

CITY OF TRACY
MASTER REQUEST FOR PROPOSALS
NOTICE OF REQUEST FOR PROPOSALS
Environmental Analysis (CEQA) Services and Planning Assistance

1. NOTICE IS HEREBY GIVEN that the CITY OF TRACY (hereinafter "CITY") requests proposals for the **ENVIRONMENTAL ANALYSIS (CEQA) SERVICES AND PLANNING ASSISTANCE** project (hereinafter "Project"), and will receive proposals in the office of the City Clerk, 333 Civic Center Plaza, Tracy, California, up to the hour of 5:00 p.m., on the 2nd day of December, 2015.
2. The services to be performed by the successful proposer are described in the Request For Proposals. Copies of the Request For Proposals are available from (and any questions should be directed to) the CITY at **Bill Dean, Development Services Assistant Director, City of Tracy, Development Services Department, 333 Civic Center Plaza, Tracy, California 95376; Phone 209-831-6427; Fax 209-831-6439; E-mail William.dean@ci.tracy.ca.us.** The general scope of services includes **CEQA analyses and planning assistance for various residential, commercial, and industrial development projects.**
3. Proposals shall be submitted and clearly marked as follows: "**SEALED PROPOSAL FOR ENVIRONMENTAL ANALYSIS (CEQA) SERVICES AND PLANNING ASSISTANCE – DO NOT OPEN WITH REGULAR MAIL.**"
4. All responsive proposals shall be reviewed and evaluated by the CITY in order to determine which proposer best meets the CITY's needs for this Project by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services. The criteria by which the CITY shall evaluate proposals are set forth in the Request For Proposals.
5. The CITY reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process.



BILL DEAN

ASSISTANT DEVELOPMENT SERVICES DIRECTOR

11-16-15
Date

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1. **DELIVERY OF PROPOSALS.** It is the Proposer's responsibility alone to ensure that the proposal is received prior to the hour and date for the opening of proposals specified in the Notice of Request for Proposals. Any proposals received after that hour and date shall be returned unopened.
2. **FORMAT OF PROPOSALS.** All proposals shall be typewritten or printed in ink clearly and legibly, in conformance with the Request For Proposals and submitted in a sealed envelope plainly marked on the outside: "**SEALED PROPOSAL FOR ENVIRONMENTAL ANALYSIS (CEQA) SERVICES AND PLANNING ASSISTANCE - DO NOT OPEN WITH REGULAR MAIL.**"
3. **QUALITY OF PROPOSAL.** Unnecessarily elaborate or glossy proposals are neither expected nor desired. The emphasis of the proposal should be on responding to the requirements set forth in this Request For Proposals.
4. **CONTENTS OF PROPOSAL.** The Proposer shall include in its proposal, at a minimum, the following information presented in a clear and concise format, in order to demonstrate the Proposer's competence and qualifications for the satisfactory performance of the services outlined in the "Scope of Services" [Section 8] of this Request For Proposals.
 - 4.1. A list of the most recent projects for which the Proposer has performed similar services of similar size, scope, and complexity. This list shall include the name contact person, address, and phone number of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.
 - 4.2. A list of the Proposer's principals, employees, agents, and sub consultants which the proposer anticipates assigning to this Project. This list shall include a summary of the qualifications, licenses, and experience of each individual; the approximate number of hours each will devote to the Project; and the type of work to be performed by each individual. The CITY will retain under its agreement with the successful Proposer the right of approval of all persons performing under the agreement.
 - 4.3. A detailed description of the methods by which the Proposer intends to perform the work set forth in the Scope of Services. The description shall include, at a minimum, the following items:
 - 4.3.1. A Fee Schedule describing all changes and hourly rates for services (work will be performed by way of specific Task Orders o each Mater Professional Services Agreement).
 - 4.3.2. The Proposer should specifically indicate in its proposal any clauses in the CITY's proposed Master Services Agreement which are unacceptable to the Proposer. The CITY's proposed Master Services Agreement is attached to this Request for Proposals.
 - 4.4. A statement which discloses any past ongoing or potential conflicts of interest which the CONSULTANT may have as a result of performing the work for this Project.
 - 4.5. A copy of an insurance certificate or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar

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amount limits) may be included.

