

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY**

DEPT: Planning and Community Development

BOARD AGENDA:6.D.1
AGENDA DATE: May 15, 2018

SUBJECT:

Approval of a Professional Services Agreement with Michael Baker International, Inc. to Provide On-Call Planning Services for Various Planning and Community Development Projects through June 30, 2022

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0221

On motion of Supervisor Withrow _____, Seconded by Supervisor Olsen _____
and approved by the following vote.

Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini _____

Noes: Supervisors: None _____

Excused or Absent: Supervisors: None _____

Abstaining: Supervisor: None _____

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:



ATTEST: PAM VILLARREAL, Assistant Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Planning and Community Development

BOARD AGENDA:6.D.1
AGENDA DATE: May 15, 2018

CONSENT:

CEO CONCURRENCE:

4/5 Vote Required: No

SUBJECT:

Approval of a Professional Services Agreement with Michael Baker International, Inc. to Provide On-Call Planning Services for Various Planning and Community Development Projects through June 30, 2022

STAFF RECOMMENDATION:

1. Approve a Professional Services Agreement with Michael Baker International, Inc. to provide on-call planning services for various Planning and Community Development projects through June 30, 2022, at an amount not to exceed \$500,000.
2. Authorize the County Purchasing Agent to sign the agreement.
3. Authorize the County Purchasing Agent to sign future amendments and to extend the initial term of the contract as provided in the agreement.

DISCUSSION:

The Planning and Community Development Department is recommending utilizing a consultant to provide on-call planning services for: current planning, long-range planning, special projects, and community development services. The use of a consultant benefits the department and its customers by ensuring responsive and timely services, while simultaneously providing the department with the flexibility it needs to meet fluctuations in workload on an on-call basis. The ability to utilize consultants helps ensure that planning services projects are all processed expeditiously and ensures that technical support is immediately available to assist county staff and project applicants on more complex development projects.

It is anticipated the on-call consultant will provide support to the department with processing land use development applications during Budget Year 2018-2019 primarily associated with commercial cannabis activity regulations.

As a result of the anticipated increase in land use development activities, the department issued a Request for Proposal (RFP) on October 27, 2017. On December 1, 2017 five proposals were received from the following firms:

- First Carbon Solutions, of Fresno, California

- JB Anderson Land Use Planning, of Ripon, California
- Michael Baker International, Inc. of Rancho Cordova, California
- Rick Engineering, of Folsom, California
- Willdan Engineering, of City of Industry, California

An Evaluation Committee (EC) comprised of three representatives from the Planning and Community Development Department was established for the purpose of evaluating the proposals received in response to this RFP. The consultants were evaluated over three phases based on the following criteria:

PHASE I	MAXIMUM POINTS
Phase I – Review and Evaluate Financials	Pass / Fail
Notify Proposer Not Proceeding onto Phase II	
PHASE II	MAXIMUM POINTS
Phase II – Commitment/qualifications of designated key staff	20
Phase II – Clarity of proposal	15
Phase II – Understanding of agricultural and rural land use planning	15
Phase II – Demonstrated experience providing planning services to similar government agency	20
Phase II – Firm’s hourly fee structure for designated key staff assigned	15
Phase II – Results of reference checks	15
TOTAL POSSIBLE WEIGHT OR POINTS:	100
PHASE III	MAXIMUM POINTS
Phase III – Evaluation of pricing proposal Purchasing	

During Phase I, First Carbon Solutions was deemed non-responsive and did not advance to the next phase.

During Phase II, Planning and Community Development Department staff reviewed, evaluated, and ranked the proposals based on the above criteria. Additionally, respondents participated in a formal interview with the EC members. On the basis of the oral presentation and the written proposal, the evaluators made a final ranking of potential Proposers.

During Phase III, purchasing evaluated pricing proposals using a weighted average.

The following chart reflects the overall ranking of each respondent:

RANKING	POINTS
Michael Baker International, Inc.	94
Willdan Engineering	86
Rick Engineering	85
J.B. Anderson Land Use Planning	74

Based on the evaluation results of the three phases Planning staff selected Michael Baker International, Inc. of Rancho Cordova, California as the most qualified consultant. Michael Baker International, Inc. has provided current planning, long-range planning, environmental, and outreach services to hundreds of California counties and cities for over 40 years. The firm is supported by more than 6,000 employees in 90 offices, and has the depth of staff available to offer temporary, long-term, or on-call planning services.

