

# **CITY OF ELK GROVE**



## **Request for Proposals**

**For**

**On-Call Environmental Consulting Services  
City of Elk Grove  
Development Services - Planning**

**Office of the City Clerk  
City of Elk Grove  
8380 Laguna Palms Way, Suite 200  
Elk Grove, CA 95758**

**Proposals Due by 5:00 p.m., July 31, 2009**

**Introduction:**

The City of Elk Grove requests written responses to a Request for Proposals (RFP) for selection of Environmental Consultant(s) to provide environmental consulting services for one or more proposed projects including but not limited to general plan amendments, rezones, tentative subdivision maps, conditional use permits, and specific plans. The City of Elk Grove anticipates selecting three or four firms to provide consulting services on an on-call basis, and that each firm(s) may subsequently be asked to prepare specific proposals for more than one project.

The Environmental Consultant will be responsible for the preparation of Environmental Impact Reports (EIR) Environmental Impact Statements (EIS), Negative Declarations, Mitigated Negative Declarations, technical studies and other California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) documentation for proposed projects. Environmental Consultants must be willing to work collaboratively, with and manage the work of, other members of the environmental analysis team. The City of Elk Grove will, based on qualifications presented in response to this RFP, select the firm(s) best able to provide environmental consulting services for upcoming private and City initiated projects.

One signed original and eight (8) hard copies, and one (1) CD copies of the proposals should be submitted to the Office of the City Clerk by **5:00 p.m., July 31, 2009**. Proposal shall be submitted in a sealed envelope clearly marked Elk Grove Redevelopment Services and addressed to:

**OFFICE OF THE CITY CLERK  
CITY OF ELK GROVE  
8380 Laguna Palms Way, Suite 200  
Elk Grove, CA 95758**

Questions regarding this RFP are to be directed by e-mail to: Don Hazen, Planning Director at dhazen@elkgrovecity.org. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum. All questions must be submitted by **July 24, 2009** and answers to submitted questions will be available via the City of Elk Grove Web site by clicking the "View" under View Details/Documents for the Bid announcement.

Proposals will not be accepted by fax or electronically.

**Late Proposals:**

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

**Withdrawal or Modifications of Proposals:**

Any proposal may be withdrawn or modified by a written request signed by the consultant and received by the City Clerk prior to the final time and date for the receipt of proposals. Once the deadline is past, consultants are obligated to fulfill the terms of their proposal.

**Proposal Acceptance and Rejection:**

The City of Elk Grove reserves the right to accept any proposal, to reject any and all proposals if said rejection is deemed in the best interest of the City, to call for new proposals, and to award the contract to other than the lowest proposal if deemed "proposal most advantageous to the City".

**Proposal Evaluation and Award:**

Evaluation will be made on the bases of the selection criteria noted in Attachment A. Award shall be made to the responsible consultant(s) whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and adherence to the included specifications. The City will enter into a Contract with the successful consultant(s) for the specified services and deliverables. All consultants that were not selected by the City shall be notified in writing. Nothing herein shall obligate the City to award a contract to any responding consultant.

**Waiver of Irregularities:**

The City retains the right, in its sole discretion, to waive any irregularities in proposals that do not comply with the strict requirements of this RFP, and the City reserves the right to award a contract to a consultant submitting any such non-compliant proposal, all in the City's sole discretion.

**Validity of Pricing:**

Consultants are required to provide a fee structure including, if applicable, the hourly rate of the principles to be assigned to the matter, and proposed cost and expense reimbursements levels. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City.

**Warranty of Usage:**

No warranty or guarantee of project quantities is given or implied. It is understood that the consultant will furnish the City's needs as they arise.

**Qualification/Inspection/Interviews:**

Proposals will only be considered from consultants normally engaged in providing the types of services specified herein. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding consultants and/or to award a contract without conducting interviews.

**Delivery:**

The successful Consultant will supply services in compliance with the provisions of the contract and provisions of this request for proposal at the address listed.

**Acceptance and Conditions**

The products and services must comply fully with the terms of the RFP and be of the required quality.

**Payment Terms:**

Payment on non-disputed invoices will be paid net 45 days from date of receipt of invoice. In submitting proposals under these specifications, consultants' should take into account all discounts, both trade and time, allowed in accordance with the above payment policy.

**Performance:**

It is the intention of the City to acquire services as specified herein from a Consultant that will give prompt and convenient service. Any such contract will be non-exclusive, and the City reserves the right to seek services from other sources, in the City's sole discretion.

**Term of Contract:**

The term of the contract will be for a specific period of time, commencing upon contract execution. The contract may be extended by mutual Contract of the two parties.

