

## ATTACHMENT 1

### 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 Harris & Associates, a 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

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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 the 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

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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:

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- (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 David Mack, AICP. 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 defend, 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 arising out of Consultant's negligent 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 arising out of 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 **EXHIBIT 'D'**. Other insurance provisions can be found below:

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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 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 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

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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:              Harris & Associates  
   60 West Alisal Street, Suite 200  
   Salinas, CA 93901  
   Attention: David Mack

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.

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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:**

Signed by:  
  
84D866B7599D4FF...  
\_\_\_\_\_  
Harris & Associates  
Darin Neufeld  
Director – Sustainability/Planning

**ATTEST:**

\_\_\_\_\_  
Cassandra Candini-Tilton,  
Director of Legislative Services

**COUNTERSIGNED:**

\_\_\_\_\_  
Matthew Boring  
Interim Director of Finance

**COUNTERSIGNED:**

\_\_\_\_\_  
Stephanie Van Steyn,  
Director of Human Resources

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Riana Daniel  
Interim 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](mailto: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](mailto: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](mailto: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, 2025<sup>1</sup>

Consultant selection and contract preparation begins week of May 5, 2025<sup>1</sup>

City Council Presentation and Contract award May 2025<sup>1</sup>

Work commences July 2025

<sup>1</sup> 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 or 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.



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                                      of                                      Manteca  
    1001                                      W.                                      Center                                      Street  
    Manteca,                                      CA    95337  
    Attention: \_\_\_\_\_

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.

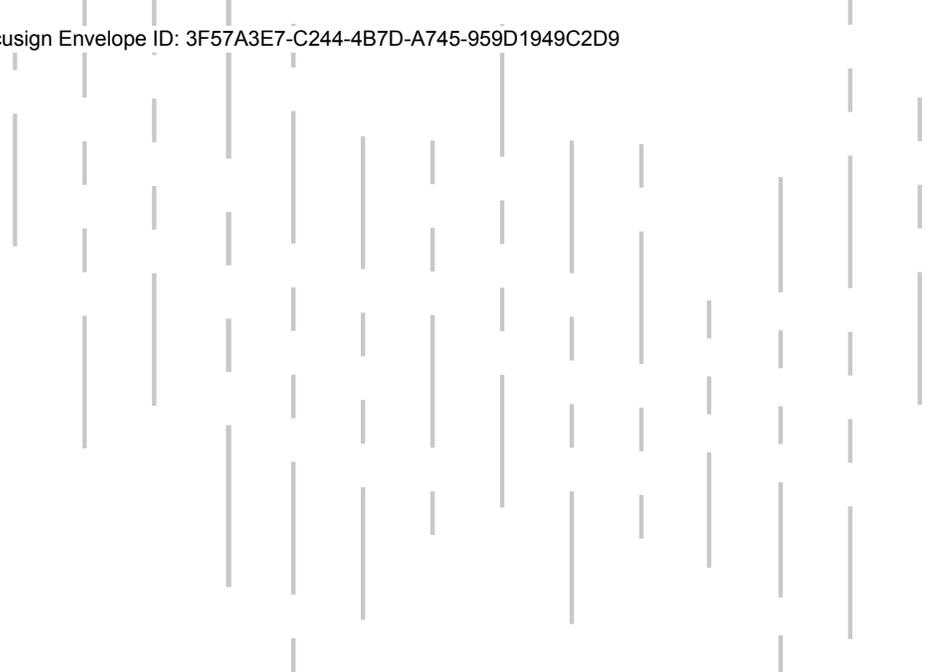
**SPECIAL RISKS OR CIRCUMSTANCES**

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.

**ATTACHMENT 1**

**EXHIBIT 'B'**

**CONSULTANT'S PROPOSAL**



# PLANNING SUPPORT STAFFING SERVICES



**CITY OF MANTECA**

*April 10, 2025*



**Harris & Associates**



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**Harris & Associates**

April 10, 2025

**Jesus R. Orozco**

Deputy Director  
City of Manteca  
1215 W. Center Street, Suite 201  
Manteca, CA 95337  
jorozco@manteca.gov

**City of Manteca Development Services Department, Planning Support Staffing Services**

Dear Jesus and the Evaluation Committee:

The City of Manteca requires a highly competent, committed, and locally accessible team with relevant expertise & experience, and unwavering commitment to provide planning support services. Harris & Associates (Harris) has earned a reputation for providing excellent client service through frequent communication and coordination, streamlined environmental review process, and high quality documentation that is comprehensive and legally defensible, yet concise and easily understood. We understand that each task order will require a different set of solutions; however, a high quality management team is essential to the success of every project.

**The Right Experience.** Harris has provided similar services to a number of public agencies, including the Cities of Walnut Creek, Salinas, and Willows, and the Counties of San Bernardino, Monterey, San Diego, and Humboldt. This work has included the review of new and existing discretionary permit applications, CEQA determinations, preparation of project related staff reports, and public hearing presentations.

**The Harris Team.** I will lead the Harris team for this effort. I bring more than 17 years of experience in community development and environmental planning, and will be supported by a full service team of in-house environmental planners and technical specialists who understand the unique perspectives of our public agency clients. Our senior planner/project manager, Delanie Garlick, has a strong background in land use analysis, environmental compliance, and project management, with a proven ability to navigate complex planning entitlements and work directly with developers on large-scale projects. The Harris team has experience managing small to large scale projects and understand the importance of teamwork and communication.

By selecting the Harris team, the City of Manteca DSD will have access to:

- An unbiased approach to consulting services that always puts the City DSD’s best interests first.
- A planning manager with an solid record of efficiently delivering excellent work products for cities and counties across California.
- A team with the expertise, capability, and availability to provide the requested services under this contract.
- Technical experts who are leaders in their field and have worked together on past projects.
- A team that possesses the necessary understanding of local, state, and federal regulatory processes.

**Our Commitment to You.** Over the course of more than 50 on-call planning and environmental contracts, Harris has made successful on-call administration a science. With equal parts communication and responsiveness, we will work with City staff to keep the pulse on your upcoming projects, making the right staff available at the right time to support the unique needs of each project.

Sincerely,  
**Harris & Associates, Inc.**

**David Mack, AICP**  
*Planning Manager/Senior Project Manager*  
david.mack@weareharris.com  
831.320.0413

**Harris & Associates, Inc.**  
2400 Del Paso Road, Suite 140  
Sacramento, CA 95834

916.970.8001 ■ WeAreHarris.com

# CHAPTER 1: PROPOSAL SUMMARY

*“[Harris] staff have been and continue to be extremely flexible, responsive, and provide appropriate, high quality staff to meet the County’s project staff support needs.”*

— Gail Getz  
Planning Manager  
County of San Diego

## Our Approach

The first step in our approach for any contract is to put together the best project team possible with the relevant expertise and experience. Harris understands the broad range of planning services the City will require under this contract. Our work approach for task orders is the same as operating our firm: develop high functioning teams to successfully accomplish tasks with minimal oversight. The foundation of this model is to first develop trust, both in competence and character. From here, the team can share perspectives, have constructive conflict to garner team accountability and commitment, and yield better project results. With commitment and accountability as part of the solution, we are more committed to each other and to achieving the team and project goals.

## Project Team

Harris understands that a high quality contract manager is essential to the success of as-needed services, and we hand-select our managers from the environmental field to provide clients with the highest caliber service. For this contract, we have identified David Mack, AICP as the Senior Project Manager with Delanie Garlick as Project Manager. David has more than 17 years of experience managing current and long-range planning projects for various public agencies and consulting firms. He worked for the County of Monterey for 11 years and the City of Marina for 2 years in positions ranging from Land Use Technician to Assistant Planner, Associate Planner, and Senior Planner. Delanie is an accomplished planner with extensive experience in city planning and development. Prior to joining Harris, she worked in-house as an Associate Planner for Placer County and as a Development Services Manager for the City of Boise. David and Delanie will work together to provide a hands-on approach to managing the contract and completion of individual task orders. The multiple points of contact provide consistency, continuity, and efficient use of resources when our team is working on multiple tasks.

Harris’ in-house planning and environmental services staff have decades of combined experience in current and long-range planning, CEQA and NEPA documentation, resource agency and regulatory agency permitting, regulatory permitting, biological and cultural/tribal cultural resource assessments, air quality, greenhouse gas, and noise modeling and reporting, hydrologic modeling, water quality assessments, local hazard mitigation plans, mitigation development and implementation, and mitigation monitoring and reporting plans.