With the Board of Supervisors' approval, the professional services agreement with Michael Baker International, Inc. for on-call planning services will commence on June 1, 2018 and will expire on June 30, 2022, with a not to exceed amount of \$500,000. Stanislaus County may extend this agreement on a year-to-year basis; however, in no case shall the renewal extend beyond four years from the expiration. The actual services to be provided shall be described in specific work authorizations for each assignment. Each work authorization will include a description of services to be provided, the period of performance, the funding source, and a not to exceed amount of compensation.

POLICY ISSUE:

Government Code Section 23005 and 25502.5 requires Board of Supervisors' approval for all contracts exceeding \$100,000.

FISCAL IMPACT:

The proposed on-call planning services agreement will be funded by a combination of existing appropriations in the Planning and Community Development legal budget unit, from Federal and State grant funding, and on an actual cost application reimbursement basis.

BOARD OF SUPERVISORS' PRIORITY:

Approval of the on-call planning services agreement will support the Board of Supervisors' priority of *Delivering Efficient Public Services and Community Infrastructure* to benefit residents and businesses by providing the department with the

flexibility it needs to meet fluctuations in workload on an on-call basis ensuring that planning services projects are processed expeditiously.

STAFFING IMPACT:

Existing Planning staff will administer the on-call consultant agreement.

CONTACT PERSON:

Angela Freitas, Planning and Community Development Director
Telephone: (209) 525-6330

ATTACHMENT(S):

1. Request for Proposal (RFP)
2. Agreement for Professional Services



Request for Proposal

RFP #17-68-AS On-Call Planning Services

RFP INFORMATION:

PROPOSAL RESPONSE DATE: December 1, 2017	PROPOSAL RESPONSE TIME: NO LATER THAN 2:30 p.m.
DELIVER PROPOSAL SUBMITTALS TO: Stanislaus County GSA Purchasing Division 1010 10 th St., Suite 5400 Modesto, CA 95354 Proposers are required to submit 1 original and 4 additional copies of their proposal response (including all required attachments) to the address below. Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the package, and be delivered in a sealed package. Failure to do so may cause the proposal to be rejected.	
PRE-PROPOSAL CONFERENCE DATE: N/A	PRE-PROPOSAL CONFERENCE TIME: N/A
LOCATION OF PRE-PROPOSAL CONFERENCE: N/A	
MANDATORY ATTENDANCE AT PRE-PROPOSAL CONFERENCE REQUIRED: No If attendance is mandatory, failure to attend this conference will result in rejection of bid.	
Any changes to this Bid are invalid unless specifically modified by Stanislaus County (County) and issued as a separate addendum document. Should there be any question as to changes to the content of this document, County's copy shall prevail. All addenda and notices related to this solicitation will be posted by County on Public Purchase. In the event this Bid is obtained through any means other than Public Purchase, County will not be responsible for the completeness, accuracy, or timeliness of the final Bid document.	

TABLE OF CONTENTS

		Page Number
1.	INTRODUCTION	4
	1.1. Statement of Purpose	
	1.2. Scope of Services	
	1.3. Contract Duration	
	1.4. Proposal Deadline	
	1.5. Nondiscrimination	
	1.6. Assistance to Proposers with a Disability	
2.	RFP SCHEDULE OF EVENTS	7
	2.1. Schedule of Events	
	2.2. Pre-Proposal Conference Requirement	
	2.3. Pre-Proposal Conference	
3.	GENERAL REQUIREMENTS AND INFORMATION	8
	3.1. Proposal Inquiries	
	3.2. Proposal Format	
	3.3. Proposals Received Late	
	3.4. Proposal Errors	
	3.5. Default or Failure to Perform	
	3.6. Proposal Security	
	3.7. Performance Bonds	
	3.8. Payment Bonds	
	3.9. County Code	
	3.10. Cash Discounts	
	3.11. Timing of Award	
	3.12. Right of Rejection	
	3.13. Form of Contract / Exceptions and Alternatives	
	3.14. Failure to Comply	
	3.15. Disqualification	
	3.16. Protest and Appeal Procedures	
4.	TERMS AND CONDITIONS	12
	4.1. Cost of Preparations of Proposal	
	4.2. Rights to Pertinent Materials	
	4.3. Public Records Act	
	4.4. Modification of Scope of Services	
	4.5. Right of County to Reject Proposals	
	4.6. Examination of Proposal Documents	
	4.7. Insurance Provisions	
	4.8. Sample Agreement	
5.	PROPOSAL SUBMITTAL PROCESS	14
	5.1. Submittal Documents	
	5.2. Proposal Submittal	
	5.3. Proposal Elements	