4.6. The proposal must be signed by an authorized representative of the Proposer.

5. **INTERPRETATIONS OF THE REQUEST FOR PROPOSALS.** If the Proposer is in doubt as to the meaning of any part of the Request For Proposals, or finds discrepancies in or omissions from the Request For Proposals, the Proposer shall submit to the CITY a written request for an interpretation or clarification prior to the time for opening the proposals. All such requests should be addressed to the CITY at **Bill Dean, Assistant Development Services Director, City of Tracy, Development Services Department, 333 Civic Center Plaza, Tracy, California 95376; Phone 209-831-6427; Fax 209-831-6439; E-mail William.dean@ci.tracy.ca.us**. The Proposer shall be responsible for the prompt delivery of the request. The CITY shall not be responsible for any explanation or interpretations of the Request For Proposals other than by written addendum posted on the City of Tracy website. No oral interpretations of any provision in the Request For Proposals shall be binding upon the CITY.
6. **REVIEW OF PROPOSALS.** After the proposals are received and opened by the CITY, the CITY shall review and evaluate all proposals for responsiveness to the Request for Proposals in order to determine whether the Proposer possesses the Master qualifications necessary for the satisfactory performance of the services required. The CITY shall also investigate qualifications of all Proposers to whom the award is contemplated, and the CITY may request clarifications of proposals directly from one or more Proposers. It is anticipated that this review period will last up to approximately thirty (30) days. In reviewing the proposals, the CITY may consider the following:
- 6.1. The experience and past performance of the Proposer and its agents, employees, and sub-consultants in completing projects of a similar type, size, and complexity. The CITY may consider Proposer's timely and accurate completion of similar projects within budget.
 - 6.2. The feasibility of the proposal based upon the performance and cost schedules, and the methodology to be used by the Proposer.
 - 6.3. Proposer's understanding of the work to be completed based upon the clarity of the proposal and responsiveness to this Request For Proposals.
 - 6.4. Any requested changes to the City's standard Master Services Agreement.
7. **AWARD OF AGREEMENT.** Upon completion of the review period, the CITY shall notify those Proposers whose proposals will be considered for further evaluation and negotiation. All Proposers so notified shall be required to make presentations and negotiate in good faith in accordance with direction from the CITY. Any delay caused by Proposer's failure to respond to direction from the CITY may lead to a rejection of the Proposal.
- 7.1. If the CITY determines, after further evaluation and negotiation, to award the Agreement, a Master Services Agreement shall be sent to the successful Proposer for the Proposer's signature. No proposal shall be binding upon the CITY until after the Agreement is signed by duly authorized representatives of both the PROPOSER and the CITY.
 - 7.2. The CITY reserves the right to reject any or all proposals, and to waive any irregularity. The award of the Agreement, if made by the CITY, will be based upon a total review and analysis of each proposal and projected costs.

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- 7.3. The CITY reserves the option to extend the Agreement with any Proper for an additional two-year period, provided the Proposer makes a written request for extension (no later than 60 days prior to expiration of the Agreement), and the CITY determines that the Proposer has satisfactorily performed all obligations under the Master Professional Services Agreement, and the CITY Council has appropriated sufficient funds for the proposed services.
- 7.4. The City contemplates awarding Master Professional Services Agreements to multiple Proposers and reserves the right to, at its sole discretion, allocate the amount of work given to each successful Proposer so as to most efficiently and economically satisfy the CITY's needs.
8. **SCOPE OF SERVICES.** The scope of services set forth in this Request for Proposals represents an outline of the services which the CITY anticipates the successful proposer to perform, and is presented for the primary purpose of allowing the CITY to compare proposals. The precise scope of services to be incorporated into the Master Professional Services Agreement shall include those listed in Exhibit 'A' as attached to the Master Professional Services Agreement referenced in the section 4.3.3 of this Request for Proposals. The CITY requests that the Proposer suggest changes to the scope of services (as a part of the proposal) in order to achieve the CITY's stated Project Objectives.
- 8.1. **Project Objectives.** The CITY's primary objective for this Consultant Agreement is to obtain professional assistance in **Environmental Analyses for various current and future development projects.**
- 8.2. **Project Restrictions.**
- 8.2.1. **Timing.** The schedule for each environmental analysis will be determined when the scope of work is completed, and will be determined by the CITY staff in coordination with the project applicants and their entitlement schedules.
- 8.2.2. **Budget.** The budget for each individual environmental analysis will be determined as applications are filed for future projects and when each project description is completed for current projects.
- 8.3. **Background Information.**
The CITY anticipates that numerous development projects will be processed for entitlements, including but not limited to Development Review, Conditional Use Permits, Specific Plans, Planned Unit Developments, Development Agreements, and Annexations within the next year. The majority of these development applications will require various levels of environmental review to ensure CEQA compliance, particularly in the areas of Air Quality, Greenhouse Gases, Biological Resources, and Traffic. Additionally, these projects and applications may require planning assistance in review, processing, report writing, and interaction with property owners and developers. The work to be performed will be as set forth in individual Task Orders under each Master Professional Services Agreement.