**Change Orders:**

If, in the course of performance of the Contract, Consultant or the City proposes changes to the Project, and informal consultation with the other party indicates that a change in the terms and conditions of the Contract may be warranted, Consultant or the City may request a change in the Contract. The parties to the Contract will meet to discuss and negotiate the required change order documents. Upon completion of those negotiations, the negotiated change order documents will be submitted to the City for approval. Upon approval by the City, an "Order to Proceed" with the approved changes will be submitted to Consultant. Any Amendment to this Contract will not render ineffective or invalidate any unaffected portions of this Contract.

## **Insurance:**

### **Consultant Shall Maintain Insurance:**

Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

### **Consultant to Provide Evidence of Insurance:**

Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish to the City, and the City must approve, original certificates of insurance and endorsements effecting coverage for all policies required by the Contract. The certificates shall be signed by a person authorized by the insurer, or insurers, to bind coverage on their behalf. Certificates of insurance and endorsements shall be on standard Accord, Department of Insurance, and Insurance Services Office approved forms or on forms approved by the City. As an alternative to providing the City with approved forms of certificates of insurance and endorsements, the Consultant may provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by this Section. At anytime at the written request of the City, the Consultant agrees to furnish one or more copies of each required policy including declarations pages, conditions, provisions, endorsements, and exclusions. Such copies shall be certified by an authorized representative of each insurer. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

### **City May Obtain Insurance at Consultants Expense:**

In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

### **No Suspension of Insurance:**

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated 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, except in the event of non-payment of premium, in which case no less than ten (10) days prior written notice by certified mail, return receipt requested, must be given to the City.

### **Deductibles:**

Any deductibles exceeding five thousand dollars (\$5,000) must be declared to, and approved by, the City.

### **Coverages Shall Not Limit Obligations:**

The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

### **Required Limits:**

Consultant and its Consultants and sub-Consultants shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its Consultants and sub-Consultants of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its Consultants or sub-Consultants to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

- (1) Workers' Compensation and Employer's Liability Insurance.

Consultant shall maintain Workers' Compensation insurance as required by Labor Code Section 3700 of the State of California and Employer's Liability Act's, including Longshoremen's and Harbor Workers' Act ("Acts"), if applicable. Employer's Liability limits shall not be less than one million dollars (\$1,000,000) per occurrence. The Consultant

shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

If an injury occurs to any employee of the Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Consultant. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by the Consultant.

(2) Commercial General and Automobile Liability Insurance.

The insurance shall include, but not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than one million dollars (\$1,000,000) per occurrence/five thousand dollars (\$5,000) medical per occurrence, and two million dollars (\$2,000,000) per policy aggregate. As an alternative to the per policy aggregate the Consultant may have an aggregate limit of one million dollars (\$1,000,000) per project apply. Coverage shall be at least as broad as Insurance Services Office "occurrence form CG 00 01 (ed. 10/03)" covering commercial general liability or its equivalent, and Insurance Services Office "form CA 00 01 (ed. 06/92) covering automobile liability, Code 1 "Any Auto".

Consultant shall include all sub-Consultants as insureds under its policies or shall furnish separate Certificates for each sub-Consultant. All coverage for sub-Consultants shall be subject to all of the insurance requirements stated herein. Commercial general liability coverage shall include independent Consultant's coverage, and the Consultant shall be responsible for assuring that all sub-Consultants are properly insured.

The commercial general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:

- a. Provision or endorsement naming the City and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- b. Provision or endorsement stating that for any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

- d. Provision or endorsement stating that the Consultant'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.

(3) Professional Liability.

The Consultant and its Consultants and sub-Consultants shall secure and maintain in full force, during the term of this Contract professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. As an alternative, Consultants and sub-Consultants of the Consultant may maintain in full force during the term of this Contract, professional liability insurance coverage not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) annual aggregate, provided the Consultant and the Consultant's insurance carrier both provide to the City a written statement to the effect that "There are no known claims, reserves, or circumstances that might impair the annual aggregate amount of Consultant's Professional Liability policy." If any professional liability policy is written on a "claims made" basis, such policy, and any succeeding policy must be specifically endorsed to show that "prior acts" occurring at anytime after the inception date of this Contract will be covered. Upon termination of the Contract with the City, the same professional liability insurance requirements will apply for a three (3) year period following such termination. A "tail" policy may be purchased as an alternative to satisfy this requirement.

**Verification of Coverage:**

Consultant shall furnish City with original certificate of insurance and endorsements effecting coverage required by this clause. The certificates of insurance and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates of insurance and endorsements are to be received and approved by City before work commences.