## Contract Planning Services

Harris provides all levels of planning support services. Harris's services range from advisory support services (i.e., development project review, zoning and general plan consistency guidance, CEQA consistency guidance) to full staff augmentation (i.e., functioning as an extension of staff, leading projects through the entitlement process, development of project-specific staff reports/resolutions, and presenting at public hearings). Harris staff has worked in both large and small municipal cities (**San Juan Bautista, Marina, Pacific Grove, Walnut Creek, Gonzales, Salinas, San Diego**) and county jurisdictions of varying sizes (**Monterey County, San Diego County, Humboldt County, Siskiyou County, San Bernardino County**). Harris staff is able to adjust our role to fit the needs and service of each individual client.

We take great pride in providing well-written, legally defensible documents. Our staff reports are written to be thorough and concise, with well written summaries, identification of major issues, and detailed findings and evidence within the resolution(s), including consistency with Land Use Plans, Area Plans, and General Plans.

Harris has provided the following planning services for multiple jurisdictions, including the cities of **Marina, Carmel by the Sea, Gilroy and Pacific Grove**, as well as **Humboldt, Monterey, San Bernardino and San Diego** counties. These services are provided both in-person and virtually.

- Review, analyze, and evaluate discretionary and ministerial case applications according to agency standards.
- 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 screencheck comments, letters to applicants, and staff reports.
- Maintain communications with applicants, interested parties, property owners, homeowner associations, etc.
- Respond to inquiries about the project 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 Board of Supervisors as directed by City or County staff.
- Manage the project schedule in accordance with adopted time frames.
- Open, maintain, and close electronic and paper files in accordance with the City or County 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.

## List of Individuals and Contacts for this Proposal



**David Mack, Planning Manager/Senior Project Manager**  
david.mack@weareharris.com  
831.320.0413



**Randy Deodat, GIS Technician/Analyst**  
randy.deodat@weareharris.com  
619.481.5014



**Delanie Garlick, Senior Planner/Project Manager**  
delanie.garlick@weareharris.com  
925.494.3738



**Darin Neufeld, Director—Sustainability/Planning**  
darin.neufeld@weareharris.com  
619.481.5022



**Joseph Sidor, Senior Planner**  
joseph.sidor@weareharris.com  
831.256.7620



**Kate Elliott, Director—CEQA**  
kate.elliott@weareharris.com  
831.419.6800



**Amy Rossig, Sr. Associate Planner**  
amy.rossig@weareharris.com  
925.969.8008



**Shahira Ashkar, Environmental Project Director**  
shahira.ashkar@weareharris.com  
925.969.8006



**Jessica Shull, Associate Planner**  
jessica.shull@weareharris.com  
831.216.5695



**Grace Bologna, Assistant Planner**  
grace.bologna@weareharris.com  
949.412.0835

## CHAPTER 2: PROFILE ON THE PROPOSING FIRM

*“You did a GREAT job on this document and trust me, that’s not typical of many of the local environmental consulting firms.”*

—John Conley  
City Manager  
City of Vista

### Firm Profile

#### SIZE OF FIRM

Over 280 Employees

#### LOCAL ORGANIZATION STRUCTURE

If selected, Harris will staff this contract primarily out of our Sacramento office with bench support from our Salinas office. Our team will operate in a hybrid model with in-person services provided from our Sacramento office, which is located about a 45 minute drive from Manteca.

#### FINANCIAL STABILITY

Harris has provided quality engineering, environmental planning and compliance, and construction management services for 51 years and has offices throughout California. Our growth and expansion has been financed internally by reinvested earnings made possible by a strong cash position and balance sheet. No conditions such as pending litigation, bankruptcy, office closures, or mergers exist that would impede our ability to complete the contract. We can provide a copy of our audited financial statement upon request.

#### CAPACITY AND RESOURCES

The Harris team has approximately 50% capacity across our planning and CEQA staff. We can provide planning services at all levels, from Assistant Planner all the way to Planning Manager.

## Litigation

*San Bernardino County* – County filed a complaint against Skanska USA Civil West California District, Inc., AECOM Technical Services, Harris & Associates, Federal Insurance Company (surety bond), Fidelity and Deposit Company of Maryland (surety bond), Liberty Mutual Insurance Company (surety bond), Continental Insurance Company (surety bond), and Does 1 through 40, alleging breach of contract and negligence causing property damage to County’s Glen Helen Parkway Bridge project such as pavement cracking and earth movement on embankments. Complaint filed on May 10, 2019.

*Rancho San Antonio Housing Corporation* – Rancho San Antonio Retirement Housing Corporation dba The Forum at Rancho San Antonio v Quiring General, LLC, SmithGroup, Inc, Harris & Associates, and DOES 1 through 100 inclusive. The Forum filed a complaint against Quiring, SmithGroup and Harris alleging breach of contract and negligence. Harris has a contract with The Forum to serve as The Forum’s Representative for The Forum Senior Living Community Update Project. Complaint was filed on May 23, 2023. Harris’ attorney was notified of the filing on June 12, 2023.

*Kamel Zayat* – Zayat v City of San Marcos, San Diego County and Harris & Associates. Harris has not been served yet, but the claim has been filed on March 14, 2024, according to Harris’ attorney. Plaintiff is seeking damages for preventing developer from obtaining permit to build a house, generating comments without code reference, generating notice of wrongful violation notice, due to

conflict of regulation between City and County, using unqualified plan check review, and delaying the process to push the homeowner to give up on developing the site. Harris is a Consultant to Mr. Kamel Zayat in relation to preparation of biological resources letter report for Mr. Zayat’s property on Camino de la Cima, City of San Marcos, San Diego County, California. It appears that Mr. Zayat is disputing the scope of services provided by Harris in the biological resources letter report.

*Tracy CHP Partners, LLC* – Plaintiff, Tracy CHP Partners, LLC, filed a complaint against City of Tracy (a municipality in the County of San Joaquin, California), Al Gali (an individual), Veronica Child (an individual), Andrew Malik (an individual), Harris and DOES 1-50, inclusive on January 16, 2025, alleging (1) breach of contract against the City; (2) fraud and misrepresentation against all defendants; (3) inverse condemnation against the City; (4) negligent misrepresentation against all defendants; and (5) declaratory relief against the City. The action arises from the development and construction of a new California Highway Patrol (CHP) office complex. The claims against Harris solely relate to its preparation of memorandums to the City of Tracy regarding the City’s proposed reimbursement allocation and amounts to Plaintiff for specific improvements made to the Eastside Channel in the City of Tracy Storm Drainage Master Plan. Harris was served on February 6, 2025.

## CHAPTER 3: QUALIFICATIONS OF THE FIRM

*“Harris has effectively adapted to the Humboldt County process and style providing professional and high quality work. This has been particularly evident in presenting projects to the Humboldt County Planning Commission and Zoning Administrator where Harris has demonstrated they understand the projects they are presenting.”*

*—John Ford  
Director of Planning & Building  
County of Humboldt*

### Relevant Experience

Founded in 1974, Harris & Associates (Harris) specializes in serving the professional service needs of public agencies and institutions in the Western states. We provide expertise from project conception through occupancy in the municipal, transportation, water, and education market sectors. Harris offers our clients expertise and assistance in environmental, planning, affordable housing, municipal and district finance, engineering, program and construction management services.

Harris has a breadth of experience spanning urban, suburban, and rural settings, and specializes in building practical, feasible, creative solutions that fit the individual fiscal and socioeconomic circumstances of agencies. The Harris team has the experience to navigate highly complex planning projects through a multi-disciplinary approach, which seeks to advance equity and strengthen communities while balancing land use considerations and regulatory compliance in a cost-efficient manner.

We have experience managing the preparation and implementation of numerous diverse planning initiatives associated with the following key services:

- Long Range Planning
- Policy Planning
- Staff Planning
- Climate Action and Sustainability Planning
- Municipal/Finance
- Community Engagement and Equity
- Environmental review (CEQA and NEPA) and Compliance
- Habitat Conservation/Natural Community Conservation Planning

## Similar Projects



### As-Needed Environmental and Planning Support County of San Bernardino Land Use Services

Harris is providing planning support services/staff augmentation to the County of San Bernardino. In this role, Harris staff have served as an extension of County staff relative to the processing of Discretionary Permits (Major Use Permits, Solar Applications, etc.) and Development Pre-Applications (Pre-Apps) and associated CEQA documents required to allow the permitting of various project types throughout San Bernardino County. **Harris is responsible for application review, compliance determination with applicable general plan, zoning code, and individual land use and area plans.** San Bernardino County is a large geographically and economically diverse County. Harris staff has been able to quickly understand the applicable polices and verify projects are consistent with applicable policies for each individual planning area.

Harris is responsible for CEQA compliance determination (exemptions and initial studies) and preparing staff reports; resolutions with findings and evidence; development of conditions of approval; review of inter-departmental review/referrals and comments; public hearing notices; receipt, review, and coordination of public comments (pre-hearing); and post hearing documentation. Harris staff has utilized the County’s **Accela** EZOP permit portal to accurately track and document project status and achieve processing milestones.

**Harris is also contracted to prepare and/or peer review project specific CEQA documents (Initial Study/Negative Declaration/Mitigated Negative Declaration) for select projects, as assigned/requested by the County management.**

The preparation of the CEQA documents includes review of project files, peer review of supplied technical reports, and preparation of all CEQA related circulation documents, including Notice of Intent (NOI), Notice of Completion (NOC), Notice of Determination (NOD), as well as filing (upon request) of documents and payment of CEQA related fees.

### Adhering to Schedule and Budget

David Mack, AICP, serves as the main point of contact with the County, and manages project assignment, tracking, and completion time lines to **confirm that timely processing of applications is on track.** All Harris staff participate in monthly check-in/update meetings with County management to refine project processing and provide updates on any project specific challenges that are present.

Harris staff is responsible for verifying that scheduling deadlines are met for multiple hearing bodies. Harris staff is also available for project presentation to all hearing bodies, upon request by County management.

Harris is assisting the County to move through the backlog of development applications, in a timely manner and **frequently under budget** with minimal document revisions. Harris staff is quickly building the trust and respect of the County’s internal staff, applicants, decision-makers, and members of the public by **providing timely review, maintaining a superior level of review, clear and concise information distribution.**

#### Relevance

- Development/Planning Application
- Environmental Documents
- Staff Support
- Staff Reports and Resolutions
- Staff Report and Project File Documentation

**Total Project Cost:** \$6,000,000 (3 year contract)

**% of Work Responsible For:** 100%

**Time Period of Work:** 2023–current

**Reference:** Mark Wardlaw, Director—Land Use Services. [Mark.Wardlaw@lus.sbcounty.gov](mailto:Mark.Wardlaw@lus.sbcounty.gov)



**Planning & Development Services, Environmental and Planning Staff Support Services**  
 County of San Diego, Planning & Development

Harris provided contract staff support services related to CEQA to support the PDS Project Planning, Land Development, and Long-Range Planning Divisions. Harris staff authors and reviews Exemptions, 15183 Checklists, Initial Studies, Negative/Mitigated Negative Declarations, Environmental Impact Reports, as well as technical reports.

Our staff provide **expert senior-level review and coordinated with County staff and County Counsel on project issues**. As part of our services, **Darin Neufeld has briefed and presented to the Chief, Deputy Director, Assistant Director, Director, and Deputy Chief Administrative Officer, as well as Board staff**.

On one project, a winery and event center, the County encountered issues related to greenhouse gases and vehicle miles traveled. Darin helped the County develop an approach to make the project all-electric and evaluate vehicle miles traveled considering a winery location closer to the County, which might divert trips from farther counties. **These efforts allowed the application to process more quickly while preparing a legally defensible CEQA document**.

**Adhering to Schedule and Budget**

**David Mack, AICP has processed multiple planning permits for the County within the estimated times and budgets**. Harris staff is responsible for verifying that scheduling deadlines are met for multiple hearing bodies. Harris staff is also available for project presentation to all hearing bodies, upon request by County management.

Harris is assisting the County to move through the backlog of development applications, in a timely manner and **frequently under budget** with minimal document revisions. Harris staff is quickly building the trust and respect of the County’s internal staff, applicants, decision-makers, and members of the public by **providing timely review, maintaining a superior level of review, clear and concise information distribution**.

**Relevance**

- Staff Planning Support
- CEQA Documentation and Reviews
- Staff Report Preparations
- Public Hearing Presentations

**Total Project Cost:** Multi-year On-Call

**% of Work Responsible For:** 100%

**Time Period of Work:** 2023–2028

**Reference:** Michael Johnson, Chief of Departmental Operations, Planning & Development Services, michael.johnson1@sdcounty.ca.gov



### On-Call Planning Staff Support City of Willows

Harris is providing ongoing on-call planning staff support to the City of Willows, offering expertise in both short- and long-range planning, zoning, and residential and commercial development review. Serving as an extension of City staff, Harris delivers professional planning services and technical assistance to support day-to-day operations, guide applicants through the entitlement and CEQA processes, and ensure compliance with local and state regulations. With a strong emphasis on responsiveness and customer service, Harris helps the City maintain consistent, high-quality planning services while advancing community goals and regulatory clarity.

#### Adhering to Schedule and Budget

Delanie Garlick and Jessica Shull, serve as the main points of contact with the City. Each of them works closely with the Community Development Director to review, scope and estimate permit needs and processing. Delanie and Jessica participate in applicant meetings, internal scoping meetings, and advise internal and external departments on the status and needs of individual project applications.

Harris staff is responsible for verifying that scheduling deadlines are met for both the Planning Commission and City Council meetings. Harris staff (Delanie) also serves as the primary personnel for public hearing presentation (in-person) for both Planning Commission and City Council meetings when required. Harris staff has helped process and complete multiple project applications in a timely manner and frequently under estimated budget with minimal document revisions.

#### Relevance

- Development/Planning Application
- Environmental Documents
- Staff Support
- Staff Reports and Resolutions
- Staff Report and Project File Documentation

**Total Project Cost:** \$131,000

**% of Work Responsible For:** 100%

**Time Period of Work:** 2024–present

**Reference:** Marti Brown, City Manager, mbrown@cityofwillows.org



**Planning Support Services/Staff Augmentation**  
County of Monterey

Harris has provided planning support services/staff augmentation to the County of Monterey since late 2021. In this role, Harris staff have served as an extension of County staff relative to the processing of Administrative Permit and Discretionary Permits required to allow the permitting of various project types throughout Monterey County.

**Harris is responsible for application review, compliance determination with applicable general plan, zoning code, and individual land use and area plans.** Monterey County is a large geographically and economically diverse County. The County has multiple Land Use and Area Plans governing specific portions of the County. **Harris staff has been able to quickly understand the applicable polices and verify projects are consistent with applicable policies for each individual planning area.**

Harris is responsible for CEQA compliance determination (exemptions and initial studies) and preparing staff reports; resolutions with findings and evidence; development of conditions of approval; review of inter-departmental review/referrals and comments; public hearing notices; receipt, review, and coordination of public comments (pre-hearing); and post hearing document finalization including CEQA Notice of Determination (NODs), condition changes/amendment and resolution amendments. Harris staff tracks individual projects through all appeal periods.

Harris is also contracted to prepare project specific CEQA documents (Initial Study/Negative Declaration/Mitigated Negative Declaration) for select projects, as assigned/requested by the County Housing and Community Development (HCD) management. The preparation of the CEQA documents includes review of project files, peer review of supplied technical reports, and preparation of all CEQA related circulation documents, including Notice of Intent (NOI), Notice of Completion (NOC), Notice of Determination (NOD), as well as filing (upon request) of documents and payment of CEQA related fees.

**Adhering to Schedule and Budget**

**Harris staff is responsible for verifying that scheduling deadlines are met for multiple hearing bodies** (Administrative review, Zoning Administrator, Planning Commission, and Board of Supervisors). Harris staff is also available for project presentation to all hearing bodies, upon request by County management. Harris has enabled Monterey County to bring multiple project to public hearings with minimal public or hearing authority comments/questions.

Harris has assisted the County of Monterey to move through the backlog of development applications, in a **timely manner and frequently under budget with minimal document revisions**. Harris staff has quickly built the trust and respect of the County’s internal staff, decision-makers, and members of the public by providing timely review, maintaining a superior level of review, clear and concise information distribution.

**Relevance**

- Development/Planning Application
- Environmental Documents
- Staff Planning Support
- Staff Reports and Resolutions
- Staff Report and Project File Documentation
- Project Presentations

**Total Project Cost:** \$188,000 (3 year contract)

**% of Work Responsible For:** 100%

**Time Period of Work:** 2021–current

**Reference:** Craig Spencer, Director—HCD, [spencerc@countyofmonterey.gov](mailto:spencerc@countyofmonterey.gov)



## Planning Services

### City of Walnut Creek

Harris is providing contract planning services to the City of Walnut Creek’s Community Development Department, offering expert support across a range of planning functions including land development permitting, zoning, land use policy, environmental review, sustainability, and transportation planning. Harris staff also provided as-needed expertise in air quality, biological and cultural resources, greenhouse gas analysis, noise, and GIS mapping.

A key assignment included the Toyota Walnut Creek project, which required an amendment to the City’s North Downtown Specific Plan to establish a new Mixed-Use Special District. Harris led the City’s review of the project’s Supplemental EIR, coordinated with the applicant, CEQA consultant, City Attorney’s Office, and internal departments, and provided strategic guidance throughout the entitlement process. Darin Neufeld served as the City’s Consulting Senior Planner, presenting to both the Planning Commission and City Council in support of the project’s successful approval.

### Adhering to Schedule and Budget

Harris staff is responsible for verifying that scheduling deadlines are met and that staff is available for project presentations when requested by City leadership. Harris has completed requested project tasks in a timely manner and under budget with minimal document revisions.

#### Relevance

- Development/Planning Application
- Environmental Documents
- Staff Support
- Staff Reports and Resolutions
- Staff Report and Project File Documentation

**Total Project Cost:** Multi-year On-call

**% of Work Responsible For:** 100%

**Time Period of Work:** 2024–2027

**Reference:** Erika Vandenbrande, Community Development Director, 925.943.5836  
vandenbrande@walnut-creek.org

## PROJECT MATRIX

Team Member	County of San Bernardino As-Needed Environmental & Planning Services	San Diego County Environmental & Planning Staff Support Services	City of Willows, On-Call Planning Staff Support	Monterey County Planning Support Services	Walnut Creek, Planning Services
David Mack, Planning Manager/Sr. Project Manager	■	■	■	■	
Delanie Garlick, Principal Planner/Project Manager	■		■		
Joseph Sidor, Senior Planner				■	
Amy Rossig, Senior Associate Planner	■				
Jessica Shull, Associate Planner			■		
Grace Bologna, Assistant Planner	■	■		■	
Randy Deodat, GIS Technician/Analyst	■	■	■	■	■
Darin Neufeld, Director—Sustainability/Planning		■			■
Kate Elliott, Director—CEQA				■	
Shahira Ashkar, Environmental Project Director				■	

## David Mack, AICP

### PLANNING MANAGER/SENIOR PROJECT MANAGER

David has more than 17 years of experience in community development and environmental planning. His planning experience includes facilitating planning permit compliance and review; analyzing, preparing, and reviewing California Environmental Quality Act (CEQA) documents, including negative declarations (NDs), mitigated negative declarations (MNDs), and environmental impact reports (EIRs); and processing and reviewing proposed development projects, including general plan amendments, specific plans, and rezoning requests. David communicates with the public with clarity and proficiency and is a skilled and effective presenter. Work completed by David is concise, well scripted, and allows decision-makers and public members to understand the projects and potential issues/impacts clearly. David completes projects on time and within budget.

### RELEVANT EXPERIENCE

- **County of San Bernardino, CEQA and Planning Support Services.** Project Manager. Harris has provided planning support services/staff augmentation to the County since late 2023. In this role, Harris staff have served as an extension of County staff relative to the processing of Discretionary Permits, Development Pre-Applications, and associated CEQA documents. Harris is responsible for application review, compliance determination with applicable general plan, zoning code, and individual land use and area plans.
- **City of Willows, On-Call Planning Staff Support.** Project Manager. Harris is providing ongoing on-call planning staff support to the City, offering expertise in both short- and long-range planning, zoning, and residential and commercial development review. Serving as an extension of City staff, Harris delivers professional planning services and technical assistance to support day-to-day operations, guide applicants through the entitlement and CEQA processes, and ensure compliance with local and state regulations.
- **County of Monterey, Housing and Community Development, Staff Augmentation/Support Services.** Contract Planner/Project Manager. Harris assists the County with the processing of current planning applications and the preparation of project related environmental documents. Harris has completed projects ranging in complexity from administrative permits to conditional use permits being heard by the zoning administrator, Planning Commission, and Board of Supervisors. As project manager, David managed and completed project assignments from Monterey County, involving project file review; CEQA consistency determinations; CEQA document preparation, including NDs, MNDs, and EIRs; staff report preparation; and public hearing presentations (upon request). David and his staff worked with Monterey County employees to produce environmental review documents and staff reports in a timely manner and below budget for the last year and a half.
- **County of Humboldt, Planning Support Services/Staff Augmentation.** Project Manager. The Harris planning team provided planning support and staff augmentation services to the County of Humboldt from late 2020 to early 2023. Under David's leadership, Harris assisted the County with planning and environmental compliance services, including cannabis discretionary permit applications, current planning applications, management of environmental review processes, and preparation and completion of third party review of CEQA documentation. Harris delivered detailed, concise, and complete staff reports and conducted public presentations for Humboldt County for two years. During that time, decision makers with Humboldt County positively commented on the quality of work delivered.



### EDUCATION

BA, Environmental Studies

### CERTIFICATIONS

Certified Planner (AICP),  
AICP

## Delanie Garlick

### PRINCIPAL PLANNER/PROJECT MANAGER

Delanie is an accomplished planner with extensive experience in city planning and development, particularly in rewriting zoning codes and implementing policies to promote affordable and sustainable housing. She has led teams through significant changes, including the adoption of new procedures and engagement with various stakeholders. Prior to joining Harris, Delanie worked in-house as an Associate Planner for Placer County and as a Development Services Manager for the City of Boise. She has a strong background in land use analysis, environmental compliance, and project management, with a proven ability to navigate complex planning entitlements and work directly with developers on large-scale projects. Her career has also included roles in environmental protection, community outreach, and GIS analysis.



#### EDUCATION

MS, Geography

BA, Geography

#### RELEVANT EXPERIENCE

- **City of Willows, *On-Call Planning Staff Support*.** Planner. Harris is providing ongoing on-call planning staff support to the City of Willows, offering expertise in both short- and long-range planning, zoning, and residential and commercial development review. Serving as an extension of City staff, Harris delivers professional planning services and technical assistance to support day-to-day operations, guide applicants through the entitlement and CEQA processes, and ensure compliance with local and state regulations. With a strong emphasis on responsiveness and customer service, Harris helps the City maintain consistent, high-quality planning services while advancing community goals and regulatory clarity.
- **County of San Bernardino, *Land Use Services Department*.** Contract Planner. Harris assists the County with the processing of current planning applications and the peer review of project-related environmental documents. Harris has been assigned projects ranging in complexity from pre-application reviews to Major Conditional Use Permits being heard before the Planning Commission and Board of Supervisors. Delanie has managed and assisted with pre-application review, discretionary application review, internal project routing, inter-agency project briefings, project scoping meetings, technical analysis of housing-related projects, staff report preparation and review, and public hearing presentations. She has also assisted in coordination with responsible local, state, and federal agencies. Delanie has been part of a team that has reviewed and/or processed environmental review documents and discretionary permit applications in a timely manner and within budget.
- **City of Boise, *Various Projects*.** Senior Planner. In this role, Delanie reviewed, assessed, and analyzed development projects for compliance with the Boise City Zoning Code, Comprehensive Plan, and State of Idaho Local Land Use Planning Act (LLUPA). She prepared detailed reports and presented recommendations to the Planning and Zoning Commission and City Council on the most complex planning entitlements. Additionally, she served as a liaison to associated agencies and communities impacted by proposed developments. She participated in construction plan reviews and conducted final occupancy inspections to ensure compliance with required conditions of approval. Delanie performed professional-level planning work involving research, analysis, and technical assistance on major projects. She also assisted in training and onboarding new team members and supported the Planning and Zoning Manager.
- **Placer County, *Community Development Resource Agency*.** Associate Planner. Delanie performed professional planning duties related to land use, environmental protection, economic development, environmental compliance, and more. She administered applicable local ordinances and state and federal statutes, assisting the public with understanding and complying with regulations. She made CEQA and NEPA determinations and provided guidance on environmental review processes. Recognized for exceptional customer service, Delanie processed permits efficiently and engaged in public outreach. She coordinated with other departments and agencies, met regularly with applicants, and maintained project communication. She also prepared staff reports and delivered presentations of findings and recommendations to public hearing bodies.

## Joseph Sidor

### SENIOR PLANNER

Joseph has more than 14 years of experience in community development and environmental planning. His planning experience includes facilitating planning permit compliance and review, analyzing, preparing, and reviewing CEQA documents—including NDs, MNDs, and EIRs—and processing and reviewing proposed development projects such as general plan amendments, specific plans, and rezoning requests. Joseph prepares clear and precise documents, reports, and presentations that effectively convey the facts.

### RELEVANT EXPERIENCE

- **City of Pacific Grove, *Planning Support Services*.** Planner. Harris has been providing planning support and staff augmentation services to the City of Pacific Grove since September 2021. Joseph serves as a contract planner for development applications, including architectural permits, use permits, coastal development permits, amendments, and historic determinations. He also assists in CEQA compliance for discretionary permits and entitlements. Throughout the duration of this project, Joseph's proximity to the site and proactive attitude have allowed him to act immediately to client needs, contributing to the project's continued success.
- **County of Monterey, *Planning and Project Management*.** Senior Planner / Project Manager. Joseph served as a Senior Planner and Project Manager for the County of Monterey for 14 years. He is experienced in processing the full spectrum of routine and complex permit types, including design approvals, standard subdivisions, and General Plan Amendments. Key responsibilities and accomplishments include:
  - Prepared numerous environmental documents (Initial Studies and Addenda), and managed consultant contracts for two major project EIRs.
  - Served as planning lead for the Pebble Beach Development and Preservation Plan EIR and the subsequent Pebble Beach Inclusionary Housing EIR.
  - Effectively coordinated inter-agency and departmental project reviews, including:
    - > Land Use Advisory Committees (liaison)
    - > Airport Land Use Commission (primary staff support for 10 years)
    - > Housing Advisory Committee
    - > Agricultural Advisory Committee
    - > Historic Resources Review Board
    - > Big Sur Multi-Agency Advisory Council
  - Delivered effective presentations before the County's land use hearing authorities.
  - Led major planning projects including:
    - > 2013 Pfeiffer Wildfire Response
    - > 2019 Airport Land Use Compatibility Plans for Monterey Regional Airport and Marina Municipal Airport
    - > Del Monte Forest Land Use Plan Policy 20 Update
    - > Caltrans Rocky Creek Viaduct on Highway 1
    - > Foundation Windpower Commercial Wind Energy Conversion System



### EDUCATION

MS, International Relations  
BA, Political Science

### CERTIFICATIONS

CEQA 202: Exemptions  
Advanced CEQA/NEPA

### AFFILIATIONS

Association of  
Environmental Professionals  
(AEP)

## Amy Rossig

### SENIOR ASSOCIATE PLANNER

Amy brings over six years of experience in current planning within the public sector and more than four years of experience in affordable housing. Her planning background includes permit compliance and review, as well as the analysis, preparation, and evaluation of California Environmental Quality Act (CEQA) documents, including Negative Declarations (NDs) and Mitigated Negative Declarations (MNDs). In the affordable housing sector, Amy has significant experience in project management, guiding projects through the financial processes of tax credits and bond financing.



### EDUCATION

BA, Public & Urban Affairs

### RELEVANT EXPERIENCE

- **County of San Bernardino, *Land Use Services Department*.** Contract Planner. Harris assists the County with processing current planning applications and peer review of project-related environmental documents. Projects range in complexity from pre-application reviews to Major Conditional Use Permits heard before the Planning Commission and Board of Supervisors. As a Planner IV, Amy has managed and assisted with pre-application reviews, discretionary application reviews, internal project routing, inter-agency briefings, project scoping meetings, technical analysis of housing-related projects, staff report preparation and review, and public hearing presentations. She has also coordinated with local, state, and federal agencies. Amy has consistently supported the timely and budget-conscious review of environmental documents and discretionary permit applications.
- **City of Benicia, *General Planning*.** Planner. Assisted the department with public counter customer service and zoning inquiries. Reviewed building permits for compliance with planning requirements such as setbacks, coverage, height, floor-area ratio, and landscaping. Contributed to implementation of the Downtown Mixed Use Master Plan, a form-based code aligned with the City's central vision.
- **Placer County, *Zoning Code Update*.** Planner. Updated the Reasonable Accommodations section of the Zoning Ordinance to align with the Housing Element. Changes included removal of notification requirements and findings related to surrounding impacts, and coordination with the Placer Airport Land Use Commission for consistency findings.
- **Placer County, *Design Review*.** Planner. Managed design review for commercial projects, including fast-food chains like Chick-fil-A and KFC, in areas with strict design standards. Reviewed residential projects within a Specific Plan area to ensure compliance with local guidelines.
- **Placer County, *Conditional Use Permit*.** Planner. Managed review of a proposed development of 57 tiny vacation rental cabins in Foresthill, CA, within a high fire severity zone. The project faced public opposition due to fire safety concerns and single-road access. Responsibilities included coordination and preparation of the Environmental Impact Report (EIR).
- **Placer County, *Setback Variance and Appeal*.** Planner. Reviewed a proposal to reduce side setback requirements on a 20-acre parcel to permit unpermitted structures. Findings to support the project could not be made, leading to an appeal from the Zoning Administrator to the Planning Commission and subsequently to the Board of Supervisors. The project was exempt from CEQA as it could not be approved.
- **City of Benicia, *Historic Preservation and Design Review*.** Planner. Handled historic preservation and design review projects including additions to non-contributing homes, window remodels, roof replacements, and structure restorations. Ensured compliance with local design standards and the Secretary of the Interior's Standards and Guidelines for Rehabilitation and Restoration.

## Jessica Shull

### ASSOCIATE PLANNER

Jessica is a dedicated planner with three years of experience preparing and processing varying levels of discretionary permits. She has successfully prepared staff reports and led public hearings before key bodies such as the Historic Resources Board, Design Review Board, Zoning Board of Adjustment, and Planning Commission. Jessica's expertise spans both current and long-range planning, allowing her to contribute to a diverse array of community-focused projects. She has consistently demonstrated her ability to engage with teams, work across departments, and produce solutions that enhance community outcomes. Jessica's unique strength lies in her ability to translate complex planning information into accessible formats. She fosters trust with stakeholders by addressing community needs effectively and delivering clear, well-crafted documents, reports, and presentations.



### EDUCATION

MS, Community Development

BS, Political Science

### RELEVANT EXPERIENCE

- **County of San Bernardino, *Land Use Services Department*.** Contract Planner. Harris assists the County with the processing of current planning applications and peer review of project-related environmental documents. Jessica has managed and supported a wide range of responsibilities including pre-application reviews, discretionary application review, internal project routing, inter-agency project briefings, technical analysis of housing-related projects, and preparation of staff reports. She also coordinates with local, state, and federal agencies during project consideration. Jessica has presented at public hearings and has helped ensure projects are processed efficiently, within budget, and in compliance with applicable planning standards.
- **City of Willow, *Community Development & Services Department*.** Contract Planner. Jessica currently supports the planning review process, ensuring compliance with zoning codes and local ordinances while facilitating development approvals. Her responsibilities include reviewing discretionary applications, preparing comprehensive staff reports for the Planning Commission, and analyzing project compatibility with city policies. She facilitates pre-application meetings with developers and provides zoning code interpretation support to City staff, promoting consistent and informed decision-making.
- **City of Carmel-by-the-Sea, *Community Planning and Building Department*.** Contract Principal Planner. Jessica managed the review of administrative and discretionary applications for residential and commercial developments. She reviewed project compliance with zoning, general plans, and specific ordinances and prepared staff reports for both the Planning Commission and City Council. She also conducted reviews of building permits to ensure adherence to previously established conditions of approval.
- **City of Salinas, *Various Projects*.** Planner. Jessica served as staff lead for the Historic Resources Board, playing a central role in preserving the city's cultural heritage. She managed preservation initiatives, reviewed historic designations, and collaborated with architects, developers, and stakeholders. Notably, she led the reinstatement of the Mills Act Program, conducting best practice research to align it with city priorities. Her work secured grant funding to support pre-development efforts for affordable housing and contributed to long-term sustainability goals.
- **City of Springfield, *Various Projects*.** Planner. Jessica provided critical front counter and phone support, serving as a key point of contact for the public. She facilitated meetings with developers and city staff, prepared staff reports for administrative projects—including site plan reviews and ADUs—and ensured alignment with planning objectives. Her cross-department collaboration helped streamline development processes while supporting transparency and community satisfaction.

## Grace Bologna

### ASSISTANT PLANNER/ANALYST

Grace is an accomplished analyst with three years of experience in environmental compliance. She has demonstrated expertise in conducting thorough environmental impact assessments, developing and implementing environmental policies, and ensuring adherence to regulatory standards. Her project work includes the Buena Vista Landfill Redevelopment Project EIR, Monterey County Aladin Property IS/MND, Fresno Self Storage Facility IS/MND, noise monitoring and analysis for Fresno Clinton Avenue Widening Project, and various planning support services for the San Bernardino County On-Call CEQA and Planning Services.

### RELEVANT EXPERIENCE

- **County of San Bernardino, CEQA/Planning Services.** Environmental Analyst. Harris is providing planning support services/staff augmentation to the County of San Bernardino. Harris is responsible for application review, compliance determination with applicable general plan, zoning code, and individual land use and area plans. Grace provides Environmental Analysis for project components, which involves tasks such as communicating with County staff, conducting solar research, and reviewing CEQA documents.
- **County of Santa Cruz, Buena Vista Landfill Project EIR and Permitting.** Environmental Analyst. The project includes the construction of two transfer stations, a new composting facility, the realignment of Harkins Slough Road, and a closure plan. Harris is preparing the EIR, and Grace prepared the aesthetics analysis. The project is located along Buena Vista Drive, which is a County-designated scenic roadway, and the analysis includes photo-documented evaluation from several viewpoints along Buena Vista Drive.
- **County of Monterey, On-Call Services, Markley Industrial Park IS/MND.** Environmental Analyst. The project includes construction of two industrial buildings on 9.5 acres of undeveloped land near Salinas. Harris is preparing the IS/MND as an extension of County staff, and Grace is preparing several of the required analyses.
- **City of Fresno, Self-Storage Facility, IS/MND.** Environmental Analyst. The project includes construction of a 228,989-SF storage facility with interior and exterior units on a 7.6-acre undeveloped site. Grace was the lead analyst preparing most of the impact discussions for the 20-required topics.
- **City of Watsonville, Municipal Services Center Improvements, Environmental Information Form.** Environmental Analyst. To help determine the appropriate CEQA documentation, Grace assisted City staff by completing the Environmental Information Form, which required determining potential impacts for several issue areas.
- **City of Santa Cruz, Climate Action Program.** Sustainability Intern. Prior to joining Harris, Grace assisted the City in updating their climate action plan (CAP). She applied various data analysis techniques to support electrification projects and presented the findings to City council, enabling informed decision-making and strategic alignment with CAP 2023 objectives. Grace championed research initiatives, successfully identifying and securing grants to fund electrification projects, furthering the City's pledge to adopt renewable energy solutions.



### EDUCATION

BA, Environmental Studies with a concentration on Global Environmental Justice and a Minor in Sustainability Studies

## Randy Deodat

### GIS TECHNICIAN/ANALYST

Randy is a GIS analyst with over ten years of experience with geographic information sciences. He has worked extensively in database design and management, with GPS, and with GIS customization. As the GIS lead on several large scale, fast-paced projects, he has developed mobile applications updates to use in the field. He has also assisted in the preparation of biological technical reports, environmental impacts reports, IS/MNDs, and agency compliance submittals.

### RELEVANT EXPERIENCE

- **City of Watsonville, *Local Hazard Mitigation Plan*.** GIS Analyst. Harris prepared the City's first Local Hazard Mitigation Plan, which assessed the City's risk associated with natural hazards, including the City's exposure to climate change-induced hazards, such as extreme heat and sea-level rise. Randy supported the team's geo-spatial analyses, risk and vulnerability assessments for Hazards of Concern using ArcGIS. He developed map templates and geo-spatial data management systems for hazard and vulnerability data layers. He also developed an on-line web-portal concept for the City.
- **City of Watsonville, *Lee Road Trail Project*.** Lead GIS Analyst. Harris prepared the Initial Study for a proposed pedestrian/bicycle trail alongside Lee Road between the railroad crossing, just west of West Beach Street, to Harkins Slough Road at the Pajaro Valley High School entrance. The project area included lands within the jurisdiction of the City of Watsonville, County of Santa Cruz, and the California Coastal Commission. Randy created and maintained a cohesive GIS database and used specific GIS tools to confirm quality data.
- **City of San Diego, *De Anza Natural Amendment to the Mission Bay Park Master Plan PEIR*.** GIS Specialist. Harris is updating the 2019 Screencheck Draft Program Environmental Impact Report (PEIR) for the De Anza Natural Amendment to the Mission Bay Park Master Plan. Randy worked closely with the City's GIS team to ensure accurate acreage counts for each proposed and alternate site plan. He performed consistency checks and ran biological impacts analysis on each site plan to help determine the affects the project will have in the community.
- **City of Soledad, *Water and Sanitary Sewer Master Plans*.** GIS Analyst. This project included mapping the City's existing infrastructure on a large poster-sized map to provide the City with a visual representation of their water and sewer utilities. This map was also used for the City's emergency response team, providing addresses and emergency access points. Randy helped with creating a complete GIS database using spatial analysis tools to fill in attribute gaps using publicly available GIS data-layers. He helped with the map's design and worked with the City's staff to refine the data and map with their institutional knowledge.
- **City of Irvine, *2045 General Plan Update*.** GIS/Graphics. Randy is a GIS/Graphics expert for the 2045 General Plan Update involving updates to several elements, including Land Use, Circulation, Open Space, Safety, Noise and a new Environmental Protection and Climate element. Randy created the graphics for the reports, and performed spatial analysis to determine evacuation route vulnerabilities, inventory site characteristics, and natural hazard susceptibilities.
- **Veolia Water/City of Richmond, *Cutting Boulevard Trash Capture*.** GIS Analyst. Harris teamed with the City/Veolia to identify a feasible location to install a trash capture device upstream of outfall to the Bay at Cutting Boulevard. Our team was instrumental in assisting the City in finding a suitable location for the trash capture device, which resulted in saving money and reduced time of construction. Randy's responsibilities included activating ArcGIS Online system for the client to collect trash data.



### EDUCATION

BA, Geography

AA, Geography

## Darin Neufeld, AICP

### DIRECTOR—SUSTAINABILITY/PLANNING

Darin has 18 years of experience in environmental planning and project management, eight of those working for lead agencies. He specializes in CEQA compliance. He has experience with master-planned communities, commercial/retail, industrial, renewable energy, climate action planning, and long-range planning projects. Darin has managed complex and controversial projects including general plan amendments, community plans, climate action plans, and large-scale renewable energy projects. For six years, Darin managed the CEQA process for the County of San Diego Planning & Development Services Department. He oversaw the review and production of CEQA documents while managing 32 staff in his role as Chief, Departmental Operations.

### SELECT EXPERIENCE

- **City of Walnut Creek, *Planning Services*.** Project Manager. Harris is providing contract planning services to the City of Walnut Creek’s Community Development Department, offering expert support across a range of planning functions including land development permitting, zoning, land use policy, environmental review, sustainability, and transportation planning. Harris staff also provided as-needed expertise in air quality, biological and cultural resources, greenhouse gas analysis, noise, and GIS mapping. Darin Neufeld served as the City’s Consulting Senior Planner, presenting to both the Planning Commission and City Council in support of the project’s successful approval.
- **County of San Diego PDS, *As-Needed PDS Staff Support Services*.** Project Manager. Darin is managing contract staff support services related to CEQA to support the PDS Project Planning Division. Darin authors and reviews Exemptions, 15183 Checklists, Initial Studies, NDs/ MNDs, and EIRs. He provides expert senior-level review and coordinates with County staff and County Counsel on project issues.
- **County of San Diego PDS, *Climate Action Plan (CAP) Update Supplemental Environmental Impact Report (SEIR) Services*.** Project Manager. Darin is providing professional services related to climate change and GHGs on a temporary basis to support the County’s preparation of the CAP Update and CAP Update SEIR. Specifically, these services are provided to support the County as it remedies the issues affirmed in the Appellate Court decision.
- **County of San Diego PDS, *Climate Action Plan (CAP)*.** SEIR Project Manager/Lead SEIR Reviewer and Author. The County’s CAP was a multi-year effort with extensive stakeholder outreach. The CAP provided mitigation for the County’s General Plan to reduce greenhouse gas/climate change impacts. The CAP SEIR analyzed the impacts of the CAP measures and provided alternatives and mitigation measures to reduce those impacts. Darin managed the entire CAP SEIR process as a Planning Manager and Chief for the County PDS and provided support to the project team, including presenting at Planning Commission and Board of Supervisors hearings. Darin was also a primary lead in settlement negotiations with Petitioners and prepared the administrative record. Darin reviewed and edited all County opening and reply briefs in support of litigation. He reviewed and prepared multiple sets of CEQA findings and decision documents for Board of Supervisors approval. He briefed Supervisors directly on multiple occasions leading up to the hearing. The CAP SEIR was highly controversial because it provided mitigation for in-process and future general plan amendments to reduce their greenhouse gas emissions to zero through the use of carbon offsets. Darin led the County as the carbon offset and greenhouse gas expert, including presenting information on carbon offsets to the Board of Supervisors, at public workshops/hearings, and to numerous stakeholders. The County’s CAP was one of the first projects following the Newhall Ranch Additional Environmental Analysis to apply carbon offsets as a programmatic mitigation to reduce greenhouse gas emissions to net zero.



### EDUCATION

MA, Urban History  
BA, History

### CERTIFICATIONS

Certified Planner, American Institute of Certified Planners

### SPEAKING ENGAGEMENTS

“Bridging the CAP: From Climate Action Planning and Implementation to Healthy Communities in Santa Barbara and San Diego Counties,” Panelist  
Advanced CEQA Workshop, Association of Environmental Professionals, Panelist  
CEQA Essentials Workshop, Association of Environmental Professionals, Panelist

## Kate Elliott

### DIRECTOR—CEQA

Kate is a director of Harris' Environmental Planning & Compliance (EPC) group. She has more than 30 years of experience in project management of CEQA and NEPA environmental compliance documents for development and infrastructure projects, including complex and controversial projects. Kate has led large multidisciplinary teams of technical specialists, subconsultants and vendors. She possesses excellent written and interpersonal communication skills and is organized, attentive to detail, and committed to producing high quality legally defensible work products.

### RELEVANT EXPERIENCE

- City of Watsonville, *Middle Struve Slough Water Quality and Enhancement Project and CEQA Documentation.*** CEQA Advisor/Project Manager. The Project is a multi-benefit ecosystem and watershed restoration project to improve water quality through stormwater capture and infiltration, habitat restoration and enhancement, and wetland watershed protection measures developed by the City in coordination with the non-profit organization Watsonville Wetlands Watch. Kate assisted the City in determining whether the project falls within the CEQA Guidelines Section 15333 (Class 33), which provides an exemption from CEQA for Small Habitat Restoration Projects, and oversaw the preparation of the supporting documentation that provided the rationale and demonstrated why there was no exceptions to using the exemption applied. The project was completed on an accelerated schedule to meet funding requirements.
- City of Santa Cruz, *Graham Hill Water Treatment Plant Improvements and Tank Replacements IS/MND.*** Project Director and QA/QC Reviewer. Kate provided CEQA compliance guidance and QA/QC review of the IS/MND prepared for this complicated project. The project included replacement of three existing concrete tanks to increase the capacity of the Graham Hill Water Treatment Plan (GHWTP), as well as upgrade and improve the reliability of the water treatment system. Improvements also included a new sub-drain system, two new pump station, new electrical building, replacement access footbridge and staircase, and up to five retaining walls to provide slope support along the site edges and access road. Key issues included geology and soils (slope stability), biological resources (endangered Mount Hermon June beetle), hydrology/water quality, and construction-related dust and noise on the surrounding residences.
- County of Santa Cruz, *Buena Vista Landfill Redevelopment Project EIR and Permitting.*** Project Manager. With the landfill reaching capacity by approximately 2032, the project provides the necessary facilities and infrastructure on the County's landfill property to divert solid waste to the Monterey Peninsula Landfill located 19 miles to the south. The project includes two transfer stations (one for self-haulers and one for franchise haulers); two options for diverting organic material, including a new composting facility onsite; realignment of Harkins Slough Road; and a closure plan that includes capping and revegetating the landfill. The primary issues include changes to traffic and transportation patterns and potential impacts to biological resources, including several protected species such as the California red-legged frog.
- Santa Cruz County Sanitation District, *Freedom Sewer Rehabilitation Project CEQA Plus IS/MND.*** Project Manager. The project replaces approximately five miles of existing collection lines in residential neighborhoods in unincorporated Freedom. Because the County applied for federal funding through the State Water Board and the U.S. Department of Agriculture, it was subject to federal environmental regulations and CEQA. Therefore, a "CEQA Plus" document was prepared that also addresses the Clean Air Act, Endangered Species Act, the Migratory Bird Treaty Act, and National Historic Preservation Act in the air quality, biological resources, and cultural resources analyses, respectively.



### EDUCATION

MA, Urban Geography  
BA, Geography

### AFFILIATIONS

Association of Environmental Professionals (AEP), Board Member of Monterey Bay-Silicon Valley Chapter  
American Public Works Association (APWA)

### TRAINING

CEQA and NEPA Compliance Series, ICF Jones & Stokes  
Developing Effective Mitigation Measures, ICF Jones & Stokes  
Regulatory Compliance and Permitting, ICF Jones & Stokes

### AWARDS

AEP Merit Awards for North Coast Rail Trail EIR and Santa Cruz Coastal Rail Trail Segments 8 and 9 EIR

## Shahira Ashkar

### ENVIRONMENTAL PROJECT DIRECTOR

Shahira is a senior project manager with nearly 30 years of experience managing multidisciplinary transportation and planning projects, managing on-call and master services agreements for state and local agencies, and preparing both California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents. She has worked on numerous on-call environmental service contracts with Caltrans in cities and counties across the state, and has also provided similar services to the Cities of Sacramento, Roseville, Tracy, and Fresno, and the Counties of Contra Costa, Alameda, Merced, San Joaquin, and El Dorado, among others.

### RELEVANT EXPERIENCE

- Caltrans Headquarters, CEQA/NEPA Support Services for Environmental Policy Support and Project Delivery Improvement Services (Contracts 43A0315, 43A0269, and 43A0413).** Generalist/Cultural Resources Specialist/Task Order Manager. Shahira served as a generalist and cultural resources specialist on early contracts, participating in beta testing of training for Section 4(f) of the Department of Transportation Act and Section 106 of the National Historic Preservation Act. She provided feedback and helped to develop the Section 106 course for Caltrans generalists. She reviewed environmental documents for consistency with Caltrans' annotated outline and compliance with federal regulations in support of quarterly audits. When the Task Order Manager for the NEPA Assignment TO retired, Shahira took on the role, overseeing assistance to Caltrans on desktop reviews discussed above, as well as with yearly district monitoring, assistance with memorandum of understanding (MOU for NEPA delegation) updates, quarterly calls with Caltrans, consultants, and local agency staff, Standard Environmental Reference updates, and other tasks.
- Caltrans District 6, On-Call Environmental Services (Contracts 06A2441 and 06A2671).** Project Manager. Shahira served as project manager and primary point of contact for Parsons Transportation Group, who held these contracts. Shahira reviewed, staffed and costed task orders, managed internal and subconsultant staff, monitored budgets and schedules, reviewed invoices and prepared monthly progress reports, and addressed any issues that arose. Task orders under these contracts were exclusively biological studies, including conducting blunt-nosed leopard lizard protocol surveys, which required specialized staff. For both task orders, the BNLL protocol surveys were completed on time.
- Caltrans District 10, On-Call Environmental Services (Contracts 06A2450, 06A2673, and 06A3014).** Contract Manager. Shahira served as the contract manager for three consecutive environmental on call services contracts for District 10. As contract manager, she served as primary point of contract for the Caltrans contract manager, reviewed, staffed and costed task orders, managed internal and subconsultant staff, monitored budgets and schedules and addressed any issues that arose. The contract amounts were \$6.5 million, \$6.5 million, and \$11 million respectively. Under 06A2673, nearly 40 task orders were executed and contract capacity was reached prior to the end of the period of performance, due primarily to middle-mile broadband projects.
- UC Davis Health, UC Davis Health On-call Environmental Services, Contract Manager.** Shahira managed this \$3.6 million contract to provide planning services to for the Sacramento Medical Campus. Under this contract, she provided QA/QC and guidance for the preparation of the EIRs for the Long Range Development Plan, Aggie Square, and Initial Studies and Supplemental CEQA documents addressing smaller projects. She also served at project manager for preconstruction survey and construction monitoring work orders.



