

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this ____ day of _____, 20____, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and Provost & Pritchard Engineering Group, Inc. d.b.a. Provost & Pritchard Consultant Group, a California corporation ("Consultant").

RECITALS

A. Consultant is professionally trained, experienced, and competent to perform the professional services required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.

C. City desires to retain Consultant to render the professional services set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the contract planning services described in the Request for Proposal attached as **EXHIBIT 'A'** that is incorporated by this reference, and pursuant to the Proposal submitted by Consultant dated April 10, 2025, and attached hereto as **EXHIBIT 'B'**. Consultant shall provide these services at the time, place, and in the manner specified in **EXHIBIT 'C'**, subject to the direction of the City through its staff that may be provided from time to time. Performance of the contract planning services is sometimes referred to herein as "the Project."

2. Work Through City Staff. Consultant shall perform its services pursuant to this Agreement solely through City staff. No communications, information, or documentation shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Consultant from the applicant. All requests shall be noted to City in a timely manner.

3. Time of Performance. Consultant's services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as **EXHIBIT 'C'**. All work shall be completed no later than **December 31, 2028**. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.

4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** per City fiscal year and **THREE HUNDRED THOUSAND DOLLARS (\$300,000)** for the term of

this agreement ending on December 31, 2028. Consultant shall invoice City for services rendered in accordance with the Costs Sheet and Rates included in **EXHIBIT 'C'**. Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

5. Method of Payment. Consultant shall submit monthly billings to City specifying and describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures. Full payment of each task will only be made at such time as each task is completed.

City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if Consultant fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

6. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents; Confidentiality.

A. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work. City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose. Consultant shall be released of liability for any unauthorized modification or use of such information by the City.

B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. These materials shall not, without the City's prior written consent, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished

to Consultant that is otherwise known to Consultant, or is generally known, or has become known to the related profession shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the Project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Consultant's Books and Records.

A. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

B. Consultant shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address specified in Section 16 of this Agreement.

D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, Consultant shall act as and be an independent contractor and not an agent, or employee of the City. Consultant shall obtain no rights to retirement or other benefits that accrue to City's employees, and Consultant expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

A. Consultant represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and
- (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant.

A. City is relying upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's area of practice in the State of California.

B. The primary provider of the services required by this Agreement shall be Dawn Marple, Principal in Charge. A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

13. Compliance with Laws. Consultant shall use the customary and ordinary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Consultant to practice its profession.

15. Indemnification and Hold Harmless. Consultant agrees to indemnify and hold harmless the City, its officers, officials, agents, employees, and authorized volunteers, from and against claims, demands, actions, losses, damages, injuries, and liability, direct (including costs and expenses in connection therewith), to the extent, but only caused by Consultant's negligent acts, or errors or omissions for performance of services under this Agreement, or Consultant's negligent failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim caused by the active negligence or willful misconduct of the City, its officers, agents, employees, or authorized volunteers.

16. Insurance Requirements.

A. Job specific insurance requirements can be found on the attached Attachment 4. Other insurance provisions can be found below:

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

- (1) The City, its elected and appointed officers, officials, employees, agents and authorized volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work.
- (2) The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- (3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of professional liability of the insuring company.
- (4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.
- (5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.
- (6) The insurance provided by the policy shall not be suspended, voided, canceled, or in limits except after 30 days written notice has been received by the City.
- (7) The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. Consultant shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance

of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Manteca
 1001 W. Center Street
 Manteca, CA 95337
 Attention: Director of Development Services

If to Consultant: Provost & Pritchard Consultant Group
 455 W. Fir Avenue
 Clovis, CA 93611
 Attention: Sara Allinder

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

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

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. Consultant acknowledges that it has not employed or retained any person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has neither paid nor agreed to pay any 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 any breach or violation of this acknowledgment, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period 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.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. 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.

30. Precedence. In case of conflict between Consultant's Proposal/Consultant's attachments and the City's Agreement/City's attachments, the City's Agreement and City's attachments shall take precedence over Consultant's proposal/Consultant's attachments.


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TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:

Toni Lundgren,
City Manager

CONSULTANT:



Provost & Pritchard Consultant Group
Sara Allinder
Principal Planner/Director of Operations

ATTEST:

Cassandra Candini-Tilton,
Director of Legislative Services

COUNTERSIGNED:

Matthew Boring
Director of Finance

COUNTERSIGNED:

Stephanie Van Steyn,
Director of Human Resources

APPROVED AS TO FORM:

Kousha Mckeenejad
Deputy City Attorney

EXHIBIT 'A'
REQUEST FOR PROPOSAL



City Of Manteca – Development Services Department

Request for Proposal (RFP) for Professional Services

Title: Planning Support Staffing Services

RFP Issued: Thursday, March 13, 2025

RFP Submittal Deadline: 8:00am - 1:00pm, Thursday, April 10, 2025

RFP Submittal Method: via email

Contact: Jesus R. Orozco, Deputy Director

(Email address): jorozco@manteca.gov

**CITY OF MANTECA
1215 W. Center Street, Suite 201
Manteca, CA 95337
(209) 456-8550**

REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICES

TITLE: PLANNING SUPPORT STAFFING SERVICES

1. Introduction:

The City of Manteca (the City), Planning Division is responsible for current and long range planning for the City. Examples of the division's work include; reviewing and approving land-use and development proposals, implementing the City's General Plan, administering the Zoning Ordinance, processing updates and amendments to the General Plan and Zoning Ordinance, creating master plans, ensuring compliance with State and Federal mandates regarding development, land divisions, and environmental review, and acting as staff for the City's Planning Commission. Due to fluctuating workloads and limited staffing, it is necessary at times to employ third party agency services on some projects to maintain reasonable response times. With the improvement in the economy, and several projects planned for the near future, third party services will be necessary to avoid a reduction in service to the community as workload increases. Responsive bids must be submitted **via email on Thursday, April 10, 2025, between 8:00 am and 1:00pm.**

2. ATTACHMENTS

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

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

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

3. INSTRUCTIONS TO PROPOSERS

3.1 Examination of Proposal Documents

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- 3.1.1 Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of this proposal.
- 3.1.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 3.1.3 Represent that all information contained in the proposal is true and correct.
- 3.1.4 Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- 3.1.5 Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make these

inquiries, and to provide any and all related documentation in a timely manner.

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

3.2 Addenda/Clarifications

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by the City no later than 1:00 p.m., Monday, March 17, 2025. Correspondence shall be emailed to jorozco@manteca.gov. Responses from the City will be communicated in writing, via email, to all recipients of this RFP. Inquiries received after the date and time stated will not be accepted and will be returned to senders without response. All addenda shall become a part of this RFP and shall be acknowledged on the Proposer's Form. The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

3.3 Submission of Proposals

A) All proposals shall be submitted via email to:

jorozco@manteca.gov

Subject line: Manteca Planning RFP from [Name of Proposer]

Proposals must be submitted as a single file PDF document to the email listed above **ON** Thursday, April 10, 2025, between 8:00 am and 1:00 p.m. All proposals received outside the date and time frame will not be accepted.

B) All proposals submitted will not be discussed or reviewed until the close of the deadline.

3.4 Withdrawal of Proposals

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

3.5 Rights of the City of Manteca

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

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Remedy technical errors in the Request for Proposals process;

- Approve or disapprove the use of particular sub consultants;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

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

4. PROPOSED TENTATIVE TIMELINE

The tentative RFP timeline is as follows:

RFP Issued Thursday, March 13, 2025

Deadline for questions, clarifications 1:00 p.m., Monday, March 24, 2025

Proposals Due 8:00 am to 1:00 p.m., Thursday, April 10, 2025

Interview / Proposals begins week of April 28, 2025¹

Consultant selection and contract preparation begins week of May 5, 2025¹

City Council Presentation and Contract award May 2025¹

Work commences July 2025

¹ Dates are tentative and are subject to change based on City needs and budget.

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

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget.

Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

All proposals shall address the following items in the order listed below and shall be numbered 1 through 5 in the proposal document.

5.1 Chapter 1 – Proposal Summary

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

5.2 Chapter 2 – Profile on the Proposing Firm(s)

This Chapter shall include a brief description of the Prime Proposer's firm size as well as the proposed local organization structure. Include a discussion of the Prime Proposer

firm's financial stability, capacity and resources. Include all other firms participating in the Proposal, including similar information about the firms.

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

5.3 Chapter 3 – Qualifications of the Firm

- A) This Chapter shall include a brief description of the Proposer's and sub-Proposer's qualifications and previous experience on similar or related projects. Provide descriptions of no less than four (4) and no more than six (6) pertinent project experience with other public municipalities that includes a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for the project. Please include sample resumes and qualifications and a complete project matrix.

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

- B) Provide a list of past and current clients for whom your firm has provided on-call planning services and/or planning staffing support services. The list must include a contact person, title, phone number, and email.

5.4 Chapter 4 – Proposal Exceptions

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

5.5 Chapter 5 – Proposal Costs Sheet and Rates

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

Please clearly specify the hourly rate for the following:

Planning Staff Services

- Assistant Planner
- Associate Planner
- Senior Planner
- Planning Manager

- GIS Technician
- Hourly Planning Services
- Overtime Rate
- Any other proposed flat rate services

PLEASE NOTE: The City of Manteca does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

6. CONTRACT TYPE AND METHOD OF PAYMENT

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

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

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

Insurance Requirements

The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment D.

