City of El Paso de Robles, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 1000 Spring Street, Paso Robles, CA 93446 (“City”), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Assessment Engineering Services for El Paso de Robles Landscape and Lighting Maintenance District No. 1 and Drainage Maintenance District No. 2008-1 (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$_____ [Insert amount of compensation]. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term/Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). The Notice to Proceed shall set forth the date of commencement of work.

The term of this Agreement shall be from November 1, 2017 to October 31, 2023, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The term of this Agreement may be extended by written amendment executed by the City and Consultant for additional two year periods, but the term may not be extended more than two times (for a total aggregate term of 10 years).

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the “Workers’ Compensation and Insurance Act,” Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer’s Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers’ compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability property	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer’s Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer’s equivalent) signed by the insurer’s representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

b. Additional Indemnity Obligations. Consultant shall defend, with counsel of City's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the City, its officials, officers, employees, agents or

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by the City, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse the City, its officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents and volunteers.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

REQUEST FOR PROPOSALS

**ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND
LIGHTING MAINTENANCE DISTRICT NO. 1 AND
EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1**

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Luis Obispo, State of California.

16. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

17. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Organization

Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

CITY:

City of El Paso de Robles
1000 Spring Street
Paso Robles, CA 93446
Attn: Freda Berman, Project Manager

CONSULTANT:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

REQUEST FOR PROPOSALS

**ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND
LIGHTING MAINTENANCE DISTRICT NO. 1 AND
EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EL PASO DE ROBLES
AND [***INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF EL PASO DE ROBLES

[INSERT NAME OF CONSULTANT]

By: _____
Thomas Frutchey
City Manager

By: _____
Its: _____

Printed Name: _____

ATTEST:

By: _____
Kristen L. Buxkemper
Deputy, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

REVIEWED:

By: _____
City Project Manager

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

EXHIBIT A

Scope of Services

Background and Objective

The objective is to select a Consultant familiar with the Landscaping and Lighting Act of 1972, as well as the requirements of Proposition 218. Consultant must also be familiar with the Benefit Assessment Act of 1982 and California State Constitution Article XIID.

Landscape and Lighting District

Consultant must have the capability to apply that knowledge to the administration of the City's Landscape and Lighting Maintenance District No. 1; and its 147 sub-areas of which 113 are grouped into 14 different benefit zones. These sub-areas identify the properties within a particular commercial development or residential subdivision that benefit from improvements that were installed in connection with the development of those properties or directly benefit those properties. While many of the improvements maintained by the District provide special benefits to only the properties within a particular sub-area, some improvements installed as part of developing properties within one sub-area also provide a direct and special benefit to properties within nearby or adjacent sub-areas. In these cases, several sub-areas have been grouped into zones based on these shared improvements and the cost of maintaining those shared improvements, are proportionately allocated to the properties within each of the individual benefiting sub-areas. However, not all zones established within this District have improvements that are share by each of the sub-areas within that zone. Some of the District zones represent geographical regions of the District, where the sub-areas may have similar improvements, but each sub-area is budgeted and assessed for only the improvements or that portion of an improvement that were installed and/or resulted from the development of the properties within that particular sub-area.

The City will rely on the Consultant to work closely with City staff to develop the annual budget for each zone/sub-area.

As there is new development occurring regularly in the City, the selected consultant will be expected to assist with the processing of these new developments into the Landscape and Lighting Maintenance District No. 1, if appropriate. Owing to this growth and changes in District needs, the Consultant would also be expected to assist with any necessary new or increased assessments in the existing sub-areas and associated Proposition 218 proceedings, along with any necessary modifications to the District structure or Method of Apportionment.