**Sub-Consultants:**

Consultant shall include all sub-Consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-Consultant. All coverage for sub-Consultants shall be subject to all of the requirements stated herein.

**Indemnification:**

The Consultant shall indemnify, keep, and save harmless the City, its Authorized Representatives, agents, officials, and employees (individually and collectively "Indemnitees") against all losses, damages, claims, suits, penalties, liens, liabilities, judgments, costs, and expenses, (collectively "Liability" or "Liabilities") including but not limited to fees of attorneys and other professionals, arising out of, in connection with, resulting from or related to any act, omission, fault or negligence of the Consultant or any of its Sub-Consultants, Consultants, employees, servants, or agents (individually and collectively "Indemnitors") in connection with or related to the Contract, including but not limited to Liabilities on account of personal injury to or death of any person (including employees of Indemnitees) or for damage to or loss of use of property (including property of the City).

The indemnification specified in this Section shall apply even in the event of the act, omission, fault, or negligence, of the Indemnitees, but shall not apply to Liability arising from the sole or active negligence or willful misconduct of the Indemnitees.

The indemnification specified in this Section shall survive termination of the Contract or final payment thereunder and is in addition to any other rights or remedies that the Indemnitees may have under the Law or under the Contract. In the event of any claim or demand made against Indemnitees, the City may at its sole discretion reserve, retain, and/or apply any monies due the Consultant under the Contract, for the purpose of resolving such claims; except that the City may release such funds if the Consultant gives the City reasonable assurance that the City's interests will be protected. The City shall, in its sole discretion, determine whether such assurance is reasonable.

Claims against Indemnitees by any employee of Indemnitors shall not in any way limit the Consultant's indemnification obligation as set forth above, including the amount and/or type of damages, compensation, and/or benefits payable by or for Indemnitors under workers' compensation acts, disability

benefit acts, and/or other employee benefit acts and/or insurances.

Nothing contained in the Contract is intended to or shall have the effect of creating any rights in any third party against any Indemnitee.

Except as permitted by California Civil Code §2782.1, 2782.2 and 2782.5, such indemnities shall not inure to the benefit of an Indemnitee so as to impose liability on the Consultant for the active negligence of the City, or to relieve the City of liability for such active negligence.

**Records:**

Consultant shall maintain complete and accurate records with respect to labor costs, material expenses, parcels abated or serviced and other such information required by City that relates to the performance of services under this Contract. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. Consultant shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Contract. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

**(See next page for Guidelines for Proposal)**

## Guidelines for Proposal

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP, and should not contain redundancies and conflicting statements.

Proposals shall be printed double sided, submitted on 8-1/2" x 11" recycled paper, with easy to read font size and style. Pages shall be numbered, tabbed, and presented in a three (3) ring binder. Tabbed dividers should separate and identify the response items described below.

One signed original and eight (8) hard copies, and one (1) CD copies of the proposals should be submitted to the Office of the City Clerk by **5:00 p.m., July 31, 2009**. Proposal shall be submitted in a sealed envelope clearly marked Elk Grove Redevelopment Services and addressed to:

**OFFICE OF THE CITY CLERK  
CITY OF ELK GROVE  
8380 Laguna Palms Way, Suite 200  
Elk Grove, CA 95758**

Proposals shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Don Hazen  
Planning Director  
City of Elk Grove  
8401 Laguna Palms Way  
Elk Grove, CA 95758

The letter should state the prime consultant and include the consultant's name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the consultant's understanding of the project based on this RFP and any other information the consultant has gathered. Include a statement discussing the consultant's interest and qualifications for this type of work.

2. Table of Contents

The consultant shall insert a comprehensive table of contents denoting sections three through seven of the proposal as indicated below.

3. Qualifications and Experience

Consultant's proposal shall address the following:

- a. Types of services that your firm is particularly qualified to perform. Generally describe the scope of services that can be provided by your firm without the use of outside consultants.
- b. A brief description of the proposer's overall organization and areas of practice. Identify the lead person who will be the primary liaison with the City and include staff resumes for individuals that are expected to participate in the environmental review process and discussion of each individual's potential role in the process.

- c. Description of the organization and expertise of sub-consultants that you have typically used over the past five years, particularly for traffic reports, and identification of the tasks typically assigned to sub-consultants.
- d. Current permanent staffing levels and a discussion regarding how the size of the firm has varied over the past five years
- e. Description of the proven rate of on-time and on-budget environmental documents.
- f. Description of projects completed for other cities, public or private industries over the past five years.
- g. A representative work sample of an EIR for which the proposer took a lead role, completed within the last five years.
- h. A brief representative list of projects completed in the last five years by any proposed sub-consultant
- i. Lists of lawsuits or litigation, and any action brought about due to any job undertaken by the proposer or its sub-consultants which is still pending or has occurred on projects within the past five years. (For any resolved actions, please elaborate on the outcome of the lawsuit or litigation).
- j. Discussion of public outreach experience
- k. Standard Billing Rate
- l. Other information that may aid the Selection Committee in ascertaining your qualifications.