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

7. REVIEW AND SELECTION PROCESS

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

- 7.1 Thoroughness and understanding of the tasks to be completed:
- 7.2 Background and experience with similar work projects/analyses:
- 7.3 Recent public sector experience, preferably in a municipal setting:
- 7.4 Demonstrated knowledge and experience in local Planning and Entitlement review and processing:
- 7.5 Staff experience and overall experience of personnel assigned to work:
- 7.6 Cost:
- 7.7 Familiarity with the City of Manteca:

The selection committee will make a selection and accept the successful proposal. The acceptance of the proposal will be evidenced by written Notice of Award to the successful Proposer.

8. ORAL INTERVIEWS

Proposers may be required to participate in an oral interview. The oral interview will be a panel comprised of members of the selection committee and will be conducted via Zoom and will not be held in person.

Proposers may only ask questions that are intended to clarify the questions that they are being asked to respond.

Each Proposer's time slot for oral interviews will be determined randomly.

Proposers who are selected shall make every effort to attend. If representatives of the City experience difficulty on the part of any Proposer in scheduling a time for the oral interview, it may result in disqualification from further consideration.

9. PUBLIC NATURE OF MATERIALS

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

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

10. COLLUSION

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

11. DISQUALIFICATION

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

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

12. NON-CONFORMING PROPOSAL

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

13. GRATUITIES

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

14. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT A PROPOSAL

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

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

City of Manteca – RFP for Professional Planning Services

Attachment A

Proposer's Information Form

PROPOSER (please print):

Name: _____

Address: _____

Telephone: _____ Email: _____

Contact person, title, email, and telephone: _____

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

☐ Individual☐ Joint Venture☐ Partnership☐ Corporation

When incorporated? _____

In what state? _____

When authorized to do business in California? _____

☐ Other (explain): _____**ADDENDA**

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

Addendum number(s) received: ☐ 1; ☐ 2; ☐ 3; ☐ 4; ☐ 5;**Or, _____ No Addendum/Addenda Were Received (check and initial).****PROPOSER'S SIGNATURE**

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

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

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

Date: _____

 Proposer's Signature

 Proposer's typed name and title

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

 Partnership or Joint Venture Name (type or print)

Date: _____

 Member of the Partnership or Joint Venture signature

Date: _____

 Member of the Partnership or Joint Venture signature

3. If Proposer is a **CORPORATION**, the duly authorized officer shall sign as follows:
 The undersigned certify that he/she is respectively:

 Signature and _____
 Title

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

 Corporation Name (type or print)

By: _____ Date: _____

Title: _____

City of Manteca – RFP for Professional Services

Attachment B – Scope of Work

Scope of Services

Consultant will be asked to assist with the following tasks:

1. Provide Planning Support Staffing Services for:
 - Review, process, and/or manage planning development applications.
 - Assist with the review and/or prepare CEQA studies, reports, and notices.
 - Research, review, and/or prepare reports, memorandums, and studies.
 - Coordinate and correspond with City staff, external agencies, project applicant's and consultants.
 - Assist with other duties pertaining to planning projects, policy development, and/or planning operations.
 - Meet and/or present before City Council, Planning Commission, or community members.
2. All tasks must be performed in time and form with applicable Department Standard Operating Procedures (SOP). The City reserves the right to modify or deviate from SOP before and/or during tasks being performed.

Description of Project

Located 76 miles east of San Francisco and 58 miles south of Sacramento, Manteca is a community of approximately 93,000 residents. Part of the San Joaquin Valley Area, Manteca is located within San Joaquin County.

The Planning Division of the Development Services Department aspires to facilitate development that is innovative, smart, and practical for the City, where the natural environment is protected, where it's a good place to do business, where excellent services are provided, where residents have a say in government, and to ensure that all development projects adhere to all State and Local Laws and Ordinances.

The project consists of providing as needed Planning Staff Support Services that will support the City of Manteca's Planning Division.

Examples of the Division's work include:

- Reviewing and approving land-use and development proposals, implementing the City's General Plan, administering the Zoning Ordinance, processing updates and amendments to the General Plan and Zoning Ordinance, creating master plans, ensuring compliance with State and Federal mandates regarding development, land divisions, and environmental review, and acting as staff for the City's Planning Commission.

- The day-to-day functions of the Planning Division include: providing information to the public concerning zoning and land-use regulations, development standards, flood-plain designations, and demographics, processing applications for Temporary Use Permits, Home Occupation Permits, and Large Family Day Care Permits, as well as authorizing zoning clearances for business licenses.
- Researching, reviewing, and/or preparing reports, memorandums, or studies pertaining to planning projects, policy development, and/or planning operations.

City of Manteca – RFP for Professional Services

Attachment C – Sample Agreement for Professional Services

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this ____ day of _____, 20____, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and _____, a _____ corporation ("Consultant").

RECITALS

A. Consultant is specially trained, experienced, and competent to perform the professional services required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.

C. City desires to retain Consultant to render the professional services set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the _____ services described in the attached Exhibit A that is incorporated by this reference, and pursuant to the Proposal submitted by Consultant dated _____, and attached hereto as Exhibit B. Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that may be provided from time to time. Performance of the _____ services is sometimes referred to herein as "the Project."

2. Work through City Staff. Consultant shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Consultant from the applicant. All requests shall be noted to City in an expeditious manner.

3. Time of Performance. The length of this contract shall be for two years. The contract may be extended for an additional three (3) one year terms with agreement of the City and Contractor for a total of five years possible.

Contractor's services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities. Failure to submit work products in accordance with the Schedule of Activities, attached hereto as Exhibit A may result in the City withholding payments. Repeated failure to complete work products may result in a reduction of the total compensation provided for in Section 4 herein.

4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed _____ DOLLARS (\$_____). Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

5. Method of Payment. Consultant shall submit monthly billings to City specifying and describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed and the date the services were performed.

City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if Consultant fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

6. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents; Confidentiality.

A. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work. City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. These materials shall not, without the City's prior written consent, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to Consultant that is otherwise known to Consultant, or is generally known, or has become known to the related profession shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the Project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Consultant's Books and Records.

A. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

B. Consultant shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address specified in Section 16 of this Agreement.

D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, Consultant shall act as and be an independent contractor and not an agent, or employee of the City. Consultant shall obtain no rights to retirement or other benefits that accrue to City's employees, and Consultant expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

A. Consultant represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and

- (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant.

A. City is relying upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

B. The primary provider of the services required by this Agreement shall be _____. A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

13. Compliance with Laws. Consultant shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Consultant to practice its profession.

15. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of Consultant's performance of this Agreement, or Consultant's failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim arising out of the active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Insurance Requirements.

Job specific insurance requirements can be found on the attached Exhibit 1. Other insurance provisions can be found below:

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

- (1) The City, its elected and 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, including materials, parts, or equipment furnished in connection with such work.

- (2) The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- (3) The insurance shall apply to 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.
- (4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.
- (4) The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.
- (7) The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. Consultant shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:	City 1001 Manteca, Attention: _____	of W. CA	Center Attention: _____	Manteca Street 95337
If to Consultant:	_____ _____ _____ Attention: _____			

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

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

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall be brought in a state or federal court in the County of San Joaquin.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has neither paid nor agreed to pay any 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 any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period 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.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. 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. Consultant shall comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or later enacted.

30. Precedence. In case of conflict between Consultant's Proposal dated ____ and this Agreement (which includes Exhibit A and Exhibit C) this Agreement and its exhibits shall take precedence over Consultant's proposal.

This Space Purposely Left Blank

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA,
a public body, corporate and politic

CONSULTANT:

a _____ corporation

By: _____
Name: _____
Title: Mayor

By: _____
Name: _____
Title: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM:

City Attorney

City of Manteca – RFP for Professional Services

Attachment D

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

INSURANCE REQUIREMENTS

Consultants shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

Minimum Limits of Insurance: Coverage shall be at least as broad as:

Commercial General Liability

- Commercial General Liability Insurance with \$1,000,000 minimum limit per occurrence.
- If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Commercial General Liability Additional Insured Endorsement naming the following as insured **on 2001 or earlier issued endorsement forms:**
“City of Manteca, its officers, officials, employees, agents, and volunteers”.

Automobile Liability

If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than:

- Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.
- Automobile Liability Additional Insured Endorsement naming the following as additional insured:
“City of Manteca, its officers, officials, employees, agents, and volunteers”.

Worker’s Compensation

As required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions)

Insurance appropriate to the Contractor’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured’s as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any

insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.

3. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Manteca reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Manteca

Waiver of Subrogation

Consultant hereby grants to The City of Manteca a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that The City of Manteca is an additional insured on insurance required from subcontractors.

SPECIAL RISKS OR CIRCUMSTANCES

The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

EXHIBIT 'B'
CONSULTANT'S PROPOSAL

PROPOSAL

REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICES - PLANNING SUPPORT STAFFING SERVICES



CITY OF MANTECA

APRIL 10, 2025

PROVOST &
PRITCHARD

PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611 • (559) 449-2700
www.provostandpritchard.com

April 10, 2025

Jesus R. Orozco, Deputy Director
City of Manteca
1215 W. Center Street, Suite 201
Manteca, CA 95337
(209) 456-8550

RE: Request for Proposals for Professional Services - Planning Support Staffing Services

Provost & Pritchard Consulting Group (Provost & Pritchard) has a long-standing history of supporting municipalities with a broad range of planning services, and we are excited about the opportunity to continue that tradition with the City of Manteca (City). Our team is proud to bring decades of experience and a commitment to collaboration that aligns well with the City's community goals.