### EDUCATION

MA, Anthropology

BA, Anthropology

### REGISTRATION

Registered Professional  
Archaeologist (RPA)

## Client References for On-Call Services



### COUNTY OF SAN BERNARDINO

#### Mark Wardlaw

Director—Land Use Services

Mark.Wardlaw@lus.sbcounty.gov, 909.387.8311

### COUNTY OF SAN DIEGO

#### Michael Johnson

Chief of Departmental Operations, Planning & Development Services

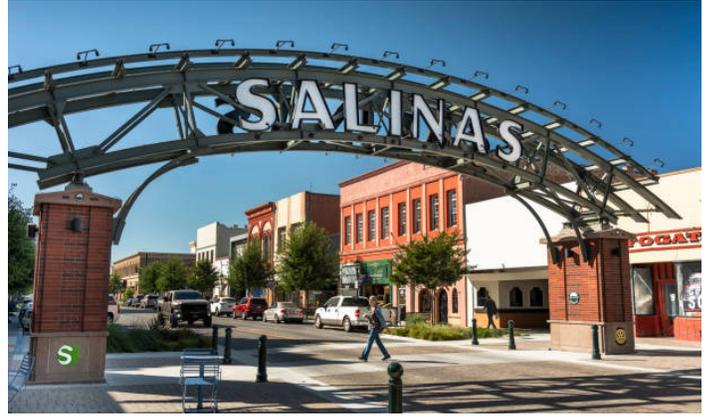
michael.johnson1@sdcounty.ca.gov, 858).694.2960

### CITY OF WILLOWS

#### Marti Brown

City Manager

mbrown@cityofwillows.org, 530.934.7041



### CITY OF SALINAS

#### Lisa Brinton

Director of Planning

lisab@ci.salinas.ca.us, 831.758.7387

### COUNTY OF HUMBOLDT

#### John Ford

Director of Planning and Development Services

jford@co.humboldt.ca.us, 707.268.3738

### CITY OF PACIFIC GROVE

#### Matt Mogensen

City Manager

mmogensen@cityofpacificgrove.org, 831.648.3174

## CHAPTER 4: PROPOSAL EXCEPTIONS

*“Thank you for your dedication to this project and for your patience and perseverance!! I know it was a tall order to accelerate the schedule as we did and the fact that we were able to meet the [accelerated] hearing date was no small feat indeed!!”*

*-Greg Wade  
City Manager  
City of Solana Beach*

Harris would like to submit the following language changes to **Attachment C: Sample Agreement for Professional Services** and **Attachment D: Insurance Requirements for Professional Services** for the City’s consideration:

### ATTACHMENT C

#### Recitals Section

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

#### Agreement Section

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 a timely ~~an expeditious~~ manner.

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. Consultant’s fees may increase annually, after the initial two year term, to account for inflation, cost of living, promotions, industry trends and regulatory changes.

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. If available, all payments by the City will be made by Electronic Funds Transfer (EFT). Consultant will provide the City with its bank ABA number, account number and designation of the account to which such EFT shall be made. Consultant will be responsible for notifying the City when Consultant’s EFT in-formation changes.

12. A. Professional Ability of Consultant. 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 field of expertise.

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.

15. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and authorized 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), to the extent arising out of Consultant's negligent 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 arising out of the active negligence or willful misconduct of the City, its officers, agents, employees, or authorized volunteers.

16.B.1. Insurance Requirements. 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.

28.A. Prohibited Interests. Consultant acknowledges 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 acknowledgment warranty, City shall have the right to rescind this Agreement without liability.

31. Limitation of Liability. To the extent permitted by law, Consultant's total aggregate liability arising out of or relating to this Agreement shall not exceed the available insurance proceeds specified in this Agreement.

## ATTACHMENT D

### Commercial General Liability

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".

### Other Insurance 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 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 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 certified mail, return receipt requested has been given to the City of Manteca.

### Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with 30-day notice to the Entity.

### 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.

# CHAPTER 5: PROPOSAL COSTS SHEET AND RATES

Planning Staff Services	Hourly Rate	Overtime Rate
Planning Manager/ Sr. Project Manager: David Mack	\$245	n/a
Principal Planner/Project Manager: Delanie Garlick	\$235	n/a
Senior Planner: Joseph Sidor	\$205	n/a
Senior Associate Planner: Amy Rossig	\$180	n/a
Associate Planner: Jessica Shull	\$160	n/a
Assistant Planner: Grace Bologna	\$125	n/a
GIS Technician/Analyst: Randy Deodat	\$175	n/a
Director—CEQA: Kate Elliott	\$310	n/a
Director—Sustainability/Planning: Darin Neufeld	\$305	n/a
Environmental Project Director: Shahira Ashkar	\$265	n/a

**Notes:**

Rates are subject to adjustment due to promotions during the effective period of this schedule. A new rate schedule will become effective January 1<sup>st</sup> of every year.

Annual rate escalation tied to the Consumer Price Index shall be included for multi-year contracts and projects.

When applicable, the following charges will be added to projects:

- Production
  - Black & white printing \$0.02/page (8.5x11) and \$0.03/page (11x17)
  - Color printing will be \$0.06/page (8.5x11) and \$0.08/page (11x17)
- Data-Gathering Tools
  - Harris Drone, GPS Unit, Noise Meter – \$100/day or add \$10/hour to billing rate
- Vehicles and Mileage
  - Harris Vehicle – \$60/day
  - Personal Vehicle – Mileage will be charged at the current IRS rate
- All subconsultant charges and other direct costs are subject to a 10% markup

# ATTACHMENT A: PROPOSER'S INFORMATION FORM

City of Manteca – RFP for Professional Planning Services

## Attachment A

Proposer's Information Form

### PROPOSER (please print):

Name: Harris & Associates

Address: 1401 Willow Pass Road, Suite 5000, Concord, CA 94520

\_\_\_\_\_

Telephone: 925.827.4900

Email: david.mack@weareharris.com

Contact person, title, email, and telephone: David Mack, Planning Manager/Senior Project Manager  
david.mack@weareharris.com, 831.320.0413

\_\_\_\_\_

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

- Individual
- Joint Venture
- Partnership
- Corporation

When incorporated? 1977

In what state? California

When authorized to do business in California? 1974

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,  DM 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

Director, Sustainability/Planning

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.

Harris & Associates, Inc.

\_\_\_\_\_  
Corporation Name (type or print)

By: Darin Neufeld, AICP

Date: 4/10/2025

Title: Director, Sustainability/Planning



## 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 cases 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 the project 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 the project schedule 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.

**ATTACHMENT 1**

**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. Annual rate increases shall be that of the Consumer Price Index, not to exceed 4% per year.

<b>Position</b>	<b>Hourly Rate</b>
Planning Manager/ Sr. PM: Mack	\$235
Principal Planner: Garlick	\$225
Senior Planner: Sidor	\$190
Senior Associate: Rossig	\$175
Associate Planner: DeNinno	\$155
Assistant Planner: Bologna	\$125
GIS Tech/Analyst: Deodat	\$155
Director CEQA: Elliott	\$280
Director Sust./Planning: Neufeld	\$280
Env. Project Director: Ashkar	\$250
<b>Time and Material</b>	<b>Rate</b>
Production	Black & white printing \$0.02/page (8.5x11) and \$0.03/page (11x17) Color printing will be \$0.06/page (8.5x11) and \$0.08/page (11x17)
Data Gathering Tools: Harris Drone, GPS Unit, Noise Meter	\$100/day or add \$12.50/hour to the billing rate
Vehicles and Mileage	Harris Vehicle – \$75/day Personal Vehicle – Mileage will be charged at the current IRS rate
Subconsultant Services – direct costs	10% 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 if 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 a 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 a limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 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 authorized volunteers are to be covered as insureds with 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 a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## ATTACHMENT 1

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 affecting 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 a change results in additional costs to the Consultant, the City and Consultant will negotiate the additional insurance costs.