6.	EVALUATION CRITERIA AND PROPOSER SELECTION	18
	6.1. Evaluation of Proposals	
	6.2. Selection Process	
	6.3. Evaluation Phases	
	6.4. Award	
7.	STANDARD CONTRACT INFORMATION	20
	7.1. Contract Approval	
	7.2. Contract Payments	
	7.3. RFP and Proposal Incorporated into Final Contract	
	7.4. Contract Monitoring	
	7.5. Contract Amendment	
	7.6. Sample Contract	
8.	SUBMITTAL DOCUMENTS	28
	8.1 Proposal Cover Page	
	8.2 Proposal Checklist	
	8.3 Response Clarification Addendum	
	8.4 Non-Collusion Affidavit	
	8.5 Local Vendor Preference Notice	
	8.6 Bond Requirements	
	8.7 SB854 Notice	
9.	SCOPE OF WORK ATTACHMENTS	35
	• Exhibit A - Scope of Work / Technical Specifications	
	• Exhibit B - Insurance Requirements	
	• Exhibit C – Fee / Pricing Schedule	
	• Exhibit D – Project Schedule	
	• Bond Requirements (if applicable)	
	• SB-854 Notice (if applicable)	

SECTION ONE—INTRODUCTION

1.1 Statement of Purpose

The Stanislaus County Planning and Community Development Department is seeking proposals from qualified firms to provide professional services for Planning Services on an on-call basis for both the Planning Division and Community Development Division.

1.2 Scope of Services

The Planning Division provides administration of the County's General Plan; Zoning and Subdivision Ordinances; Land Use Entitlement permitting; environmental reviews/compliance; surface mining and reclamation; Williamson Act contracts; and serves as staff to the Stanislaus County Planning Commission and Airport Land Use Commission. The Community Development Division provides administration of federal entitlement, state, and local funding supporting various community development, public service, emergency solutions, and housing programs.

Current planning activities include the review and processing of land use applications, including staff approvals, use permits, land divisions, rezones, variances, etc. Long range planning activities vary, but may include General Plan amendments, code amendments and development, and other efforts based on the Board of Supervisor's priorities.

On-Call Planners are expected to have expertise in multiple disciplines that are necessary to process a variety of development application types including: land use entitlements, CEQA, Subdivision Map Act, architectural review, and landscape architectural review. As a County with a strong agricultural economy, the general knowledge of basic agricultural principles is a helpful skill for planners to possess.

The selected proposer must meet all the requirements and expectations listed, as well as all the general contractual requirements mandated by the County. Any specifications and processes defined in this Request for Proposal (RFP) reflect the current environment, but in no way limit response to this solicitation. All proposers, however, must explain thoroughly, how their offering meets the minimum service and deliverable expectations specified in the RFP. Award shall be made to the proposer whose proposal is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County.

This RFP contains the instructions governing the requirements for proposals including the format in which proposal information is to be submitted and the material to be included; the requirements that must be met to be eligible for consideration; and the responsibilities of the proposer before and after implementation.

Scope of Work

The primary focus of responsibility being solicited is for the processing of land use development applications, including preparation of initial studies, staff reports, power points and project management responsibilities. The selected firm(s) or individuals will make a firm commitment to providing dedicated staff to support the Department and designated staff will be expected to perform at the journeyman level. Any substitution of staff will require County approval and concurrence with the recommended staffing changes.

It is anticipated the on-call planner will provide support to the Division on anywhere between 1 to 5 land use development applications at any one time; however, the County anticipates the possible need for the on-call planner to assist with 10-30 conditional use permit applications, with development agreements, during the 2018 calendar years as a result of commercial cannabis activity regulations to be considered for adoption by the end of the 2017 calendar year.

1.3 Contract Duration

The County intends to enter into a Agreement (Contract) with an initial effective period of February 1, 2018 through June 30, 2021. The County reserves the right to extend this Contract on a year-to-year basis; however, in no case shall the renewal extend beyond four years from the expiration date of the original Contract. An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the County's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided in the original Contract and proposal.

1.4 Other Government/Publicly Funded Agencies

If mutually agreeable to all parties, the issuance of any resultant contract and/or purchase order referencing the scope of services and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. All terms and conditions as specified in the agreement shall apply.

1.5 Proposal Deadline

Original proposals shall be submitted no later than the Proposal Deadline time and date detailed in Section 2 - RFP Schedule of Events. Proposals shall be delivered in a sealed package and clearly identify the Project Name, RFP Number, and RFP response date on the outside of the package. Failure to do so will cause the proposal to be rejected. It is the County's recommendation that the delivery method chosen require a receipt confirmation. Proposers shall respond to the RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the County. Late proposals shall not be accepted nor shall additional time be granted to any potential proposer.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means unless specifically requested by Stanislaus County General Services Agency Purchasing Division (Purchasing).

1.6 Nondiscrimination

Stanislaus County does not unlawfully discriminate in violation of any federal, state, or local law, rule, or regulation because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

No person shall be excluded from participation in, denied benefits of, discriminated against in the admission or access to, or discriminated against in treatment or employment in the County's contracted programs or activities on the grounds of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, military and veteran status or any other classification protected by federal or California State Constitutional or statutory law. Additionally, no person shall be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County's proposers. Accordingly, all Proposers entering into contracts with the County shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.7 Assistance to Proposers with a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP Point of Contact identified in Section 3.1 to request reasonable accommodation no later than the deadline for accommodation requests detailed in Section 2 - RFP Schedule of Events.

SECTION TWO—RFP SCHEDULE OF EVENTS

2.1 Schedule of Events

The following Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be prior to 5:00 p.m., Pacific Daylight Time. The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

SCHEDULE OF EVENTS		
1	County Issues Request for Proposal (RFP)	October 27, 2017
2	Question Deadline	November 13, 2017
3	Assistance to Proposers with a Disability Deadline	November 13, 2017
4	Submission Deadline (2:30 p.m.)	December 1, 2017
5	Mail - Notice of Intent to Award	December 8, 2017
6	Protest Deadline	December 18, 2017
7	Appeals Deadline	December 18, 2017
8	Board of Supervisors Authorizes Contract	January 24, 2018
9	Begin Contract Services	February 1, 2018

**Denotes tentative date*

SECTION THREE—GENERAL REQUIREMENTS AND INFORMATION

3.1 Proposal Inquiries

Questions regarding this proposal shall be made in written form to:

RFP POINT OF CONTACT	
Stanislaus County	General Services Agency / Purchasing Division
1010 10 th St., Ste. 5400	Modesto, CA 95354-0859
Attention: Abe Souza	PH: (N/A – ALL QUESTIONS TO BE IN WRITING)
E-mail: GSA_Purchasing@StanCounty.com	FX: 209-525-7787

All inquiries shall be submitted before 5:00 P.M. Pacific Time on the date shown above in Section 2 – Schedule of Events. Responses by the County and any change in requirements will be done in the form of a written Addendum. The receipt of any resulting Addendum must be acknowledged in accordance with the directions on the Addendum. Oral explanations or instructions given before the award of the Contract will not be binding upon the County.

Proposers shall direct any questions or requests for clarification in writing to the RFP Point of Contact (or designee) named above. Proposers seeking information related to this RFP, including the scope of services described herein, obtained from sources other than the RFP Point of Contact (or designee) do so at their own risk. The County cannot be responsible for the completeness, accuracy, or timeliness of such information.

3.2 Proposal Format

Proposals must be submitted in the format identified in Section Five—Proposal Submittal Process. All items shall be completed and the signatures of all persons signing shall be written in longhand. The County may reject proposals not submitted in the specified format.

Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the package, and be delivered in a sealed package no later than 2:30 P.M., to:

Stanislaus County
GSA Purchasing Division
1010 10th Street, Suite 5400
Modesto, CA 95354-0859

3.3 Proposals Received Late

Proposals received after the time specified will not be considered for evaluation, and will be returned unopened to the respective proposer.

3.4 Proposal Errors

Mistakes in a Proposer’s submittal must be corrected and the correction inserted; the person signing the proposal must initial the correction in ink. The County reserves the right to waive any informalities or minor irregularities in connection with proposals received.

3.5 Default or Failure to Perform

The principal protection of the County's interests in the case of default or other failure to perform shall be by means of bonds. **No Bonds are required for this RFP.**

3.6 County Code

All provisions of the County Code are applicable to any proposal submitted or contract awarded pursuant thereto. Note: Stanislaus County enacted a Local Vendor Preference in 2008. Please see the Local Vendor Preference Notice attached hereto.