Our on-call planning services have been developed and refined through partnerships with cities across the San Joaquin Valley including the cities of Madera, Kingsburg, Porterville, Fowler, Mendota, and Parlier, where we serve as Contract City Planner and/or an extension of staff through on-call services. Our role in these and other cities includes environmental document preparation and project management. Our proposal outlines our qualifications and approach, including:

- **Experience:** Our planning group has grown to a team of 15 planners, including 5 AICP-certified planners, with capabilities spanning Current Planning, Long-Range Planning, and Environmental Planning. We have successfully partnered with cities across the region and are well-versed in the policies and regulations that guide municipal planning work.
- **Valley Presence:** With offices in Modesto, Clovis and Visalia, we offer both in-person and remote support tailored to the needs of your staff. This hybrid approach ensures we can remain responsive, accessible, and present throughout the course of the contract.
- **Team Resources:** Project Manager Jarred Olsen, AICP will be supported by Wyatt Czesinski, AICP, Associate Planner, Dawn Marple, Principal Planner, and Sara Allinder, AICP, Principal Planner, who brings hands-on experience with municipal planning projects. Beyond this core team, Provost & Pritchard offers access to nearly 300 professionals across 11 California offices, allowing us to quickly scale and respond to a wide variety of project needs. With in-house biologists, civil engineers, water resource specialists, and traffic engineers, we can peer review most technical studies that the City would reasonably expect to see in a California Environmental Quality Act (CEQA) document.
- **Communication:** Open communication is central to our approach. The Project Manager will maintain consistent coordination with City staff, participate in regular check-ins, and provide written updates on active projects. Our team is committed to being accessible and collaborative throughout the duration of the contract.

Typical responsibilities may include regular coordination meetings with planning staff, participation in project review meetings, support at public hearings, consultation with applicants and stakeholders, and collaboration with City departments and outside agencies. We have outlined our approach and relevant experience in greater detail in the attached proposal.

In closing, we want to express our commitment to partnering with the City of Manteca. We hope you agree that we have demonstrated a breadth and depth of experience and knowledge that meets the City's evolving needs. With the strength of Provost & Pritchard's knowledgeable team, our planning expertise, and our focus on clear and open communication, we are confident that we can navigate your projects through all regulatory landscapes successfully.

Respectfully,



Jarred Olsen, AICP
Senior Planner



Sara Allinder, AICP
Principal Planner

CITY OF MANTECA

REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICES - PLANNING SUPPORT STAFFING SERVICES

Proposal

April 10, 2025

Prepared for:

CITY OF MANTECA

Jesus R. Orozco, Deputy Director
1215 W. Center Street, Suite 201
Manteca, CA 95337
(209) 456-8550
jorozco@manteca.gov

Submitted by:

PROVOST & PRITCHARD CONSULTING GROUP

400 East Main Street, Suite 300
Visalia, California 93291
(559) 636-1166

www.provostandpritchard.com

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CHAPTER 1 - PROPOSAL SUMMARY

PROVOST & PRITCHARD

Provost & Pritchard is pleased to submit this proposal to the City of Manteca for professional planning support staffing services. With over five decades of experience, our firm has become a trusted partner to multiple cities across California, providing high-quality, on-call planning services tailored to each community's needs.

Provost & Pritchard began a tradition of excellence in 1968. Over the course of 57 years, we have continued to expand the types of services we offer and the reach of our skilled staff with office locations throughout California including Modesto, Clovis (headquarters), Visalia, Bakersfield, Los Banos, Sacramento, San Luis Obispo, Sonora, Riverside, Camarillo, and Chico, and one in Boise, Idaho. With 300 employees, our staff is diverse in its specialties and includes land use and environmental planners, civil and agricultural engineers, geologists and hydrogeologists, water resources specialists, environmental engineers, Geographic Information System (GIS) specialists, land surveyors, construction managers and field representatives, a comprehensive in-house public outreach team, and support personnel.

This broad range of specialties equips us to better serve our clients in the Central Valley and beyond.

PLANNING SERVICES

Having worked on both sides of the Planning counter, both directly and indirectly, Provost & Pritchard's planners understand how the land use entitlement process works. Most of our planners have worked directly for public entities prior to being employed at Provost & Pritchard.

Provost & Pritchard's present and past performance demonstrate that our team is well-qualified to provide an outstanding level of service to our clients. Below is a list of some of the capabilities and services provided to our clients.

LOCAL AGENCY STAFFING

- Review and processing of planning and development applications
- Staff report, resolution, and ordinance preparation and presentation
- Day-to-day planning and development department management and operations
- Staff liaison to committees and community groups
- Local agency contract staffing
- Municipal service reviews, annexations, and special district boundary adjustments

ENVIRONMENTAL PLANNING & REVIEW

- Preparation and peer review of CEQA and National Environmental Policy Act (NEPA) documents
- In-house technical expertise and support, including air quality modeling, biological surveys and wetland delineations, geological and soils analysis, hazards and hazardous materials testing and remediation, hydrological studies, traffic analysis, water quality testing, and water supply assessments
- Regulatory consultation and permit facilitation through local, regional, State, and federal agencies
- Mitigation monitoring and compliance

COMMUNITY PLANNING & DESIGN

- General plans, community plans, and specific plans
- Zoning and subdivision ordinances
- Subdivision and site plan design
- Special planning and related studies and reports
- Public outreach and facilitation
- Graphic design and informational materials

This proposal reflects our proven track record in municipal planning support and showcases the depth and flexibility of our experienced team. Key features and distinguishing points of our proposal include:

- **Comprehensive Planning Expertise:** Our planning group consists of 15 planners, including 5 AICP-certified planners. We understand municipal operations from both sides of the counter and are adept at handling entitlement processing, CEQA/NEPA documentation, public hearings, annexations, and development review.
- **Established Local Government Experience:** Provost & Pritchard currently serves as Contract City Planner and/or provides on-call services for several municipalities, including the cities of Madera, Kingsburg, Porterville, Fowler, Mendota, and Parlier. These relationships demonstrate our ability to integrate seamlessly into existing planning departments and provide immediate value.
- **Accessible and Responsive Valley Presence:** With offices in Modesto, Clovis, and Visalia, we are positioned to offer both remote and in-person support, resulting in timely communication and hands-on engagement tailored to the needs of the City of Manteca.
- **Scalable and Multi-Disciplinary Team:** In addition to our core planning team, Provost & Pritchard employs nearly 300 professionals across 11 California office locations. This includes engineers, GIS specialists, survey, environmental scientists, and other technical staff, allowing us to provide integrated support, peer review, and specialized expertise as needed.
- **Commitment to Communication and Collaboration:** We prioritize transparent and proactive communication. Regular check-ins, written progress reports, and availability for as needed consultation help keep projects moving forward and aligned with the City's goals.

CONTACT INFORMATION FOR KEY STAFF

For all matters related to this proposal, please contact the following individuals:

Jarred Olsen, AICP

Senior Planner, Project Manager
Provost & Pritchard Consulting Group
400 East Main Street, Suite 300
Visalia, California 93291
(559) 636-1166
jolsen@ppeng.com

Dawn E. Marple

Principal Planner, Principal-in-Charge
Provost & Pritchard Consulting Group
400 East Main Street, Suite 300
Visalia, California 93291
(559) 636-1166
dmarple@ppeng.com

CHAPTER 2 - PROFILE ON THE PROPOSING FIRM

FIRM SIZE, FINANCIAL STABILITY, CAPACITY, AND RESOURCES

Provost & Pritchard has been in business for 57 years and continues to be a financially sustainable and viable consulting services firm with 300 employees, many of whom have been with the company for 15 years or more. Provost & Pritchard’s management is comprised of key principals and officers who are also shareholders. They continue to follow the prudent approach to financial management and growth of the company as established by its founders from the very beginning. This is most clearly demonstrated by the fact that the company continues to fund its operations from its own resources, without the need for external financial support.