Drainage Maintenance District

Consultant must have the capability to apply that knowledge to the administration of the City's Drainage Maintenance District No. 2008-1, a planned residential development designated as parcel map PR03-0338 – Ashwood Place. It has been determined that improvements are required and necessary for the orderly development of the lots and parcels of land within the PR03-0338 Subdivision and that the improvements and services to be provided will enhance and protect those properties as well as ensure the ecological and environmental integrity of the drainage improvements (creek area). The territory of the District is identified by the County of San Luis Obispo as assessor's parcel number 009-750-007, which encompasses an area of approximately 2.5 acres. This parcel is currently identified by the County Assessor's Office with one single-family residential unit on the property, but is to be subdivided to

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

include an additional three single-family residential properties (total of four parcels) as part of the planned PR03-0338 Subdivision.

The District is situated on the southeastern portion of the City of Paso Robles and is located on the north side of Ashwood Place:

- East of Beechwood Drive;
- West of Oriole Way;
- South of Larkfield Place; and
- Generally, north of Meadowlark Road.

The City will rely on the Consultant to work closely with City staff to develop the annual budget for the Drainage Maintenance District.

General Requirements

1. Be familiar with the Districts, their boundaries, parcels, and particularities.
2. Be fully versed in all applicable legislation affecting the District.
3. Have the capacity to meet project deadlines.
4. Attend meetings with City staff to review the existing District information; identify and discuss possible changes to the District for the upcoming fiscal year, including budget issues, annexations, modification or expansion of District improvements, and legislative changes that may impact the District.
5. Develop an annual budget for each Landscape and Lighting District sub-area based on costs provided by the City, and confirm or modify the level of service for each zone/sub-area. Annual budget shall be independently based on: (1) the specific improvements in each zone/sub-area; and (2) an analysis of the available revenues, versus the developed budget.
6. Develop an annual budget for the Drainage Maintenance District based on costs provided by the City. Annual budget shall be independently based on an estimate of the annual and periodic costs to operate, maintain and service the District.
7. Maintain and update a parcel levy database, including the addition of new annexed areas.
8. Draft all necessary Resolutions to be adopted, in conjunction with the annual levy of assessments.
9. Prepare all staff reports related to the annual levy of assessments.
10. Prepare, in accordance with the Landscaping and Lighting Act of 1972 and the provisions of the California Constitution Article XIID (Proposition 218), the District's annual Engineer's Report.
11. Prepare in accordance with the Benefit Assessment Act of 1982 and the California State Constitution Article XIID, the Drainage Maintenance District's annual Engineer's Report.

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

12. Provide assessments amounts for each parcel by Assessor's Parcel Number (APN) to the County Auditor/Controller's Office in the media, format, and configuration required by the County for placement on the annual property tax roll.
13. Provide Resolutions ordering the levy and collection of assessments, plus any other necessary information to the County Auditor/Controller's Office.
14. Provide the City with a levy summary report comparing the amounts budgeted, and the amounts actually applied to the County tax roll.
15. Provide a dedicated phone number and staff to field inquiries during normal business hours from City staff, property owners, title companies, and other interested parties.

Development Review and Monitoring Support Services

City staff requires the Consultant to review new development projects within the City, as needed, and in so doing, identify appropriate Special District funding needs for landscape and lighting maintenance and recommendations and approach for inclusion of the development into the City's Landscape and Lighting Maintenance District No. 1.

When a new development is proposed that will create new City-maintained or assessment-funded landscape and/or lighting improvements, the City will notify the Consultant. Upon receipt of the development documentation package, the Consultant will assist the City in providing development-monitoring support.

The following generally describes the required Consultant services for Development Review and Monitoring Support. The proposed scope of services must at a minimum address the required Consultant services, but should also include any other related services or activities that the firm will provide. The Consultant shall:

1. Provide the City confirmation of receipt of pertinent documents.
2. Review the documents provided by the City and identify whether the development should be:
 - a. Annexed into an existing zone or sub-area within District No. 1; or
 - b. Established as a new zone or sub-area within District No. 1; or
 - c. Formed as a new separate District.
3. Following initial review, the Consultant will provide the City with a Summary Memorandum that will:
 - a. Identify recommended actions to be taken for District formation or annexation, if applicable;
 - b. List additional documents or information that may be needed from the City or developer/property owner to establish applicable assessments; and

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

- c. Provide an estimate of Consultant fees for the formation/annexation services that are to be charged to and collected from the customer (property owner/developer).
4. Discuss the results of the Summary Memorandum with City staff.