4. Work Plan

The work plan should indicate the consultant's ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this RFP. The work plan should describe the various tasks and steps that the consultant plans to undertake, estimation of the time needed to complete each task or step, and how these tasks and steps lead to specific deliverables. The plan should be simple, easy to read and follow, and should address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

5. Conflict of Interest Statement

Any activities or relationships of the consultant that might create a conflict of interest for the consultant or the City, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the City to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

6. Supportive Information/References

This section may include graphs, charts, photos, resumes, references, etc. in support of the consultant's qualifications.

7. Fee

This section should include the cost for requested products and services outlined in the Scope of Work. Interested firms shall clearly describe and outline fees for the services to be provided. The consultant will notify the City and request payment for the products and services by submitting an invoice and a brief description of work performed during the billing period. Upon receipt of the invoice, the City will review in a timely manner the products and services noted, verify completion and authorize payment. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City.

8. Professional Services Contract

Attached to the RFP (Attachment B) is a copy of the City of Elk Grove's standard Professional Services Contract. Please review this document carefully and note in your proposal any exceptions or alterations to the contract. Please note that the City may not accept the proposed exceptions or alterations. Alterations or changes to the contract which were not in the consultant's response will not be made after the selection of the consultant. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal basis.

**(See next page for Scope of Work)**

## **SCOPE OF WORK**

In accordance with the California Environmental Quality Act (CEQA), the City of Elk Grove (CITY) has adopted the CEQA Guidelines (California Code of Regulations – title 14, Chapter 3) as its procedures for the review of development projects and other activities to ensure that the environment of the State is protected and enhanced. Pursuant to these procedures, the City anticipates that the preparation of environmental document(s) may be required for potential future projects. Due to the potential for project schedules to overlap, the City may ask several firms to provide consulting services and the firm(s) may subsequently be asked to provide written proposals for more than one project.

The selected consultant(s) may be asked to provide a variety of professional services and prepare environmental documents (such as Environmental Impact Reports, Mitigated Negative Declarations, Negative Declarations, Initial Studies, and/or technical studies) in compliance with the requirements of CEQA and NEPA. Typical environmental impacts which will need to be assessed include but are not limited to:

- Aesthetics
- Agricultural Resources
- Air Quality
- Biological Resources
- Climate Change/Global Warming (Green House Gases)
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation/Traffic
- Utilities and Service Systems

The selected consulting firm must be prepared to effectively address the following:

1. Assist the City's Planners in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City of Elk Grove staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.
2. Communicate, cooperate and team with specialized environmental consultants and City staff and other City consultants as necessary.
3. Demonstrate the depth and breadth of the firm to provide a full range of environmental consulting services capable of meeting the needs of any given private development or City initiated project.
4. Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget.

Sub-consultants may be utilized for various technical reports. The City reserves the right to require the use of approved sub-consultants, particularly with respect to traffic reports, and not permit the use of sub-consultants that have not been approved.

## ATTACHMENTS

### Attachment A: Evaluation and Selection Criteria

1. **Firm Experience:** Demonstrated experience with CEQA/NEPA compliance; capacity to balance multiple project/priorities; ability to provide a full range of services; and/or work on similar projects.
2. **Coordination and Supervision:** Evidence of ability to provide efficient and comprehensive hands-on project management. Ability to maintain quality of the work product. Demonstrated experience of project manager who will respond to “as needed” service request(s) for the City.
3. **Team Work:** Demonstrated experience, ability and willingness to work as a team with other consultants and design professionals and City staff.
4. **Qualifications and Experience of Staff and/or Sub-consultants:** Present qualification of principals and project team members including a clear definition of the primary responsibility of each, and previous experience performing similar services.
5. **Schedule and Budget Responsiveness:** Demonstrated ability to complete previous projects, to meet critical deadlines, and remain within budget estimates.
6. **Quality Control and Assurance:** Evidence of quality management policies, particularly assurance that: projects are approached with critical and comprehensive thought to ensure that documents meet professional standards, from analysis/conclusions and recommendations to content presentation and attention to editorial details.

**Attachment B: Professional Service Contract**

The standard form consultant contract used by the City of Elk Grove is attached.