IN TOTAL, OUR TECHNICAL STAFF INCLUDES:

80

Licensed California **civil, mechanical, structural, and electrical Engineers**

4

Licensed California **Hydrogeologists**

5

Biologists

27

Licensed California **Engineers in Training**

4

Licensed California **Geologists in Training**

10

CAD Technicians

5

Licensed California **Land Surveyors**

6

Construction Observers

7

Geographic Information Systems (GIS) Specialists

1

Licensed California **Engineering Geologist**

16

Environmental Specialists

4

Public Outreach Specialists

8

Licensed California **Geologists**

15

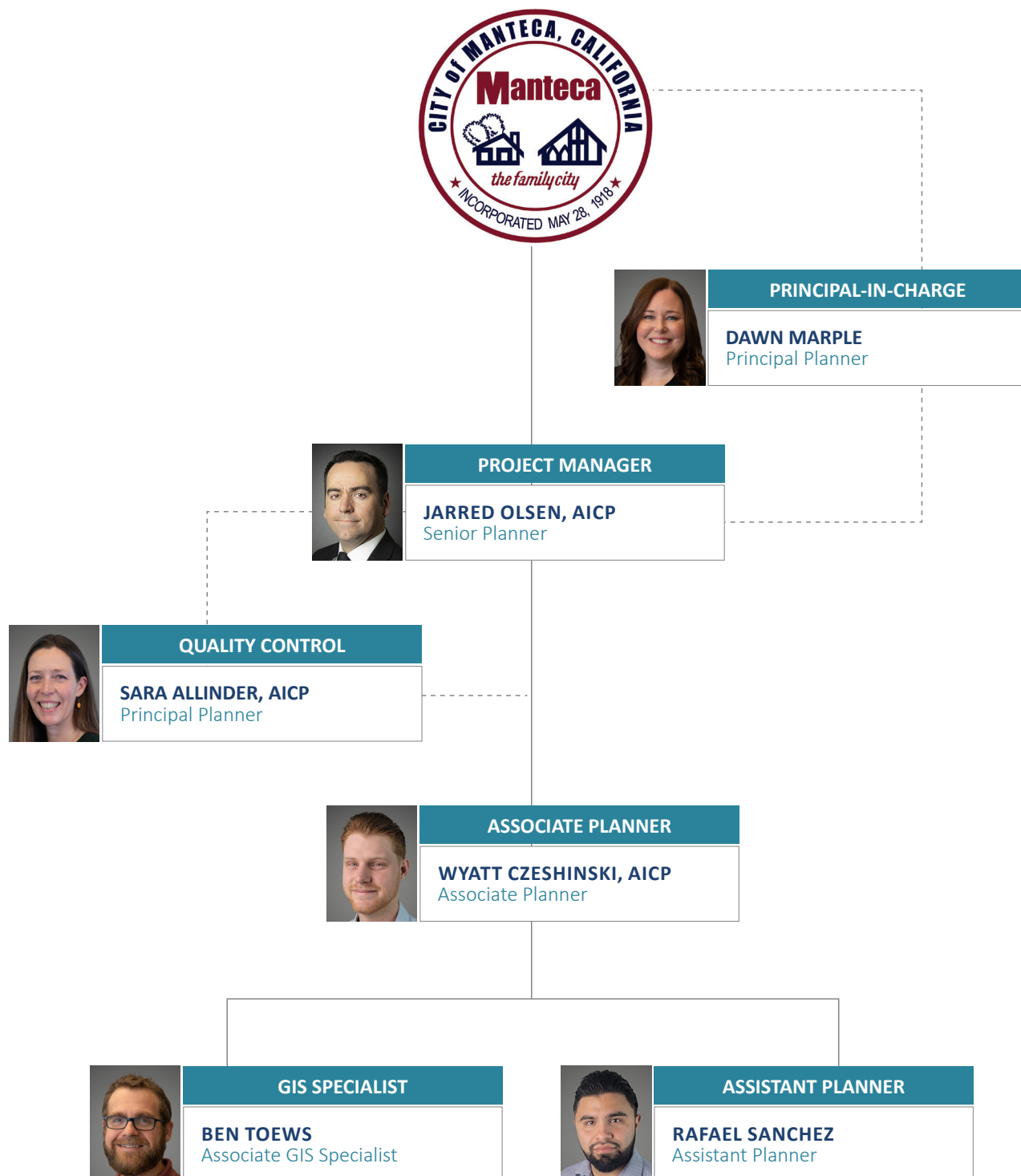
Planners (5 AICP Certified Planners)

3

Environmental/Roofing Specialists

ORGANIZATION STRUCTURE

Complete resumes with detailed education and experience are included in Appendix A of this submittal.



RESOLVED (SETTLED, ARBITRATED, OR LITIGATED) CLAIMS DURING THE LAST 5 YEARS

Out of the hundreds of projects the firm has completed and with an annual revenue of over \$50 million, Provost & Pritchard has had three projects that have resulted in asserted claims that were resolved over the past five years. No claims have been asserted against any individual principal of the firm. This statement reflects the past five years, but we are happy to provide additional information beyond this timeframe upon request.

Name of Project Owner: Saucelito School District

Project Completion Date: January 2023

Basis for Claim: Steve Dovali Construction, Inc. was the contractor for a new well and storage tank construction project designed by Provost & Pritchard. The project's completion was delayed by 153 days and the District withheld related liquidated damages of \$153,000 from Dovali's contract payments. The School District asserted the delays were due to Dovali's failure to secure construction materials in a timely manner, failure to provide adequate personnel onsite, and deficient construction that required correction. Dovali asserted the delays were the fault of the District and Provost & Pritchard engineering and filed a claim with the District requesting full payment of the \$153,000 plus prompt payment and attorney fees, as well as extended overhead.

Claim Amount: \$228,000

Current Status: After several unsuccessful attempts to reach a settlement, the parties agreed to proceed with mediation which was held on December 13, 2024. The parties reached agreement for payment to Dovali of \$75,000. The District will pay \$34,000 and Provost & Pritchard will pay \$41,000. All parties will execute a full settlement agreement including mutual waivers and releases.

Name of Project Owner: Arvin-Edison Water Storage District (AEWSD)

Project Completion Date: August 2023

Basis for Claim: Replacement of certain valves on the project referred to as the Eastside Intertie resulting from an underestimate of the volume of floating debris that would flow through the original specified valve, making it difficult to operate consistently and reliably.

Claim Amount: \$101,344

Current Status: AEWSD is a long-time client of Provost & Pritchard, having completed many successful projects for over 20 years. In this situation, Provost & Pritchard agreed to pay for full cost of the replacement and related installation of the valves. The issue has been settled and payment was in June 2024 with a final waiver and release executed by both parties, and the matter is closed.

Name of Project Owner: Mariposa Public Utility District (MPUD)

Project Completion Date: May 2022

Basis for Claim: Installation of motor protection devices on four pumps for a wastewater treatment plant designed by Provost & Pritchard and located within MPUD. The motor protection devices were omitted from the design plans.

Claim Amount: \$50,911

Current Status: Provost & Pritchard paid for the purchase and installation of the devices in June 2023 and the matter is closed.

Name of Project Owner: City of Fresno

Project Completion Date: October 2017

Basis for Claim: Various concrete curling and other noncompliant issues throughout the project known as Fulton Street Reconstruction Project. Provost & Pritchard was a subconsultant to Royston, Hanamoto, Alley & Abey (RHAA) and designed the concrete sidewalks, curbs, gutters, ramps and slabs under a contract with RHAA date August 2013.

Claim Amount: \$311,000

Current Status: Provost & Pritchard was notified of the various issues by RHAA in January 2019. The contractor, American Paving Company (APC), originally asserted that all noncompliant issues were related to design and not construction. Provost & Pritchard provided its evaluation in April 2019, setting forth the probable contributing factors to the noncompliant areas. This included temperature and humidity

ATTACHMENT 1CITY OF MANTECA – PLANNING SUPPORT STAFFING SERVICES

at time of pours, the contractor's failure to factor weather and humidity levels in at the time of various pours, and the unique design requirements by the City to emulate the original Fulton Mall design which departed from typical design standards. In August 2020, RHAA notified Provost & Pritchard that the final cost of repair work performed by APC totaled \$321,334. A settlement was reached in which the City of Fresno, APC and RHAA agreed to split the cost of the repairs with RHAA's portion being \$112,467 or 35%. Provost & Pritchard agreed to pay \$47,236 of this amount. A global settlement agreement including full waivers and releases, was fully executed among all the parties and approved by Fresno City Council on March 18, 2021. Provost & Pritchard made payment of \$47,236 on April 8, 2021, and the matter is closed.

CHAPTER 3 - QUALIFICATIONS OF THE FIRM

Provost & Pritchard has been providing on-call planning services and planning staffing support services to cities in the San Joaquin Valley for over 15 years. Our services have included processing individual land use entitlement applications, reviewing projects for impacts under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), providing input on decisions at a City Planner-level, preparing grant applications for City projects, preparing General Plan and Zoning Ordinance updates, and representing local agencies at Local Agency Formation Commission (LAFCo) hearings and Council of Government meetings.

The matrix on the next page represents a small sampling of related work experience:

PROJECT EXPERIENCE WITH OTHER MUNICIPALITIES

Project Name	Precise Plan No. 2020-02 and Variance No. 2020-03	Buford Oil Truck Stop CUP/EIR	Tentative Map No. 6409	Site Plan Review No. 21-05	Tentative Map No. 6356	Conditional Use Permit No. 21-01	Project Name
Agency	City of Madera	City of Fowler	City of Fowler	City of Fowler	City of Parlier	City of Mendota	Agency
County Work Performed	Madera County	Fresno County					County Work Performed
Project Description	112-unit multifamily development with parking and open space reduction	8-acre Travel Center with drive-through restaurants and hotel	Tentative Map for 114-lot single-family residential subdivision	267KSF industrial facility expansion	Tentative Map for 232-lot single-family residential subdivision	Outdoor Cannabis Operation	Project Description
Budget	\$12,284	\$105,398	\$11,728	\$9,254	\$57,900	\$36,947	Budget
Total Project Cost	\$12,284	\$127,072	\$11,194	\$9,434	\$46,487	\$34,019	Total Project Cost
% of Work Done	100	100	100	100	100	100	% of Work Done
Period of Work	2020-2021	2018-2020	2023	2021	2021-2025	2021-2022	Period of Work
Tentative Map Processing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tentative Map Processing
Site Plan Review	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Site Plan Review
Conditional Use Permit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conditional Use Permit
PC Hearing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	PC Hearing
CC Hearing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CC Hearing
LAFCo Hearing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	LAFCo Hearing
Final Map Review	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final Map Review
EIR	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	EIR
IS/MND	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	IS/MND
Addendum to EIR	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Addendum to EIR
Categorical Exemption	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Categorical Exemption
Air Quality Analysis	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Air Quality Analysis
Health Risk Assessment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Health Risk Assessment
VMT Analysis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	VMT Analysis
Reference Name and Title	Will Tackett Director of Community Development	Eric Rocha Public Works and Utilities Director			David Cerda Interim City Manager	Cristian Gonzalez City Manager	Reference Name and Title
Reference Phone Number	(559) 661-5451	(559) 834-3113 x121			(559) 646-3545	(559) 655-3291	Reference Phone Number
Statement of the firm's adherence to the schedule and budget for the project:	This project was completed on time and on budget.	This project was completed on time though it exceeded budget due to extensive CalTrans involvement.	This project was completed on time and on budget.	This project was completed on time. Budget was exceeded due to referral to Planning Commission.	This project was completed on time and on budget.	This project was completed on time and on budget.	Statement of the firm's adherence to the schedule and budget for the project:

LIST OF PAST AND CURRENT CLIENTS THAT PROVOST & PRITCHARD HAS PROVIDED ON-CALL PLANNING SERVICES AND/OR PLANNING STAFFING SUPPORT SERVICES



Provost & Pritchard supports the City of Fowler with on-site staffing, development review, and preparation of planning documents, serving as an extension of City staff.

ON-CALL PLANNING SERVICES CITY OF FOWLER

Reference:

Eric Rocha, Public Works and Utilities Director

City of Fowler

128 S. Fifth Street, Fowler, CA 93625

Phone: (559) 834-3113 x 121

Email: erocha@ci.fowler.ca.us

Length of time services have been provided: 9 Years to date

Provost & Pritchard is currently serving as the contract City Planner for the City of Fowler. This role includes maintaining a regular presence at City Hall two days per week, reviewing documents and submittals from outside agencies and consultants, and providing comments from the perspective of City staff. In addition, Provost & Pritchard is responsible for preparing and delivering Planning Division presentations to the Planning Commission and City Council. As an extension of City staff, our team also prepares ordinances, staff reports, and environmental documents to support the City's planning functions.



CONTRACT PLANNING SERVICES CITY OF PORTERVILLE

Reference:

Jason Ridenour, Deputy City Manager

City of Porterville

291 N Main Street, Porterville, CA 93257

Phone: (559) 782-7460

Email: jridenour@ci.porterville.ca.us

Length of time services have been provided: 3 years to date

Provost & Pritchard provides comprehensive planning services to the City of Madera, including weekly coordination, project review, CEQA analysis, and support for complex entitlements. Our team contributes to housing, hazard mitigation, and land use policy initiatives, acting as a trusted extension of City staff.



Since 2016, Provost & Pritchard supports the City of Parlier with development review, CEQA compliance, ordinance updates, and ongoing improvements to planning processes.

ONGOING CONSULTING SERVICES/ COMMUNITY DEVELOPMENT DIRECTOR, CITY PLANNER CITY OF PARLIER

Reference:

Bertha Escalera, Assistant City Manager

City of Parlier

1100 E Parlier Ave, Parlier, CA 93648

Phone: (559) 646-3545

Email: bertha@parlier.ca.us

Length of time services have been provided: 8 years to date

Provost & Pritchard began serving as the City Planner for Parlier on a contract basis in November 2016 and was awarded a contract in December 2023 to serve as Community Development Director. Primary responsibilities have included reviewing commercial, industrial, and residential development proposals; processing tentative, parcel, and final maps; and evaluating and updating the City's development application process and fee structure. Provost & Pritchard staff has facilitated the approval and operation of new national and local retailers and food service businesses, assisted the City Attorney in developing the City's cannabis control ordinance, and prepares or reviews all CEQA documents associated with both public and private projects. Provost & Pritchard is currently working alongside Community Development staff and other City consultants to streamline development processes and fee schedules, and regularly attends City Council meetings to present project information and respond to questions related to planning and development.



CONTRACT CITY PLANNING SERVICES CITY OF MENDOTA

Reference:

Cristian Gonzalez, City Manager

City of Mendota

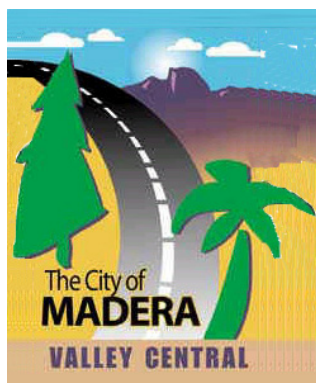
643 Quince Street, Mendota, CA 93640

Phone: (559) 655-3291

Email: cristian@cityofmendota.com

Length of time services have been provided: 16 years to date

Provost & Pritchard has been providing contract city planning services to the City of Mendota since 2008, including the review and processing of entitlement applications in accordance with State planning and zoning law and applicable City codes, plans, and standards. Services have included front counter assistance to the public, coordination with staff to support implementation of General Plan goals and policies, and preparation of reports, resolutions, and ordinances for Planning Commission and City Council consideration. Provost & Pritchard attends Commission and Council meetings as needed to present items and respond to questions and has led major ordinance updates to streamline regulatory processes and respond to statutory changes. The firm also supported the City's consultants in preparing the 2005-2025 General Plan Update (adopted in 2009), the River Ranch Specific Plan (adopted in 2013), and the 5th and 6th Cycles of the Fresno County Multi-Jurisdictional Housing Element (adopted in 2016 and 2024, respectively).



ON-CALL PLANNING SERVICES

CITY OF MADERA

Reference:

Will Tackett, Director of Community Development

City of Madera

205 W. 4th Street, Madera, CA 93637

Phone: (559) 661-5451

Email: wtackett@madera.gov

Length of time services have been provided: 5 years to date

Provost & Pritchard has been providing on-call planning services to the City of Madera since 2020, including the review and processing of entitlement applications in accordance with State planning and zoning law and applicable City codes, plans, and standards. Services have included coordination with applicants during entitlement processing, and preparation of reports, resolutions, and ordinances for Planning Commission and City Council consideration. Provost & Pritchard attends Commission and Council meetings as needed to present items. On-call services have also included working on special projects, such as implementing zoning code updates for compliance with the City's Housing Element programs.



ON-CALL PLANNING SERVICES

CITY OF KINGSBURG

Reference:

Holly R. Owen, AICP, Community Development Director

City of Kingsburg

1401 Draper Street, Kingsburg, CA, 93631

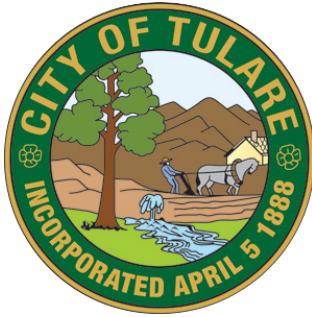
Phone: (559) 897-5328

Email: howen@cityofkingsburg-ca.gov

Length of time services have been provided: 1 year to date

Provost & Pritchard is providing on-call planning services for the City of Kingsburg, including preparation of completeness letters, review of staff reports, review of preliminary applications for consistency with development standards and policies, and providing recommendations for project processing. On-call services have also included working on special projects, such as conducting a sites inventory analysis and implementing zoning code updates for compliance with the City's adopted Housing Element. Provost & Pritchard staff attend Planning Commission and City Council hearings to support staff, as needed, as well.

Provost & Pritchard provides on-call planning support to the City of Kingsburg, including project review, zoning code updates, Housing Element implementation, and attendance at public hearings.



Provost & Pritchard provided on-call planning support to the City of Tulare, serving as an extension of City staff with a regular on-site presence three days per week. Services included development review, application completeness checks, and public counter assistance.

ON-CALL PLANNING SERVICES

CITY OF TULARE

Reference:

Thomas W. Gaffery IV, Assistant City Manager

City of Tulare

3981 South "K" Street, Tulare, CA 93274

Phone: (559) 684-4320

Email: tgafferey@tulare.ca.gov

Length of time services have been provided: 2016-2019

Provost & Pritchard provided on-call planning services for the City of Tulare. Our staff acted as staff augmentation. This role included a regular presence at City Hall three days per week, reviewing documents and submittals from outside agencies and consultants, and providing comments from the perspective of City staff. In addition, Provost & Pritchard provided information and guidance on the Zoning Ordinance; General Plan; allowed uses; setback, height, and signage requirements; and applications and fees. Additionally, she reviewed applications for completeness. This project involved being on-site to assist the public with planning-related questions and processes a minimum of three days a week.

CHAPTER 4 – PROPOSAL EXCEPTIONS

Provost & Pritchard has reviewed the City’s Request for Proposals and the Sample Agreement for Services. While we are generally in agreement with the terms and conditions outlined, we respectfully request consideration of a limited number of exceptions and modifications, detailed below.

Article 1 - Scope of Services

- Request to add: Annual rate adjustment language
- Reason: This is a minimum 2 year “on-call” Agreement with options for up to 5 years. Requested language stipulates adjustment to rates up or down. With the consistently volatile economic environment for the last several years, this language helps to protect both Consultant and the City.

Article 8.A. - Ownership of Document; Confidentiality

- Request to add: Release of liability for use of Consultant’s work.
- Reason: Waiver of responsibility already exist but would also like waiver of liability for such use of Consultant’s work.

Article 15 - Indemnification and Hold Harmless

- Request to strike: “defend”
- Reason: For insurability purposes any duty to defend to the extent of the adjudicated negligence will present insurability issues.
- Request to strike: “arising out of” and replace with “but only caused by”
- Request to add: Consultant’s “negligent acts, or errors or omissions”
- Reason: California Civil Code Section 2782.8 For all contracts, and amendments thereto, entered into on or after January 1, 2018, for design professional services, all provisions, clauses, covenants, and agreements contained in, collateral to, or affecting any such contract, and amendments thereto, that purport to indemnify, including the duty and the cost to defend, the indemnitee by a design professional against liability for claims against the indemnitee, are unenforceable, except to the extent that the claims against the indemnitee arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. In no event shall the cost to defend charged to the design professional exceed the design professional’s proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. This section shall not be waived or modified by contractual agreement, act, or omission of the parties. Contractual provisions, clauses, covenants, or agreements not expressly prohibited herein are reserved to the agreement of the parties.

Article 16.B (3) - Insurance Requirements

- Request to add: “except professional liability”
- Reason: Our Insurer will not allow for additional insured to this policy.

Article 16.B (4, but should be 6) - Insurance Requirements

- Request to strike: “or reduced in coverage or in limits”
- Reason: Insurers do not provide notice of reduction in coverage/limits or material change.

Attachment D - Other Insurance Provisions

- Request to add: “except professional liability”
- Reason: Our Insurer will not allow endorsement to this policy.

CHAPTER 5 – PROPOSAL COST SHEET AND RATES

The City’s primary point of contact will be Jarred Olsen, AICP, who will serve as Project Manager and be supported by Wyatt Czesinski, AICP, Associate Planner, Dawn Marple, Principal Planner, and Sara Allinder, AICP, Principal Planner and Quality Control Lead. This core team brings extensive hands-on experience in municipal planning projects.

In addition to the identified team, Provost & Pritchard has a deep bench of qualified professionals, including Ben Toews, Associate GIS Specialist, and Rafael Sanchez, Assistant Planner, who are available to support project needs as required. Overtime rates are not listed for certain staff in the fee table, as they are salaried employees and do not receive additional compensation for overtime.

Due to the unknown nature of reports and technical studies seeking peer review, we can provide our standard fee sheet for individuals with the necessary qualifications to peer review such reports and technical studies.

Multi-year contracts are subject to any subsequent changes in these rates.

STAFF TYPE	NAME	HOURLY RATE	OVERTIME RATE
ASSISTANT PLANNER	RAFAEL SANCHEZ	\$123.00	\$184.50
ASSOCIATE PLANNER	WYATT CZESHINSKI	\$144.00	\$216.00
SENIOR PLANNER	JARRED OLSEN	\$158.00	
PLANNING MANAGER/ PRINCIPAL PLANNER	DAWN MARPLE	\$204.00	
QUALITY CONTROL/ PRINCIPAL PLANNER	SARA ALLINDER	\$224.00	
PROJECT ADMIN	JACKIE LANCASTER	\$128.00	\$192.00
GIS TECHNICIAN	BEN TOEWS	\$133.00	\$199.50
HOURLY PLANNING SERVICES		\$158.00	\$204.00

APPENDIX KEY STAFF RESUME



Dawn Marple
Principal Planner
 22 years of experience
 Office Location: Visalia

**PROVOST &
 PRITCHARD**

EDUCATION

B.S. City and Regional Planning, Minor Emphasis: Sustainable Environments, California Polytechnic State University, San Luis Obispo

AFFILIATIONS

American Planning Association (APA)
 Association of Environmental Professionals (AEP)

AREAS OF EXPERTISE

General Plans
 Entitlement Processing
 Municipal Planning
 Project Management
 Environmental Compliance and Permitting

PROFESSIONAL SUMMARY

Dawn Marple has more than 22 years of professional experience, currently serving as Principal Planner. Ms. Marple has worked for and with a number of public agencies throughout the San Joaquin Valley. This includes the cities of Fowler, Tulare, Fresno, Visalia and Wasco. Her experience includes preparing and reviewing all levels of environmental documents in accordance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). In addition, she has extensive experience with general plan updates and entitlement processing. Ms. Marple has a consistent history of providing quality service for her clients while completing projects on time and within budget.

RELEVANT EXPERIENCE

On-Call Planning Services, City of Fowler, Fresno County, California, Project Manager/Lead Planner

Ms. Marple has been the acting City Planner for the City of Fowler since 2016. This project involves being present at the City 1-2 days a week as well as reviewing documents and submittals from other agencies and consultants and providing comments from staff's perspective. Additionally, Ms. Marple is responsible for Planning Division staff presentations to the Planning Commission and City Council. The project also includes the preparation of ordinances, reports, and environmental documents as an extension of city staff.

Environmental Compliance Documentation, Vesting Tentative Tract Map Nos. 6201 and 6235, City of Fresno, Fresno County, California, Project Manager

Ms. Marple acted as the Project Manager for the preparation of an IS/MND on behalf of the City of Fresno (City) to address the environmental effects of Rezone Application No. P19-00801, Annexation Application No. P19-00843, Planned Development Permit Application No. P19-00846, and Vesting Tentative Tract Map Nos. 6201 and 6235 pertaining to ±125 acres of property located on the east side of North Armstrong Avenue between East Clinton and East Olive Avenues in the City of Fresno, CA, Fresno County. The project impact addressed in the environmental document included traffic, air quality, biological and cultural resources.

On-Call Planning Services, City of Fresno, Fresno County, California, Project Manager/Lead Planner

This project involved the review of entitlement documents and submittals and providing analysis and comments from staff's perspective

Environmental Compliance Documentation, City of Fowler, Fresno County, California, Project Manager

Working as the contract City Planner, Ms. Marple led a project team in the preparation of an Initial Study/Mitigated Negative

ATTACHMENT 1

Declaration for the Maxco Packaging Facility. The project will construct a 280,000-square-foot light manufacturing building which will produce corrugated cardboard containers for fresh produce. The completed environmental document analyzed the potential for significant impacts to the environment for the entire 26-acre site. Mitigation measures were incorporated for impacts related to traffic and related transportation infrastructure and biological resources.

Consulting Services, City of Visalia, Tulare County, California, Project Manager

As an extension of City of Visalia's staff, Ms. Marple completed Level of Environmental Review Determinations, including flood maps and hazardous waste verification statements to facilitate acquisition of various properties by the City of Visalia's Housing and Economic Development Department.

East Side Regional Park and Recharge Basin, City of Visalia, Tulare County, California, Environmental Project Manager

Ms. Marple has led a team in the preparation of an EIR. The EIR's technical studies were prepared at a Federal level allowing for the City to seek grant funding from both state and Federal agencies. The EIR was prepared as part of the design of a regional park and recharge basin project for the City of Visalia. The project is situated on 280 acres of city-owned property on the eastside of Visalia. The scope of work included developing a master plan design for the park and public outreach meetings to gain feedback from the community. The EIR identified significant and unavoidable environmental impacts to agriculture and transportation.

On-Call Planning Services, City of Porterville, Tulare County, California, Project Manager/Lead Planner

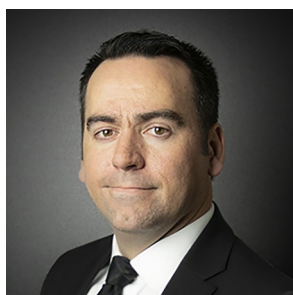
Over the past decade the City of Porterville has utilized Provost & Pritchard as an extension of staff. Ms. Marple has completed entitlement processing for the City as well as environmental compliance documentation for various projects. Ms. Marple has been the Project Manager of this project for the last 5 years.

Zoning Ordinance Update, City of Manteca, San Joaquin County, California, Planner

Ms. Marple helped facilitate a comprehensive reorganization and update of the City of Manteca's zoning ordinance, including the subdivision ordinance. Ms. Marple translated regulations into a concise, user-friendly format incorporating contemporary planning practices.

On-Call Planning Services, City of Tulare, Tulare County, California, Planner

Ms. Marple acted as an extension of City staff for the City of Tulare's Community Development Department, which included the processing of entitlements and providing over-the-counter assistance to the public. She provided information and guidance on the Zoning Ordinance; General Plan; allowed uses; setback, height, and signage requirements; and applications and fees. Additionally, she reviewed applications for completeness. This project involved being on-site to assist the public with planning-related questions and processes a minimum of three days a week.

**Jarred Olsen, AICP****Senior Planner**

9 years of experience

Office Location: Visalia

**PROVOST &
PRITCHARD****EDUCATION**

B.A. Urban Studies and Planning, San Francisco State University

REGISTRATION/CERTIFICATIONS

American Institute of Certified Planners #033514

AFFILIATIONS

Association of Environmental Professionals

American Planning Association, Central California Section, Board Member

AREAS OF EXPERTISE

Entitlement Processing

Environmental Review

Zoning Regulations

Geographic Information Systems

General Plans

Public Speaking

PROFESSIONAL SUMMARY

Jarred Olsen has more than nine years of professional experience, currently serving as Senior Planner. Mr. Olsen has experience in both the public and private sectors throughout his career. Mr. Olsen is experienced in land use entitlements, environmental analysis, reporting, and preparation and interpretation of zoning regulations.