3.7 Cash Discounts

Cash discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total Proposal price for the purposes of the Proposal evaluation. Any cash discount offered by the successful proposer will be accepted by the County, whether or not it was considered as a basis of award. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest.

3.8 Timing of Award

Within thirty (30) days after the proposal opening, a Contract may be awarded by the County to the Proposer whose proposal is determined in writing to be the best value to the County, taking into consideration price and adherence to the specifications set forth herein. The time for awarding a contract may be extended at the sole discretion of the County, if required to evaluate proposals or for such other purposes as the County may determine.

3.9 Right of Rejection

The County reserves the right to reject any and all proposals, as it may deem proper in its absolute discretion.

3.10 Form Contract/Exceptions and Alternatives

The Sample Contract attached to this RFP contains terms and conditions that will become binding upon the successful proposer upon execution of the agreement/contract. This Sample Contract is attached solely for the purpose of informing Proposers of the fixed, predetermined, standard contract provisions with which the successful Proposer will be required to comply.

If the Proposer suggests alternatives or states exceptions to any term or condition in the Contract, or to any provision or requirement of the RFP, such alternative or exception shall be clearly stated and identified in the submitted proposal. Any alternatives or stated exceptions proposed must satisfy all minimum qualifications specified in this RFP. The successful Proposer will otherwise be expected to sign the Contract upon award of the contract. The County expressly reserves the right, in its sole discretion, to (1) reject a proposal containing any exception or alternatives as non-conforming, or (2) accept any proposal alternative or exception and to award a contract based thereon if determined to be in the best interest of the County.

3.11 Failure to Comply

The County cannot accept any proposal that does not comply with all of the above-stated requirements.

3.12 Disqualification

Any of the following may be considered cause to disqualify a Proposer without further consideration:

1. Evidence of collusion among Proposers;

2. Any attempt to improperly influence any member of the Evaluation Committee;
3. A Proposer's default in any operation of a contract/agreement which resulted in termination of that contract/agreement; and/or
4. Existence of any lawsuit, unresolved contractual claim, or dispute between Proposer and the County.

3.13 Protest and Appeal Procedures

3.13.1 General

Potential bidders, proposers, and sub-proposers wishing to protest or appeal procurement or contracting decisions by the County of Stanislaus GSA-Purchasing Division must follow the procedures provided by this section. Protests or appeals that are not submitted in accordance with these procedures will not be reviewed.

3.13.2 Definitions

For the purposes of this procedure:

1. "Bid" includes the term "offer" or "proposal" as used in the context of formal, informal, or negotiated procurements.
2. "Chief Executive Officer" means the Stanislaus County Chief Executive Officer.
3. "Days" means working days of the County of Stanislaus.
4. "Filing Date" or "Submission Date" means the date of receipt by Purchasing.
5. "Interested Party" means an actual or prospective Bidder or Proposer.
6. "Purchasing Agent" means the Stanislaus County Purchasing Agent.

3.13.3 Protest Procedure

1. Any Interested Party may file a written protest with the Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award.
2. The protest shall be physically delivered or sent by registered mail to the Purchasing Agent.
3. The protest must be physically received by the Purchasing Agent before 5:00 PM local time on the last day of the five (5) day protest period.
4. The protest filed with the Purchasing Agent shall:
 - a. Include the name, address, and business telephone number of the protestor;
 - b. Identify the project under protest by name, RFP/quotation/bid number, and RFP/quotation/bid date;
 - c. Contain a concise statement of the grounds for protest; provided, however, RFP or bid process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to those issues must be raised and addressed, prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and
 - d. Include all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

3.13.4 Protest Review

1. Upon receipt of a protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the protest.
2. If the protested procurement involves federal funds, the Purchasing Agent shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.
3. Purchasing Agent decisions may be appealed in writing to the Chief Executive Officer or his/her designee(s), with a copy to the Purchasing Agent, not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. A bid appeal review committee comprised of the Chief Executive Officer or designee, the Chairman and Vice Chairman of the Board shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the bid appeal review committee shall be final.
4. If the protested procurement involves Federal funds, interested parties may have the right to appeal to the appropriate Federal agency. When applicable, the Purchasing Agent shall give notice to the interested party that he or she has the right to such an appeal and shall identify the Federal agency by name and address. When applicable, an appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.

SECTION FOUR—TERMS AND CONDITIONS

4.1 Cost of Preparation of Proposal

The County shall not pay costs incurred in the proposal preparation, printing, or demonstration process. All such costs shall be borne by the Proposer.

4.2 Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to the RFP and all reports, charts, coverage maps, displays, schedules, exhibits, and other documentation produced by the Proposer that are submitted as part of the proposal shall become the property of the County after the proposal submission deadline.

Proposers shall be responsible for identifying information in their responses deemed to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information shall be held in confidence whenever possible. All other information shall be considered public after the award of the RFP.

4.3 Public Records Act

All proposals become public information no later than after the award of the RFP, with the exception of those portions of a proposal that are identified at the time of the submittal by the Proposer as “Confidential” or “Proprietary” and which are reasonably deemed by the County as not being public documents that must be disclosed under applicable sections of the California Public Records Act and other appropriate statutes and regulations.

4.4 Modification of Scope of Services

The Scope of Services may be amended to meet available funding or to best meet the needs of the County. In the event that any additional services are required as identified herein, the County reserves the right to add such services by amending the Contract.

4.5 Right of County to Reject Proposals

The County reserves the right to reject any and all proposals or any part of the proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the County may deem necessary.

All proposals received after the time specified in this Notice will not be considered and will be returned unopened.

4.6 Examination of Proposal Documents

Proposers shall carefully examine the specification and satisfy themselves as to their sufficiency, and shall not at any time after submission of the proposal, dispute or complain of such Specifications and the directions explaining or interpreting them. Any questions or concerns that arise shall be submitted in writing to the contact person identified in Section 3.1 prior to the question deadline.

Should a Proposer find discrepancies in, or omissions from, the specifications, or should the undersigned be in doubt as to their meaning, the undersigned shall at once notify GSA-Purchasing. Notification is to be in written form and must be submitted at least ten (10) days prior to the proposal closing date. Any interpretations by the County will be made in the form of a written Addendum. Any change in requirements will also be done in the form of a written Addendum. The receipt of any resulting Amendment must be acknowledged in accordance with the directions on the Amendment.
Oral explanations or instructions given before the award of the Contract will not be binding.

4.7 Insurance Provisions

The "Insurance Provisions" contained in the attached EXHIBIT B are hereby made a part of this RFP and any resultant contract. The proposer shall acknowledge in their proposal responses their ability to meet these insurance requirements. All exceptions to the insurance requirements must be communicated in writing and included with the proposal response. The proposer awarded the Agreement shall provide the County with a Certificate of Insurance and endorsements meeting the requirements of the attached EXHIBIT B.

4.8 Sample Contract

A Sample Contract is attached for the purpose of informing the proposer of the County's standard contract provisions with which the successful proposer will be required to comply and, with the exception of the insurance requirements set forth therein and described in detail in section 4.7 above, do not constitute requirements of this RFP. These provisions are subject to revision by the County at any time prior to the signing of the Contract.

The submission of a proposal shall be considered an offer to contract and should the proposer be awarded a contract, shall signify the proposer's agreement to be bound by all the terms, conditions (including insurance requirements), and specifications set forth in this RFP and in the various proposal documents, unless specifically noted otherwise in the proposal, and subsequently agreed to in writing by the County.

SECTION FIVE—PROPOSAL SUBMITTAL PROCESS

5.1 Submittal Documents

Proposers shall complete and submit the following documents in response to this RFP:

1. Signed Proposal Cover Page;
2. Proposal Checklist;
3. Local Vendor Preference form;
4. Exceptions to the terms and conditions of this RFP, if any;
5. Exceptions to the Sample Contract, if any;
6. Signed Non-Collusion Affidavit;
7. Response Clarification Addendum;
8. W-9;
9. Financial Report;
10. Qualification Proposal;
11. Pricing Proposal.

5.2 Proposal Submittal

Proposals shall be submitted to GSA-Purchasing at the place and time specified in this RFP.

Proposals shall contain all of the elements set forth in Section 5.3 and shall be submitted in separately sealed envelopes/packages, each clearly identifying the project name, number and closing date. The envelopes/packages shall be marked as follows:

Part One - Financial Report

Part Two - Qualification Proposal

Part Three - Pricing Proposal

5.3 Proposal Elements

Proposers shall address the proposal elements below:

5.3.1 Part One - Financial Report

Prior to any contracts being issued a Proposer must demonstrate to the County's satisfaction that its company is financially sound. Proposers shall submit a Financial Report showing proof of financial profitability and stability, including their most recent audited financial statements. If a Proposer is not a public corporation, it too shall submit proof of financial profitability and stability with verifiable financial information of a nature comparable to audited financial statements.

The Financial Report shall be submitted in its own separately-sealed envelope or binder, marked "FINANCIAL REPORT". Proposers are required to submit only one (1) copy of Financial Reports in the original response only which includes detailed information about the proposer's financial condition, including the following:

1. Provide audited financial statements for the three (3) most recent fiscal years for which the statements are available, and interim if available. The statements must include balance sheet, income statement, and a statement of cash flows. Statements must be complete with opinion, notes, management letters, and conform to Generally Accepted Accounting Practices (GAAP). If no audited statements are available, explain why and submit unaudited financial statements. Statement of Income and Retained Earnings, for the three (3) most recent fiscal years, prepared by an independent auditing firm.

2. Identify what percent of proposer's annual revenue this contract shall represent. Please note that Proposers may not submit income tax returns in lieu of the above requested items.

5.3.2 Part Two - Qualification Proposal

One (1) original and four (4) copies of the Qualification Proposal are required, with each submitted in separate binders, with tabbed dividers. Each part shall be preceded by an 8 ½" by 11" tab divider, with each part clearly labeled. The Qualification Proposal shall be marked "QUALIFICATION PROPOSAL", with each binder clearly identifying the project name, number, and closing date. The Qualification Proposal shall consist of items 1 – 9 listed above, and shall contain all of the elements set forth below:

1. Evidence of Proposer's authority to conduct business within the State of California.
2. Proposer's Number of years in business providing the services requested by this RFP.

Please submit proposer's qualification proposal, which includes a complete corporate profile of proposer outlining proposer's background, philosophy and experience and other pertinent information about proposer's ability to perform the work. This section shall include responses to the following:

1. Evidence of proposer's authority to conduct business within the state of California.
2. Number of years in business as an On-Call Planner.
3. Brief history of the firm, including ownership structure, key principals and current organization structure.
4. Indicate the primary contacts (and management hierarchy) that will be available for all aspects of the work. Include contacts for customer service and senior management.
5. Identify the staff to be assigned to this project and their relevant experience and qualifications to this project. Attach resumes of individuals who will be assigned to this project. Include certifications and licenses of individuals. List the number of full-time employees and the number of part-time employees performing inspections, plan check, permit and permit technician services as of the date of submission of proposer's response to this Request for Proposal.
6. Submit a detailed description of expected sub-proposer(s) who might be involved including a general overview of the firm and brief resumes of key personnel.
7. Describe proposer's employee background check procedures; security procedures.
8. List of at least three references of firms for whom services have been provided by proposer. List names, addresses, telephone numbers and contact persons.
9. List of contracts that have not been renewed or terminated in the past five (5) years. List names, addresses, telephone numbers and contact persons.

10. Describe previous work showing representative of the proposer's expertise in the area of interest. Include detailed information about the size and scope of proposer's current contracts.
11. Provide a description of proposer's understanding of the specific project goals and requirements with highlights of those that are particularly significant to the project and the delivery of services.
12. Submit a technical proposal describing the detailed scope of work. This shall include:
 - a. A statement of approach to the project;
 - b. A detailed work plan;
 - c. Specific staffing procedures;
 - d. A detailed resource plan.
13. The County in its sole discretion will select the proposer(s) whose proposal and qualifications best meet the needs and requirements of the County. Consideration will be given to:
 - a. Commitment/qualifications of designated key staff;
 - b. Clarity of Proposal;
 - c. Understanding of agricultural and rural land use planning;
 - d. Demonstrated experience providing planning services to similar government agency;
 1. Firm's hourly fee structure for designated key staff; and
 2. Results of reference checks.
14. Proposers shall identify what coordination and meetings the County will be required to provide, if any.
15. Provide evidence of the proposer's relevant past experience and previous delivery of similar services to those outlined in this RFP. If the results of proposer's previous delivery of similar services are publically posted (e.g. County or City websites), please provide links to those public sites in addition to contact information for references.