District Formation/Annexation Services

The Consultant will perform 1972 Act District formation and annexation services as authorized by the City.

For each District formation/annexation project authorized by the City, the following generally describes the required Consultant services. The proposed scope of services must at a minimum address the required Consultant services, but should also include any other services or activities that will be provided. The Consultant shall perform the following:

1. Prepare a timeline of all pertinent tasks related to formation/annexation, identifying key dates and times required for each.
2. Prepare the budget for improvements associated with the formation/annexation.
3. Prepare a parcel database of all parcels to be contained within the formation/annexation by using parcel information from the current secured roll from the County's Assessor's Office.
4. Calculate, in accordance with the appropriate benefit methodology, the assessment for each parcel within the formation/annexation.
5. Prepare the assessment diagram.
6. Provide the City with the final report and collection roll for the formation/annexation.
7. Prepare and mail legislatively conformed notices of public hearing and protest ballots.
8. Prepare, in accordance with the Landscaping and Lighting Act of 1972 and Proposition 218, the Engineer's Report for the formation/annexation.
9. Coordinate with the City Clerk or other City staff members in the tallying of all ballots.
10. Attend City meetings, public hearings, and/or staff meetings, and be available to answer questions as requested by staff.
11. Prepare draft Resolutions, as necessary, and assist in the preparation of Staff Reports, if requested.

REQUEST FOR PROPOSALS

ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1

Consulting Services for New or Increased Assessments

The Consultant will perform 1972 Act District balloting services as authorized by the City.

For each District balloting project authorized by the City, the following generally describes the required Consultant services. The proposed scope of services must at a minimum address the required Consultant services, but should also include any other services or activities that will be provided. The Consultant shall perform the following:

1. Work with City staff to identify and outline the specifics of the project.
2. Identify and prepare any recommended modifications to the existing method of apportionment or District structure (with benefit zones if appropriate), and cost allocation (budget) associated with the proposed new or increased assessment(s).
3. In accordance with the Landscaping and Lighting Act of 1972 and Proposition 218, prepare the Engineer's Report for the affected areas of the District to be presented to the City Council. The Engineer's Report must include the following: plans and specifications; method of apportionment; budget; assessment diagram; assessment roll; and an affidavit stating the report has been prepared by a professional engineer.
4. Be available to present the report to the City Council during the Intent Meeting, and if necessary, update the Engineer's Report to reflect changes ordered by the City Council prior to the Public Hearing.
5. Prepare all Staff Reports and Resolutions for the Intent Meeting and Public Meeting. Forward all documents to the City for review.
6. Review and comment on related reports for the Intent Meeting and Public Hearing prepared by City staff.
7. If deemed necessary by the Consultant and City, provide public outreach services in an effort to receive voter approval.
8. Prepare and mail notices and ballots in accordance with the requirements of Proposition 218. Use the latest property owner information from the County Assessor's Office secured roll and incorporate updated ownership and mailing information provided by the City. Prior to mailing, forward samples of the notices and ballots to the City for review and comment.
9. Attend one (1) Intent Meeting and one (1) Public Hearing before the City Council regarding the formation/reassessment of the District.
10. Assist the City Clerk with tabulation of the assessment ballots after the close of the Public Hearing.

REQUEST FOR PROPOSALS

**ASSESSMENT ENGINEERING SERVICES FOR EL PASO DE ROBLES LANDSCAPE AND
LIGHTING MAINTENANCE DISTRICT NO. 1 AND
EL PASO DE ROBLES DRAINAGE MAINTENANCE DISTRICT NO. 2008-1**

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract. All services performed under this Agreement will be charged at the following rates: