



City of  
**Los Banos**  
*At the Crossroads of California*

**REQUEST FOR PROPOSALS  
FOR  
CITY OF LOS BANOS  
GENERAL PLAN UPDATE 2040**

Issuance Date  
June 30, 2017

Deadline for Submissions  
August 15, 2017 at 5:00 P.M.

Contact Person  
Stacy Souza Elms,  
Community & Economic Development Director  
City of Los Banos  
520 J Street  
Los Banos, CA 93635  
(209) 827-7000 ext. 133  
[stacy.elms@losbanos.org](mailto:stacy.elms@losbanos.org)

## REQUEST FOR PROPOSALS

### City of Los Banos General Plan Update 2040

NOTICE IS HEREBY GIVEN that the City of Los Banos ("City") is issuing this Request for Proposal ("RFP") from qualified firms to prepare a strategic update of the City's General Plan and prepare the corresponding California Environmental Quality Act (CEQA) documentation. The Los Banos Housing Element 2014-2023 was recently updated in 2016, and will not be included in this update effort. The City believes that its current General Plan is in need of a strategic refreshing to comply with the State of California's 10-year update cycle and numerous changes in State Statutes that have occurred since 2010. The purpose of this RFP is to select the most qualified firm to undertake this project.

Firms are solely responsible for ensuring proposals are received by the City on or before the submittal deadline. **Proposals must be received no later than 5:00 p.m. on August 15, 2017** at the following address:

City of Los Banos  
Attn: Lucille L. Mallonee, City Clerk  
520 J Street  
Los Banos, CA 93635

Proposals submitted by facsimile or email are not acceptable and will not be considered.

Failure to comply with the requirements set forth in this RFP may result in disqualification. Proposals and/or modifications received subsequent to the hour and date specified above will not be considered. Submitted proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing before the submittal deadline. Proposals cannot be changed or withdrawn after the submittal deadline. No handwritten notations or corrections will be allowed. The responding firm is solely responsible for all costs related to the preparation of the proposal.

The City reserves the right to reject all proposals and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract.

The contract award, if any, will be made to the firm who, in the City's sole discretion, is best able to perform the required services in a manner most beneficial to the City.

Please submit all inquiries to [stacy.elms@losbanos.org](mailto:stacy.elms@losbanos.org).

## **I. INTRODUCTION**

The City of Los Banos invites proposals from qualified firms to prepare a strategic update of the City's General Plan and prepare the corresponding California Environmental Quality Act (CEQA) documentation. The process will result in the selection of one or more firms for the Consultant Team.

The City intends to use a two-step process in the selection of the Consultant Team. The proposals will first be ranked according to qualifications to perform the work as described in this Request for Proposals (RFP). Interviews will be conducted as part of the assessment process. The City will consider the top-ranked qualified respondents further, including an assessment of rates and overall costs. The City will then rank the respondents in order to determine a "most" qualified respondent.

The selected Team will work under the direction of City staff.

The City believes that its current General Plan is in need of a strategic refreshing to comply with the State of California's 10-year update cycle and numerous changes in State Statutes that have occurred since 2010.

For budgetary reasons, the City desires to complete this project over a three fiscal year period, commencing in the 2017 -18 fiscal year and ending during the 2019-2020 fiscal year (June 30, 2020).

**The deadline for submitting proposal is August 15, 2017 at 5:00 P.M.**

## **II. BACKGROUND**

**A. City of Los Banos:** The City of Los Banos, incorporated in 1907, has an estimated population of approximately 39,993 residents living in 11,059 households. At the time of the current general plan Los Banos had an estimated population of approximately 36,198 residents living in 10,470 households.

Los Banos is located on the west side of the San Joaquin Valley, in the County of Merced, 4.4 miles east of the junction of State Route 152 and Interstate 5 and has a land area of approximately 10.1 square miles.

The ethnicity composition of Los Banos, per the 2010 Census Data, is as follows: 70.4% Hispanic; 22.8% White; 2.1% Black or African American; 0.5% American Indian and Alaska Native; 2.5% Asian; 1.7% Other

The City is a "full service city" and provides a wide range of services. These services include: police and fire protection; animal control; code enforcement, water and sewer service, building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; economic development; maintenance

and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational programs.