RELEVANT EXPERIENCE**Planning Services, City of Madera, Madera County, California, Senior Planner**

Mr. Olsen reviewed development applications for the City of Madera under an on-call contract. Tasks included application completeness review, reviewing the project for consistency with applicable ordinances and plans, and preparation of Planning Commission staff reports and environmental reviews.

Planning Services, City of Parlier, Fresno County, California, Senior Planner

Mr. Olsen prepared the City of Parlier's Housing Element, including reviewing the zoning ordinance for consistency with State regulations and the identification of vacant sites to meet affordable housing inventory requirements. Mr. Olsen has also prepared Mitigated Negative Declarations, Addendums, and air quality and greenhouse gas analyses for tentative maps.

Zoning Ordinance Update, City of Porterville, Tulare County, California, Senior Planner

Mr. Olsen prepared housing-related zoning code updates for the City of Porterville to conform to its Housing Element programs. These included a density bonus program, accessory dwelling units, and other special housing uses (group homes, residential care facilities, etc.). Efforts include ensuring that both the density bonus and application process were understandable for both City staff and applicants.

Planning Services, City of Fowler, Fresno County, California, Senior Planner

Mr. Olsen is a Senior Planner for the City of Fowler and completes planning entitlements, including tentative maps, rezones, conditional use permits, site plan reviews, and annexations. Mr. Olsen has provided an analysis for consistency with the Housing Accountability Act. As part of the Program EIR prepared for the General Plan, Mr. Olsen analyzed vehicle miles traveled, air quality, and greenhouse gas impacts. Mr. Olsen also completed a new zoning ordinance to accompany the General Plan.



Sara Allinder, AICP

Principal Planner

23 years of experience

Office Location: Clovis

EDUCATION

Master of City and Regional Planning, Emphasis in Land Use Planning, California Polytechnic State University, San Luis Obispo

B.A. Liberal Arts, Environmental Science, Minor Emphasis: English, University of California, Riverside

REGISTRATION/CERTIFICATIONS

American Institute of Certified Planners #018445

AFFILIATIONS

American Planning Association (APA)

AREAS OF EXPERTISE

Entitlement Applications

General Plans

Annexations

Contract Staffing

Subdivision Ordinances

Zoning Ordinances

Strategic Implementation Plans

Environmental Review

PROFESSIONAL SUMMARY

Sara Allinder has more than 23 years of professional experience, currently serving as Principal Planner. Throughout her career, she has actively participated in and led the development of multiple general plans and development code updates. Ms. Allinder has also provided contract staffing services for numerous local planning agencies in the San Joaquin Valley and understands how the policies and regulations outlined in general plans and zoning codes are implemented in day-to-day operations at the counter.

RELEVANT EXPERIENCE

General Plan Update, City of Fowler, Fresno County, California, Project Director

Ms. Allinder oversaw a comprehensive update to the City of Fowler's General Plan, which was the first comprehensive update to the City's General Plan in forty years. The update included expansion of the City's planning area by about 750 acres and addressed all recent legislative requirements for general plans, including environmental justice and climate adaptation. The General Plan was adopted in April 2023. A Program EIR was also prepared and certified for the adopted General Plan.

Zoning Ordinance Update, City of Fowler, Fresno County, California, Project Manager

Ms. Allinder managed a comprehensive update to the City of Fowler's Zoning Code. The update focused on streamlining the development review process and ensuring compliance with recent housing legislation and the City's Housing Element. One objective of the comprehensive update was to produce a Code that is better organized and easier to understand, which will in turn make it easier to design and propose projects consistent with the City's growth and development goals.

Zoning Ordinance Updates for Housing Element Compliance, City of Parlier, Fresno County, California, Project Manager

Ms. Allinder is coordinating the required updates to the City of Parlier Zoning Ordinance for consistency with the Housing Element programs and actions.

Zoning and Subdivision Ordinance Update, City of Parlier, Fresno County, California, Project Manager

Ms. Allinder is managing a comprehensive update to the City of Parlier's Zoning and Subdivision Ordinances. The update to the Zoning Ordinance will focus on streamlining the development review process and ensuring compliance with recent housing legislation and the City's Housing Element. One objective of the Zoning and Subdivision Ordinance updates is to

ATTACHMENT 1

produce regulations that are better organized and easier to understand, which will in turn make it easier to design and propose projects consistent with the City's growth and development goals.

Contract Staffing for Development and Resource Management Department, City of Fresno, Fresno County, California, Special Projects Manager

Ms. Allinder processed entitlement applications and worked on special projects, including the establishment of new review procedures and the creation of informational brochures for use by staff and the public.

Focused General Plan Update, City of Porterville, Tulare County, California, Project Manager

Ms. Allinder is managing an update to the City of Porterville General Plan. The project is focused on bringing the General Plan into compliance with recent State legislation, including climate adaptation and environmental justice. The effort includes preparing a vulnerability assessment as well as conducting a mapping analysis to evaluate access to opportunities or facilities across the community, such as healthy food, parks, and public transit. The focused General Plan update will result in amendments to the existing Public Health and Safety element and the adoption of a new Environmental Justice element.

Staff Support, City of Modesto, Stanislaus County, California, Senior Planner

Ms. Allinder provided staff support, primarily on current planning projects, for the City of Modesto. Her duties included project management of various entitlement requests, management of environmental consultants, review of facilities master plans, and presentations to the Planning Commission and City Council. She also managed PMC staff planners assigned to work in the City of Modesto providing both on- and off-site support.

Contract Staffing, City of Madera, Madera County, California, Project Manager

Ms. Allinder provides staff support, primarily on current planning projects, for the City of Madera. Her duties include project management of various entitlement requests, preparation and review of project analyses, reports, and the associated environmental documents, and presentations to the Planning Commission. She also manages Provost & Pritchard staff planners assigned to work in the City of Madera providing both off-site contract staffing support.

Contract Staffing and Application Processing Review and Update, City of Wasco, Kern County, California, Acting Community Development Director

As acting community development director for the City of Wasco, Ms. Allinder managed the day-to-day operations of the planning, building, and code enforcement divisions, prepared department budgets, prepared and presented staff reports to the Planning Commission and City Council, and acted as advisor to the city manager on special issues including high-speed rail. Ms. Allinder also conducted a review of the current entitlement processing procedures, made recommendations for the improvement of entitlement processing, and implemented those recommendations. Process improvements included updates to the Planning and Building fee schedule, which revised existing fees and added new fees reflective of the current planning and building processes.

General Plan Update, City of Modesto, Stanislaus County, California, Assistant Project Manager

Ms. Allinder is currently assisting with a comprehensive update to the City of Modesto's General Plan. This is the first comprehensive update to the City's General Plan in nearly twenty years. The outreach program implements an ambassador-focused outreach effort designed to engage all members of the community, including those that have not traditionally participated in the past. The update will address all recent legislative updates to the requirements for general plans as well as respond to issues identified during outreach. The General Plan Update effort is also being coordinated with the City of Modesto's Housing Plan and 6th Cycle Housing Element.



Wyatt Czesinski, AICP

Associate Planner

4 years of experience

Office Location: Clovis

PROVOST &
PRITCHARD

EDUCATION

M.A. Public Administration: Urban Planning, Liberty University

B.A. Geography (Planning Concentration), Minor Emphasis: Geographic Information Systems, University of Wisconsin-Parkside

B.A. Economics, University of Wisconsin-Parkside

AREAS OF EXPERTISE

Contract Staffing

Municipal Planning

Long-range Planning

CEQA/NEPA

CalEEMod Emissions Modeling

AFFILIATIONS

Association of Environmental Professionals

American Planning Association

Association of Environmental Professionals Central Valley Chapter Board Member (2023-present)

PROFESSIONAL SUMMARY

Wyatt Czesinski has more than four years of professional experience and currently serves as Associate Planner. He has experience in contract staffing through the preparation of municipal codes, processing of site plan reviews, use permits, and other land use entitlements, drafting of CEQA documents, updating of general plans, writing of staff reports, and drafting of resolutions for various types of projects, including wastewater, agricultural, flood control, commercial, and residential projects.

RELEVANT EXPERIENCE

Development Code Update, City of Porterville, Tulare County, California, Writer

The City of Porterville is in the process of updating its development code. As a part of this effort, Mr. Czesinski drafted a new version of the City's subdivision ordinance for review by the City of Porterville. Updating the City's subdivision ordinance will allow it to take a more streamlined approach to content within the City's development code and better align it with State law.

Contract Staff Planning, City of Parlier, Fresno County, California, Contract Staff Planner

Mr. Czesinski has worked closely with the City of Parlier Planning Department under a contract staff planner position. Mr. Czesinski has worked on a various number of projects ranging from the processing of entitlements for subdivisions, restaurants, smoke shops, cannabis facilities, gas stations, tentative parcel maps, annexations, as well as the drafting of CEQA documents for projects that required environmental analysis to be completed. In addition, Mr. Czesinski has drafted and presented a zoning text amendment to the Parlier City Council. He has also completed Annual Housing Progress Reports for the City that have required an update to the City's Housing Element. Mr. Czesinski has drafted a number of staff reports, resolutions, and condition of approval documents for presentation before the City of Parlier City Council.