**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT**

*****INSERT #1*****

This Master Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and *****INSERT #5***** ("Consultant").

RECITALS

A. *****INSERT #6*****

B. *****INSERT #7*****

C. *****INSERT #8*****

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. Consultant's specific scope of services shall be more particularly described in individual Task Orders subject to the written approval of the City and Consultant. The terms of this Agreement shall be incorporated by reference into each Task Order. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: *****INSERT #9*****. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use any subcontractors or subconsultants, without City's prior written consent.
2. **TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in each individual Task Order. Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.
3. **INDEPENDENT CONTRACTOR STATUS.** Consultant is an independent contractor and is solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization to Consultant. Consultant is free to work for other entities while under contract with the City. Consultant is not entitled to City benefits.
4. **CONFLICTS OF INTEREST.** Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting

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INSERT #1

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interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

5. COMPENSATION.

5.1 General. For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," and Not to Exceed the amount set forth in each Individual Task Order. Billing rates may be adjusted in an amount not to exceed _____ (___%) percent per year, upon City's receipt of written notice from the Consultant. Consultant's billing rates, and Not to Exceed amount, shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without City's prior written approval.

5.2 Invoices. Consultant shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service.

5.3 Payment. Within 30 days after the City's receipt of invoice, City shall make payment to the Consultant based upon the services described on the invoice and approved by the City.

6. **TERMINATION.** The City may terminate this Agreement by giving ten days written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. **OWNERSHIP OF WORK.** All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. **INDEMNIFICATION.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 10 relating to insurance.

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9. **BUSINESS LICENSE.** Before beginning work under this Agreement, Consultant shall obtain a City of Tracy Business License.

10. **INSURANCE.**
 - 10.1 **General.** Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.
 - 10.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
 - 10.3 **Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
 - 10.4 **Workers' Compensation** coverage shall be maintained as required by the State of California.
 - 10.5 **Professional Liability** "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.
 - 10.6 **Endorsements.** Consultant shall obtain endorsements to the automobile and commercial general liability with the following provisions:
 - 10.6.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."
 - 10.6.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - 10.7 **Notice of Cancellation.** Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.
 - 10.8 **Authorized Insurers.** All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
 - 10.9 **Insurance Certificate.** Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City, no later than five days after the execution of this Agreement.
 - 10.10 **Substitute Certificates.** No later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement, Consultant shall provide a substitute certificate of insurance.
 - 10.11 **Consultant's Obligation.** Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under

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*****INSERT #1*****

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this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

11. ASSIGNMENT AND DELEGATION. This Agreement and any portion of it shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated, without the City's written consent. Any attempt to assign or delegate this Agreement without the City's written consent shall be void and of no effect. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

12. MISCELLANEOUS.

12.1 Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party as follows:

To City:

To Consultant:

*****INSERT #11***information for both City and Consultant]**

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

12.2 Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

12.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

12.4 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

12.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this

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*****INSERT #1*****

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Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

- 12.6 Entire Agreement.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements.
- 12.7 Compliance with the Law.** Consultant shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.
- 12.8 Standard of Care.** Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.
- 12.9 Corporate Status.** Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. By entering into this Agreement, Contractor represents that it is not a suspended corporation. If Contractor is a suspended corporation at the time it enters into this Contract, City may take steps to have this Agreement declared voidable.

(BALANCE OF PAGE LEFT INTENTIONALLY BLANK)

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*****INSERT #1*****

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13. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

The parties agree to the full performance of the terms set forth here.

City of Tracy

Consultant

*****INSERT #5*****

By: *****INSERT #12*****
Title: *****INSERT #13*****
Date: _____

By: *****INSERT #14*****
Title: *****INSERT #15*****
Date: _____
Fed. Employer ID No. _____

Attest:

By: Nora Pimentel
Title: City Clerk
Date: _____

[Note: Depending on type of entity
more than one signature may be
required]

Approved As To Form:

By: Daniel G. Sodergren
Title: City Attorney
Date: _____

Exhibits:

- A Scope of Services, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 5.)