**B. Government:** The City of Los Banos is a general law city. The City Council consists of four City Council Members elected by district and a Mayor elected at large. The City Council Members serve four-year staggered terms the Mayor serves a two-year term.

As a legislative body, the City Council is responsible for the enactment of local laws (Ordinances), the adoption of the annual City Budget and Capital Improvement Plan, and the review and adoption of proposed policies, agreements, contracts and other City business items.

The City of Los Banos has five commissions appointed by the City Council: Parks and Recreation Commission; Planning Commission; Tree Commission; Economic Development Advisory Commission; and Airport Advisory Commission. There is also a Traffic Safety Committee; Project Review Board and Measure P Citizens Oversight Board.

**C. Current General Plan:** The City's General Plan, was last updated in July 2009. The current general plan can be found at the following link: [http://losbanos.org/wp-content/uploads/2013/09/plan\\_gp\\_entire.pdf](http://losbanos.org/wp-content/uploads/2013/09/plan_gp_entire.pdf).

**D. Elements:** The General Plan covers the seven (7) mandated elements required by state law:

- Land Use Chapter 3: Land Use
- Circulation Chapter 4: Circulation
- Conservation Chapter 5: Parks, Open Space and Resources
- Open Space Chapter 5: Parks, Open Space and Resources
- Noise Chapter 6: Noise
- Safety Chapter 7: Safety
- Housing is contained in a separate volume recently updated in 2016

The current General Plan also includes other optional elements that address local concerns: Public Facilities and Utilities; Economic Development; the Open Space element has been expanded to include resources such as air quality.

All existing General Plan Elements are to be addressed by this update.

**1. Available Data and References:** While the General Plan should not be an overly complex, technical planning document, it must be based on sound information. The City desires the consultant to use available data sources and technical tools in order to minimize costs associated with new data collection efforts.

**2. GIS Layers:** The City has the following GIS layers available to the selected consultant:

- Aerial photographs
- Parcels
- City boundaries
- Building outlines
- Addresses
- General Plan designations
- Zoning designations
- Urban Plan boundary
- Sphere of Influence
- Political boundaries
- Parks
- Streets and highways
- Water, storm water, and sewer system
- Schools
- Fire and Police

**3. References:** A library of pertinent City documents and reference materials can be found at the following links:

Link to Planning Docs on City website:

[http://www.losbanos.org/city-government/departments/community-development/;](http://www.losbanos.org/city-government/departments/community-development/)

Link to Utility Master Plans:

[http://www.losbanos.org/city-government/departments/public-works/;](http://www.losbanos.org/city-government/departments/public-works/)

Link to 2010 Census data:

<https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF>

**E. Objectives/Scope:** This General Plan update is not envisioned to be a wholesale rewrite, but rather a refreshing of the 2009 General Plan. Not every element or chapter may need to be significantly updated. Further, to the extent possible, the City's desire is to utilize available data sources and technical tools to reduce costs without sacrificing quality.

The City looks forward to receiving creative and well-thought-out proposals from consultants who specialize in General Plan Updates. The following is a general description of the anticipated project components. At this point, these components should be viewed as flexible in terms of their scope and order of completion. **Consultants are, however, expected to submit a detailed work plan, including phasing and specific work tasks, through the RFP submittal to the City.** The selected Consultant will also be required to submit a final work plan to the City for approval prior to execution of a contract for this project. Staff has developed the following conceptual work plan to provide an anticipated scope of the project and to help guide the approach, process, and costs.

1. Conceptual Work Plan:

The Update should assess staff's assumption that the community vision identified in the 2030 General Plan is intact and valid. This vision is strongly linked to quality of life principles. If found valid the Update should:

- a. Continue and build upon themes and key initiatives identified in the 2030 General Plan;
- b. Evaluate existing land uses of undeveloped and underutilized parcels to assure adequate land for housing, commercial, and public facility uses;
- c. Assess the current planning boundaries;
- d. Evaluate and measure support for a Growth Management Ordinance and, if needed, suggest alternatives that are based upon clear land use goals, priority areas, and development milestones, smart growth policies and practices and focus on accommodating growth through in-fill development and well planned annexations;
- e. Respond to new planning issues and priorities such as climate change and integrating the creation of healthy communities with land use planning;
- f. Involve and consult with other government agencies such as the Los Banos Unified School District, the County of Merced, Merced Community College, UC Merced, and the various local area water districts in order to develop policies to improve coordination with these groups;
- g. Incorporate and comply with new State and local regulations; and
- h. Support economic development goals.