Contract Staff Planning, City of Madera, Madera County, California, Contract Staff Planner

Mr. Czesinski has worked closely with the City of Madera Planning Department under a contract staff planner position. Mr. Czesinski has worked on a various number of projects ranging from the processing of entitlements for subdivisions, apartment complexes, restaurants, coffee shops, gas stations, rezones, general plan amendments and lot line adjustments as well as the drafting of CEQA documents for projects that required environmental analysis to be completed. Mr. Czesinski has

drafted a number of staff reports, resolutions, and condition of approval documents for presentation before the City of Madera Planning Commission and City Council.

Contract Staff Planning, City of Fowler, Fresno County, California, Contract Staff Planner

Mr. Czesinski has worked closely with the City of Fowler Planning Department under a contract staff planner position. Mr. Czesinski has worked on a various number of projects ranging from the processing of entitlements for subdivisions, apartment complexes, commercial developments, churches, gas stations, rezones, general plan amendments, parcel maps, and lot line adjustments as well as the drafting of CEQA documents for projects that required environmental analysis to be completed. Mr. Czesinski has drafted a number of staff reports, resolutions, and condition of approval documents for presentation before the City of Fowler Planning Commission and City Council and has also served as a staff member within the Community & Economic Development Department's office during office hours on occasion.

Contract Staff Planning, City of Mendota, Fresno County, California, Contract Staff Planner

Mr. Czesinski has worked closely with the City of Mendota Planning Department under a contract staff planner position. Mr. Czesinski has worked on a various number of land use projects ranging from the processing of entitlements for cannabis facilities, and annexations. Part of the contract staffing role with the City of Mendota has involved presentations to both Planning Commission and City Council. Mr. Czesinski has also completed an Annual Housing Progress Reports for the City.

General Plan EIR, City of Fowler, Fresno County, California, Lead Writer

The City of Fowler adopted a new General Plan and EIR in April of 2023. As a part of this effort, Mr. Czesinski served as the lead writer for the EIR, requiring research of the area and potential environmental impacts on a city-wide scale, including a variety of land uses. The Project required the development of a CEQA document on a programmatic level, considering all aspects within the City and its planned future development.

Zoning Code Update, City of Fowler, Fresno County, California, Writer

City of Fowler is in the process of updating its zoning code and subdivision ordinance. The update will focus on streamlining the development review process and ensuring compliance with recent housing legislation and the City's Housing Element. One objective of the comprehensive update is to produce a Code that is better organized and easier to understand, which will in turn make it easier to design and propose projects consistent with the City's growth and development goals.

6th Cycle Housing Element Update, City of Mendota, Fresno County, California, Writer

As a part of the Fresno County Multi-Jurisdictional Housing Element Update, Mr. Czesinski has served as the lead writer for the City of Mendota's 6th Cycle Housing Element. As a part of this effort, Mr. Czesinski has worked closely with the City of Mendota and stakeholders in the community, giving a presentation to a group of stakeholders in November of 2022. As a part of this project, Mr. Czesinski has gained knowledge of the housing laws within the state.

General Plan Update, City of Modesto, Stanislaus County, California, Writer

The City of Modesto worked on an update to its general plan. Mr. Czesinski oversaw the revision of both the wastewater and stormwater sections for the general plan update. This required gaining an understanding of the city ordinances, previous city documentation and practices, and case law involving both topics.

General Plan Update, County of Butte, Butte County, California, Writer

Butte County required an update to its general plan. Mr. Czesinski oversaw the revision of both the wastewater and stormwater sections for the general plan update. This required gaining an understanding of the county ordinances and case law involving both topics.

Karnak Facility Update, Reclamation District 1500, Sutter County, California, Lead CEQA/NEPA Writer

Reclamation District 1500 is in the process of modernizing a pumping facility in order to provide for flood protection to the community of Robbins, CA and the associated watershed. The Project will flood protect approximately 65,000 acres in Sutter County. Mr. Czesinski has participated in the production of a preliminary investigative report and draft watershed plan for the project. The watershed plan will be the first of its kind in California and will be required to be approved by Congress after its completion.

ATTACHMENT A PROPOSER'S INFORMATION FORM

City of Manteca – RFP for Professional Planning Services

Attachment A

Proposer's Information Form

PROPOSER (please print):Name: Provost & Pritchard Consulting GroupAddress: 400 East Main Street, Suite 300, Visalia, California 93291Telephone: (559) 636-1166 Email: jolsen@ppeng.com

Contact person, title, email, and telephone: _____

Jarred Olsen, AICP, Senior Planner Dawn E. Marple, Principal Plannerjolsen@ppeng.com dmarple@ppeng.com(559) 636-1166 (559) 636-1166

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

- ☐ Individual
☐ Joint Venture
☐ Partnership
☒ Corporation

When incorporated? 11/20/1972In what state? CaliforniaWhen authorized to do business in California? 1968☐ Other (explain): _____**ADDENDA**

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

Addendum number(s) received: ☒ 1; ☐ 2; ☐ 3; ☐ 4; ☐ 5;Or, _____ No Addendum/Addenda Were Received (**check and initial**).**PROPOSER'S SIGNATURE**

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

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

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

Date: _____

 Proposer's Signature

 Proposer's typed name and title


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

 Partnership or Joint Venture Name (type or print)
 Date: _____

 Member of the Partnership or Joint Venture signature
 Date: _____

 Member of the Partnership or Joint Venture signature

3. If Proposer is a **CORPORATION**, the duly authorized officer shall sign as follows:
 The undersigned certify that he/she is respectively:

 _____ and _____
 Signature Title Principal Planner, Director of Operations

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

Provost & Pritchard Consulting Group

 Corporation Name (type or print)

By: Sara Allinder Date: 4/10/25
 Title: Principal Planner, Director of Operations

PROVOST&PRITCHARD

CONSULTING GROUP

EXHIBIT ‘C’**SCOPE AND SCHEDULE OF ACTIVITIES**

A. Scope of Services. These services are provided both in-person and virtually. All services must be approved by the City via a Task Order or Notice to Proceed.

- Review, analyze, and evaluate discretionary and ministerial applications according to agency standards.
- Research, review, prepare, and assist with special policy planning and project management.
- Utilize electronic and paper files to research previous planning approvals.
- Prepare environmental assessments, including 15183 exemptions, initial studies, negative declarations, mitigated negative declarations, environmental impact reports (EIRs) checklists and mitigation monitoring programs to ensure compliance with CEQA.
- Prepare screen check comments, letters to applicants, and staff reports.
- Maintain communications with applicants, interested parties, property owners, homeowner associations, etc.
- Attend, participate, and coordinate meetings on behalf of the City as requested.
- Respond to inquiries about projects from residents and applicants.
- Prepare notices for public meetings and hearings in accordance with agency and CEQA requirements.
- Attend community meetings and public hearings, as required, and present reports to various Commissions/Committees and to the City Council as directed by City staff.
- Manage project schedules in accordance with adopted time frames.
- Open, maintain, and close electronic and paper files in accordance with the City procedures.
- Review grading, building, and demolition plans for consistency with discretionary approvals and environmental mitigation, if appropriate.
- Provide back-up staff at the Planning public information counter if necessary.

B. Fee Schedule. All services shall be billed based on the hourly rates listed below. Rates are subject to increase at the start of every calendar year commencing January 2027. Annual rate increases shall not exceed 4% per year.

Position	Hourly Rate	Overtime Rate
Quality Control/Principal Planner: Allinder		\$233
Planning Manager/Principal Planner: Marple		\$212
Senior Planner	\$164	
Associate Planner	\$150	\$225
Assistant Planner	\$128	\$192
GIS Technician	\$138	\$200
Project Admin.	\$133	\$207
Hourly Planning Services	\$158	\$204
Time and Material	Rate	
Subconsultant Services – direct costs	15% markup	

EXHIBIT 'D'

Insurance Requirements for Professional Services

INSURANCE REQUIREMENTS

Consultants shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

Minimum Limits of Insurance: Coverage shall be at least as broad as:

Commercial General Liability

- Commercial General Liability Insurance with \$2,000,000 minimum limit for each occurrence and \$4,000,000 minimum limit for general aggregate.
- If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Commercial General Liability Additional Insured Endorsement naming the following as insured **on 2001 or earlier issued endorsement forms:**

"City of Manteca, its officers, officials, employees, agents, and authorized volunteers".

Automobile Liability

If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than:

- Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.
- Automobile Liability Additional Insured Endorsement naming the following as additional insured:

"City of Manteca, its officers, officials, employees, agents, and volunteers".

Worker's Compensation

As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions)

Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Other Insurance Provisions:

Except for the Professional Liability policy the insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Manteca, its officers, officials, employees, agents and authorized volunteers are to be covered as insured's as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 and CG 20 37 if completed operations coverage is required.
2. For any claims related to this contract, the Consultant's General Liability insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.

3. The applicant's General Liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by first-class mail , has been given to the City of Manteca.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Manteca reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Manteca

Waiver of Subrogation

Consultant hereby grants to The City of Manteca a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that The City of Manteca is an additional insured on insurance required from subcontractors.

SPECIAL RISKS OR CIRCUMSTANCES

The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances. If such change results in additional costs to the Consultant, the City and Consultant will negotiate the additional insurance costs.