2. Anticipated Tasks:

- a. Audit the existing General Plan and all relevant planning documents to identify inconsistencies between them and compliance with State Law;
- b. Collect and utilize existing background information and data including City provided GIS layers;
- c. Meet with the City Council and Planning Commission to gain insight into land use issues;
- d. Receive initial direction from the City Council;

- e. Establish and implement a community outreach program;
- f. Work with City staff to refine an outline of the Updated General Plan;
- g. Consult with other regulating agencies;
- h. Develop a draft General Plan Update;
- i. Conduct necessary environmental analysis and preparation of California Environmental Quality Analysis (CEQA) compliance documentation for the General Plan Update;
- j. Develop a final Draft and CEQA document for review and consideration of adoption;
- k. Prepare a final General Plan Update incorporating all changes adopted by the City Council.

Consultants preparing proposals should not be constrained by the above outline from suggesting different and innovative approaches to the General Plan Update.

**F. Deliverables Expected:**

- 1. Administrative Draft General Plan Update – ten (10) copies
- 2. Draft General Plan Update – fifty (50) bounded copies & one (1) digital copy in both PDF and Word
- 3. Administrative Final General Plan Update – ten (10) copies
- 4. Final General Plan Update – fifty (50) bounded copies & one (1) digital copy in both PDF and Word
- 5. Administrative Draft EIR – ten (10) copies
- 6. Draft EIR – fifty (50) bound copies & one (1) digital copy in both PDF and Word
- 7. Administrative Final EIR – ten (10) copies
- 8. Final EIR – fifty (50) bound copies & one (1) digital copy in both PDF and Word
- 9. Facts and Findings and Statement of Overriding Consideration – one (1) copy & one (1) digital copy in both PDF and Word
- 10. Mitigation and Monitoring Program – to be included in Final EIR

The Los Banos General Plan Update must be a user-friendly document that is written so as to be quickly understood by the public, businesses, and developers.

The selected Consultant shall work with the City’s personnel to ensure the highest level of accuracy. All electronic documents created for the City of Los Banos General Plan Update must be compatible with Microsoft Office 2007 (Word 2007, Excel 2007, PowerPoint 2007) and ESRI GIS products. General Plan Update documents will include narrative, graphics, maps, and data required to clearly communicate (in color whenever possible) the policy intent and future land use planning direction for the City.

### **III. QUALIFICATIONS & CRITERIA**

**A. Qualifications:** The City of Los Banos will select a principal consultant for this work on the basis of qualifications and experience. The following are the minimum qualifications to be used to evaluate responses to this Request for Proposal:

1. Firm has five or more years of relevant experience performing services on similar public projects.
2. Firm is to provide, with proposal, three or more satisfactory municipal references for work performed in the past five years. Where possible include references from cities of a similar size and character to Los Banos.
3. Firm can demonstrate understanding of the project, and knowledge of the disciplines necessary to complete the project, track record of delivering General Plan Updates on time and on budget.

**B. Selection Criteria:** The following items will be used to evaluate each Consultant Team:

1. Resumes of supervisory staff that will have direct charge of the project with Educational background and qualifications.
2. General Plan experience; and demonstrated record of success on work previously performed for other government agencies.
3. Substantiating adequate staff to complete the project within the time specified in the proposal.
4. Public participation experience working with the public in formulating goals and consensus.
5. The ability to make effective public presentations of the report and/or design as may be required.
6. The ability to work effectively with City staff, other public agencies, and related parties as may be required during the course of the design, study or other services.
7. Pertinent new ideas or approaches which may be presented during the course of the selection process.
8. Where appropriate, whether the party has adequate knowledge of local conditions.

9. Whether the party has available experienced, capable and acceptable professional personnel or sub-consultants as may be pertinent to the General Plan Update.

10. The record of keeping costs within project budgets and design estimates.

11. Contract fee as negotiated and ultimately agreed upon. Price is not the sole basis for selection, but may be considered in the criteria for evaluating proposals.

#### **IV. FORMAT AND DELIVERY RESPONSE**

Submit the original signed proposal and four (4) duplicates with one digital copy. Please submit one copy of your price proposal in a **separate sealed envelope**.

The proposal should include, at a minimum, the required information in sectionalized format addressing all phases of the work in the RFP.

**A. Format:** Limit your proposal to 30 typed 8.5" x 11" pages or less on white bond paper of at least 20-pound weight single sided (excluding cover letter and attachments). You may attach company brochure materials if you wish, but these must be as separate attachments and independent from the required elements noted below.

1. Use a conventional serif or sans serif typeface with a minimum font size of 12 points. Use a 1" margin on all borders.

2. Organize your submittal in the order described below.

3. Provide one (1) unbound original of your firm's response and one electronic version (*PDF must be in MS compatible CD*).

4. Prominently label the package: "2040 General Plan Update" and include the name of the respondent.

**Deliver the response to:**

**City of Los Banos**

Attn: Lucille L. Mallonee, City Clerk

520 J Street

Los Banos, CA 93635

5. The response is due on or before **5:00 p.m., August 15, 2017**. Late responses will not be accepted. Proposals submitted by facsimile or email are not acceptable and will not be considered.

6. If you have any questions please contact Community and Economic Director Stacey Souza Elms 209 827-7000 extension 133.

**B. Cover Letter:** An original cover letter signed by an officer authorized to contractually bind your firm. The cover letter should also include: the identification of the firm, including the name, address and telephone number of the firm; proposed working relationship among the firm and any subcontractor(s), if applicable; name, title, address and telephone number of a contact person during the proposal evaluation period; and a statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.

**C. Introduction:** Present an introduction of the proposal and your understanding of the project and significant steps, methods and procedures to be employed by your firm to ensure quality end products that can be delivered within the required time frames and your identified budget.

**D. General Scope of Work:** Briefly summarize the scope of work as your firm perceives or envisions it.

**E. Work Plan:** Present concepts for conducting the conceptual work plan and interrelationship of all products. Define the scope of each task including the depth and scope of analysis or research proposed.

**F. Specific Work Products:** Identify the specific end products which will be submitted. Include concepts as to the form and content of each work product.

**G. Proposed Schedule:** Present a comprehensive schedule reflecting time frames and milestones for completing each phase and task. Include key decision points, interviews, workshops and Public Hearings. It is expected the General Plan Update, and environmental review process will be completed over three fiscal years, commencing in the 2017 -18 fiscal year and ending during the 2019-2020 fiscal year (June 30, 2020). The Consultant shall agree to provide a weekly status report to the City reflecting the project's progress.

Proposals shall provide a detailed schedule for the completion of services. Time frames should be stated in terms of the number of calendar days or weeks required to complete the specified tasks using an anticipated start date of between November 1, 2017 and January 1, 2018. The schedule should identify the periods as the total elapsed time from the anticipated start date. The schedule should identify the fiscal year within which the specified tasks will occur using an anticipated start date of November 1, 2017 and January 1, 2018. The schedule should track the independent timing for each of the different documents to be developed, reviewed, and adopted. The schedule should include a rough outline of the interviews, community workshops, and Public Hearings to be included in the process. For budgetary reasons, the City desires to complete this project over three fiscal years, commencing in the 2017-18 fiscal year and ending during the 2019-2020 fiscal year (June 30, 2020).

**H. Estimated Cost and Hourly Rate Schedule:** Although an important aspect of consideration, the financial cost estimate will not be the sole justification for

consideration. The City does expect a fair and reasonable project cost, backed by itemization of how the costs per phase and task were developed.

Present the total expected cost and breakdown in estimated hours. Provide separate budgets (stand alone) for the preparation of the General Plan Update, and for the preparation of the necessary CEQA documentation. Provide a separate budget for the total expected cost for each fiscal year commencing in the 2017-18 fiscal year and ending during the 2019-2020 fiscal year (June 30, 2020). Include an Hourly Rate Schedule for all key personnel expected to play a part in the work products. Prices shall represent the cost of finished products and cost estimates shall identify expenditures for graphics, base maps, public meeting and hearing participation, printing, legal notices, postage, mailing, advertising and other incidental and administrative costs. The City shall not, in any event, be liable for any pre-contractual expenses incurred by any firms.

Proposals shall include costs for the completion of each major task in the work program. Each task should clearly identify who will be primarily responsible for completing the task. This section should include billing and expense reimbursement rates. Costs should be segregated into a time and materials rate schedule and a not-to-exceed maximum amount for all work. Indicate hourly rates of individuals involved, number of hours for each component, task or product, and the fee structure for additional work outside of the contract and optional items. A time and materials rate schedule should also be provided for use in negotiating any Changes in Work required during the course of the contract. Cost information shall be submitted in a separate sealed envelope.

Negotiations may or may not be conducted with the firm; therefore, the proposal submitted should contain the firm's most favorable terms and conditions, since selection and award may be made without discussion with any firm. All prices should reflect "not to exceed" amounts per item.

**I. Qualifications and Ability of the Consultant to Perform:** Provide a detailed description of your firm and its qualifications including names, titles, detailed professional resumes and past experience in similar work efforts/products of key personnel who will be working on the project. Provide a list of specific related work projects which have been completed by your firm that are directly related to the project described in this RFP. Note the specific individuals who completed such project(s). Identify role and responsibility of each member of the project team. Include the amount of time key personnel will be involved in the respective portions of the project. Respondents are encouraged to supply relevant examples of their professional product. Provide a list of references.

The project manager and key personnel, including those of any subcontractor, shall be designated. The person(s) who will attend and facilitate public meetings and presentations should be identified and should be the same persons making any presentations to City Staff during the selection process. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants shall be listed. Their responsibilities should be included in the proposal, if necessary. There shall

be no changes in the project manager, sub-consultants, or key staff without approval of the City.

## **V. SCHEDULE FOR SELECTION AND AWARD**

The following *tentative* schedule is anticipated with regard to this RFP:

<b>Phase</b>	<b>Date</b>
Release of RFP	June 30, 2017
Request for clarification due	August 1, 2017
Clarification response provided	August 8, 2017
Proposal submittal deadline	August 15, 2017 by 5:00 p.m.
Oral interviews (conducted at City's discretion)	August 28, 2017 (week of)
City Council award of contract	September 20, 2017
Notice to Proceed	November 1, 2017-January 1, 2018

Proposals arriving after the specified date and time will not be considered, nor will late proposals be opened. Each firm assumes responsibility for timely submission of its proposal.

The City reserves the right to change this schedule and/or discontinue the RFP process at any time.

## **VI. EVALUATION**

Proposals will initially be evaluated by City staff to verify the qualifications of the consultant and the appropriateness of the proposal for meeting the City's needs. The proposals which are found qualified based on this initial evaluation will be reviewed for the costs proposed. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding firms and/or to award a contract without conducting interviews.

A recommendation for consultant selection will be made to the City Council based on City staff's "best value" evaluation of the proposals/qualifications, which will take into account the consultant team's qualifications, comparable experience and cost, as well as consultant's availability to undertake the project, complete the tasks timely and deliver a high-quality work product, and ability to comply with the City's standard professional services agreement.

All interested parties are encouraged to submit proposals to the RFP, as the award is not based solely on the lowest cost proposal submitted. Total cost will be taken into consideration, but the Proposer's capabilities, competence and capacity will be considered as well. The City reserves the right to choose the overall best firm according to the City's criteria. The City, and its designated representatives, shall be

the sole judge of its own best interest, the proposal, and the resulting negotiated agreement. The City's decisions will be final.

The above factors, along with other factors that the City may deem appropriate, will be used to identify the proposal that represents the best value, which will be the basis for the contract award.

The decision of whether to award a contract and selection of a consultant will be in the sole discretion of the City Council.

## **VII. ADDENDA, CHANGES, AND AMENDMENTS TO THIS SOLICITATION**

At any time prior to the due date for responses, the City may make changes, amendments, and addenda to this solicitation, including changing the date due to allow respondents time to address such changes. Addenda, changes, and amendments, if made, will be posted on the City's website ([www.losbanos.org](http://www.losbanos.org)), which is deemed adequate notice.

## **VIII. FORM OF CONTRACT**

The City's standard form of contract shall be used, and includes other provisions not described here. A standard professional service contract is attached for reference (Attachment A). ***Please review this very carefully and note in body of response any exceptions or alterations to the agreement. Alterations or changes to the agreement which were not in the Consultant Team's response will not be made after the selection of the Consultant Team.*** This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal footing.

## **IX. RIGHT BY THE CITY TO WITHDRAW THIS REQUEST**

The City may, at its sole discretion and for any reason whatsoever, withdraw this solicitation at any time.

## **X. SPECIAL CONDITIONS**

**A. Reservations:** This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. No payment of any kind will be provided to the firm responding to this RFP, or parties they represent, for obtaining any of the information solicited.

**B. Public Records:** All proposals submitted in response to this RFP become the property of the City. Information in the proposal, unless specified as trade protected, may be subject to public review. Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will

be neither accepted nor honored. Proprietary information submitted in response to this RFP will be handled in accordance with the California Public Records Act.

**C. Right to Cancel and Amend:** The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all firms will be notified in writing.

**D. Proposer's Questions:** The City will not give verbal answers to inquiries regarding information in this RFP, or verbal instructions prior to the submission deadline. All clarifications shall be submitted in writing. A verbal statement regarding same by any person shall be non-binding. The City is not liable for any increased costs resulting from the consultant accepting verbal directions. Any explanations desired by a consultant must be requested of the City representative in writing no later than August 1, 2017 at 5:00 p.m.

Inquiries concerning the Request for Proposal must be made to:

Stacy Souza Elms  
Community and Economic Development Director  
520 J Street  
Los Banos, CA 93635  
(209) 827-7000 ext. 133  
[stacy.elms@losbanos.org](mailto:stacy.elms@losbanos.org)

**E. Additional Information:** The City reserves the right to request additional information and/or clarification from any or all vendors.

**F. Conflict of Interest:** Firm covenants that the company, its officers, employees and/or agents presently have no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services requested herein by the City. Firm further covenants that, in the performance of any contract or agreement resulting from this RFP, no subcontractor or person having such an interest shall be employed. Firm certifies that to the best of vendor's knowledge, no one who has or will have any financial interest under any contract or agreement resulting from this RFP is an officer or employee of the City.

**G. Release of Public Information:** Firms who respond to this RFP who wish to release information to the public regarding selection, contract award or data provided by the City must receive prior written approval from the City before disclosing such information to the public.

**H. Non-Assignment:** If a contract is awarded, the selected firm shall neither assign, nor delegate, in part or in whole, any duties without the prior written consent of the City which shall not be unreasonably withheld.

**I. Collusion:** Each firm certifies that the company, its officers, employees and/or agents are not a party to any collusive action, fraud, or any action that may be in violation of the Sherman Antitrust Act. The firm certifies that the company, its officers, employees and/or agents have not offered or received any kickbacks or inducements from any other bidding vendor, supplier, manufacturer, or subcontractor in connection with the proposal and that the company, its officers, employees and/or agents have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. Any or all bids shall be rejected if there is any reason to believe collusion exists among the bidding vendors. More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidding firm has interest in more than one proposal for the work being proposed may result in rejection of all bids in which the bidding firm is believed to have interest.

**J. Debarment:** By submitting a proposal, the firm certifies that the company is not currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of California, and that it is not an agent of a person or entity that is currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of California.

**K. Equal Employment Opportunity Compliance:** The selected firm shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The firm shall take affirmative action to ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age, or physical handicap.

**L. Right to Audit:** The selected firm shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The selected firm shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract or service agreement and the subsequent three-year period for examination, transcription, and audit by the City or its designees.

**ATTACHMENT A**  
Standard Professional Services Template

**PROFESSIONAL SERVICES AGREEMENT**

*FOR <<Description of Services>> SERVICES*  
[<<Consultant Name>>]

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the City of Los Banos, a municipal Corporation (herein referred to as “City”) and <<Consultant Name>> (herein referred to as “Consultant”).

RECITALS

A. WHEREAS, City proposes to have Consultant perform the services described herein below; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

D.WHEREAS, City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

C. WHEREAS, City and Consultant desire to contract for specific services described below and desire to set forth their rights, duties and liabilities in the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. **Term.** <<The term of this Agreement shall commence upon execution of this Agreement and City's issuance to Consultant a notice to proceed for all or a portion of the work and shall terminate upon City's acceptance and payment for all or such portion of the work as was authorized by such notice, unless terminated earlier as set forth herein.>>

[ALTERNATIVE]

<<The term of this Agreement shall commence on the above written date, and shall terminate on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, unless terminated earlier as set forth herein.>>

2. **Scope of Services.** <<Consultant shall provide the professional services described in the City’s Request for Proposal (“RFP”) attached hereto as **Exhibit** \_\_ and incorporated herein by reference and Consultant’s Response to City’s RFP (the “Proposal”). A copy of said Proposal is attached hereto as **Exhibit** \_\_ and incorporated herein by this reference.>>

[ALTERNATIVE]

<< Consultant shall diligently perform all the services described in the Scope of Services attached hereto as **Exhibit** \_\_ and incorporated herein by reference. The City may elect to delete certain tasks of the Scope of Services at its sole discretion.>>

Notwithstanding services described above, the City may request and Consultant may agree to perform other services. The scope of such services and compensation shall be agreed to in writing, signed by both parties and shall become a part of this Agreement.

2.1. All professional services shall be performed by Consultant or under Consultant’s supervision. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Consultants in accordance with sound professional practices.

2.2 Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

3. **Time of Performance.** <<Time is of the essence in the performance of services under this Agreement and the services shall be performed to completion in a diligent and timely manner. The failure by Consultant to perform the services in a diligent and timely manner may result in termination of this Agreement by City.>>

[ALTERNATIVE]

<< Time is of the essence in the performance of services under this Agreement and Consultant shall perform the services in accordance with the Project Schedule attached hereto as **Exhibit** \_\_ and incorporated herein by reference. The failure by Consultant to strictly adhere to the schedule may result in termination of this Agreement by City.>>

Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant’s reasonable control. However, in the case of any such delay in the services to be provided for the Project, each party hereby agrees to provide notice to the other party so that all delays can be addressed.

4. **Compensation.** <<City shall pay Consultant for the services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Pricing Proposal submitted by Consultant attached hereto as **Exhibit** \_\_ and incorporated herein by reference. Consultant’s compensation for all work performed in accordance with this Agreement, including all reimbursable items and sub Consultant fees, shall not exceed <<dollar amount>> unless authorized in writing by the City and approved by the City Council.>>

[ALTERNATIVE]

<< Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit \_\_** attached hereto and made a part of this Agreement (the “Fee Schedule”). Consultant’s compensation shall in no case exceed <<dollar amount.>>>>

[ALTERNATIVE]

<< City shall pay Consultant for the services on a time and expense not-to-exceed basis in accordance with the provisions of and the Project Budget this Section and the Staff Hour and Fee Estimate as well as the Consultant’s Schedule of Charges as set forth in **Exhibit \_\_** and incorporated herein by reference. Consultant’s compensation for all work performed in accordance with this Agreement, including all reimbursable items and sub consultant fees, shall not exceed <<dollar amount>> without additional authorization from City.>>

4.1 Consultant shall submit monthly invoices to City describing the work performed the preceding month. Consultant’s bills shall include the name of the person who performed the work, a brief description of the services performed and the specific Task in the Scope of Services to which it relates, the date the services were performed, the number of hours spent on all work billed on an hourly basis, and a description of any reimbursable expenditures. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City. City shall pay Consultant no later than thirty (30) days after receipt of the monthly invoice by the City.

4.2 City shall reimburse Consultant only for those costs or expenses specifically approved in this Agreement, or specifically approved in advance by City. Unless otherwise approved, such costs shall be limited and in accordance with Schedule of charges set forth in the Proposal attached hereto as **Exhibit \_\_** and incorporated herein by reference.

4.3 Consultant shall not receive any compensation for Additional Work without the prior written authorization of City. As used herein, “Additional Work” means any work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Additional Work shall be billed in accordance with the Billing Rates as set forth in **Exhibit \_\_** and on the terms set forth in this Article 4.

5. **Contract Administration.** The << identify city representative by title>> shall have the authority to act for City under this Agreement. The <<identify city representative by title>> or his/her authorized representative shall represent City in all matters pertaining to the services to be rendered pursuant to this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall have the authority to act for Consultant under this Agreement.

6. **Project Managers.** City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated <<name of project manager>>, to be its Project Manager. Consultant shall not remove or reassign the Project

Manager without the prior written consent of City. City's approval shall not be unreasonably withheld.

7. **Indemnification.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents and employees (collectively, the "Indemnified Parties) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever, which may arise from or in any manner relate (directly or indirectly) to any work performed or services provided under this Agreement (including the negligent and/or willful acts, errors and/or omissions of Consultant, its principals, officers, agents, employees, vendors, suppliers, Consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

8. **Insurance.** Without limiting Consultant's indemnification of City, and prior to commencement of work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, a policy or policies of liability insurance of the type and amounts described below and in a form satisfactory to City.

A. **Certificates of Insurance.** Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Insurance certificates must be approved by the City Attorney prior to commencement of performance or issuance of any permit. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement.

B. **Signature.** A person authorized by the insurer to bind coverage on its behalf shall sign certification of all required policies.

C. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City Attorney.

D. Coverage Requirements.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Consultant's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

iii. Automobile Liability Coverage. Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident. If Consultant owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

iv. Professional Errors and Omissions Insurance. Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement. The cost of such insurance shall be included in Consultant's bid.

E. Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant.

ii. This policy shall be considered primary insurance as respects to City, its elected or appointed officers, officials, employees, agents and volunteers as respects to all claims, losses, or liability arising directly or indirectly from the Consultant's operations or services provided to City. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and not contributory with the insurance provided hereunder.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against City, its elected or appointed officers, officials, employees, agents and volunteers.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits, by either party except after thirty (30) calendar days (10 calendar days written notice of non-payment of premium) written notice has been received by City.

8.1 Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

9. **Nondiscrimination.** In the performing of this Agreement, Consultant shall not discriminate against any subcontractor, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation race, religion, color, national origin, handicap, ancestry, sex or age.

10. **Independent Contractor.** It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's

employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the services.

10.1 The Consultant shall at all times remain an independent Contractor with respect to the services to be performed under this Agreement and shall be responsible for the payment of Federal and State Employer Withholding Taxes, Unemployment Insurance Taxes, FICA Taxes, Retirement, Life and/or Medical Insurance, and Worker's Compensation Insurance for the employees of the Consultant or any other person performing services under this Agreement. Consultant and its employees are not entitled to the rights or benefits afforded to City's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Consultant agrees to indemnify and hold City harmless from any claims, costs, losses, fees, penalties, interest, or damages suffered by City as a result of any claim by any person or entity contrary to the provisions of this Section 10.

11. **Ownership of Documents.** All documents, information and materials of any and every type prepared by the Consultant pursuant to this Agreement shall be the property of the City. Such documents shall include but not be limited to all findings, reports, documents, information and data including, but not limited to, electronic media, computer tapes or discs, files, and tapes furnished or prepared or accumulated by the Consultant in performing work under this Agreement, whether completed or in process.

12. **Confidentiality.** All City information disclosed to Consultant during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by City, excepting that information which is public record and subject to disclosure pursuant to the Public Records Act, or otherwise required by law. All documents, including drafts, notes and communications that result from the services in this Agreement, shall be kept confidential unless City authorizes in writing the release of information, excepting that information which is public record and subject to disclosure pursuant to the Public Records Act, or otherwise required by law..

13. **Access to Records.** Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses relate to such access and inspection activities, which shall be considered to be an additional service to the City, subject to the provisions of Section 4 hereinabove.

14. **Conflict of Interest.** The Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

If subject to the Act, Consultant shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

Consultant represents that neither Consultant, nor any of its employees, agents or subcontractors, have a conflict of interest with respect to the work to be performed under this Agreement, nor shall such individuals, during this term of this Agreement, acquire any interest, which would conflict in any manner with the performances of services hereunder.

15. **Assignment.** This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

16. **Compliance with Laws, Rules, Regulations.** Consultant shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

17. **Integration; Amendment.** This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing sign by both parties.

18. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

19. **Waiver/Validity.** Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. The acceptance by the City of the performance

of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.

20. **Jurisdiction.** City and Consultant agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the County of Merced.

21. **Notice.** Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

To City:  
City of Los Banos  
520 J Street  
Los Banos, California 93635  
Attn: <<name>>

To Consultant:  
<<consultant>>  
<<address>>  
<<city, state, zip>>  
Attn: <<name>>

Nothing hereinabove shall prevent either City or Consultant from personally delivering any such notices to the other.

22. **Termination.** City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving written notice of such termination to Consultant. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. In the event of such termination, Consultant shall be entitled to compensation for all services rendered and work performed for City to the date of such termination.

23. **Order of Precedence.** In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

<<consultant>>

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
by: <<name and title>>

**CITY OF LOS BANOS, a California  
municipal corporation**

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
by: <<name and title>>

**ATTEST:  
CITY CLERK**

\_\_\_\_\_  
Lucille L. Mallonee, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
William A. Vaughn  
City Attorney