5.3.3 Part Three—Pricing Proposals

The Pricing Proposal shall be submitted in its own separately-sealed envelope, marked "PRICING PROPOSAL". Proposers are required to submit one (1) Pricing Proposal in original response only, which shall include the following:

1. 1. Consultant shall provide a cost proposal for On Call Planning Services summarizing the costs for professional staff, needed specialists, and/or any reimbursable. Use Exhibit B Schedule of Billing Rates.
2. ALL cost incurred and billed to the County, including labor, materials, sales tax on deliverables, overhead and profit shall be included within the Proposer's Pricing Proposal Form.
3. The cost for insurance and bonding shall be separately identified on the Pricing Proposal Form.

Pricing Evaluation

In determining the amount proposed by each proposer, the County shall disregard the mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the proposal. When an item price is required to be set forth in the proposal and the total for the item set

forth separately does not agree with a figure which is derived by multiplying the item price times the County's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the County, such a procedure would be inconsistent with the policy of the proposal procedure. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the proposal contain only a total price for the item and the item price is omitted, the County shall determine the item price by estimated quantities of work to be performed as items of work. If the proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the proposal shall be disregarded.

SECTION SIX—EVALUATION CRITERIA AND PROPOSER SELECTION

6.1 Evaluation of Proposals

This section identifies the selection process, evaluation criteria, and steps that shall be used in evaluating Proposer responses. Award shall be made to the Proposer whose proposal is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County. The following describes the evaluation process and associated components.

6.2 Selection Process

The County shall establish an Evaluation Committee (EC) composed of representatives from the County for the purpose of evaluating the proposals received in response to this RFP. The County may elect to include as part of the Committee qualified representatives from other agencies or entities.

The EC shall be responsible for performing the evaluations of each proposal, including an evaluation of the proposed cost. Each member of the EC shall rate the proposals separately unless the proposals are technical in nature. In such cases a subject matter expert may be called upon to score that section of the RFP for all proposals. The scores of each member of the EC shall then be averaged to provide a total score for each of the proposers.

Proposal documentation requirements set forth in this RFP are designed to provide guidance to the proposer concerning the type of information that shall be used by the EC. Proposers shall be prepared to respond to requests by the EC for oral presentations, facility surveys, and other items deemed necessary to assist in the detailed evaluation process. Proposers are advised that the County, at its option, may award this proposal on the basis of the initial proposals.

6.3 Evaluation Phases

It is anticipated that the following steps will be performed by the Evaluation Committee (EC) in evaluating proposals; however, a strict observance to the evaluation steps is not required. A description of each evaluation step is provided below:

6.3.1 Phase I: Evaluate Proposal Submission and Financials (Pass/Fail)

Phase I is a pass/fail evaluation of submission completeness (“responsiveness”) and the financial viability of the Proposer. GSA-Purchasing will conduct a pass/fail analysis of (a) each submitted proposal package for completeness and (b) the financial stability of each Proposer based upon the Financial Report submitted. During Phase I, the Pricing Proposals will remain unopened and be retained by Purchasing. Upon completion of its analysis, Purchasing will forward the qualification proposals submitted by Proposers who passed Phase I to the Evaluation Committee (EC). The Pricing Proposals will remain with Purchasing until the EC has completed the evaluation of the Qualification Proposals.

6.3.2 Phase II: Qualification Proposal Evaluation

In Phase II, the EC will review and evaluate the Qualification Proposals, and each Proposer will be given a score. During this phase, reference checks will be performed, and Proposers may be interviewed. Should the County exercise the option to interview, only those Proposers judged by the EC to be the most qualified to perform the work contemplated herein shall be placed on an "interview list." Those Proposers on the interview list shall be requested to make a formal presentation of their proposals to the County. On the basis of the oral presentation and the written proposal, the evaluators shall make a final ranking of potential Proposers.

6.3.3 Phase III: Proposed Pricing

In Phase III, Purchasing shall evaluate pricing proposals using a weighted average, with the lowest price assigned 100% of the points possible.

In determining the amount proposed by each proposer, the County shall disregard the mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the proposal. When an item price is required to be set forth in the proposal and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the County's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the County, such a procedure would be inconsistent with the policy of the proposal procedure. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the proposal contain only a total price for the item and the item price is omitted, the County shall determine the item price by estimated quantities of work to be performed as items of work. If the proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the proposal shall be disregarded.

6.3.4 Calculation of Final Score

Upon completion of all phases of the evaluation process, the scores shall be totaled. The proposals shall be evaluated on the following categories considering the maximum weight possible for each category as listed below:

EVALUATION CATEGORIES—THREE PHASES	MAXIMUM POINTS
Phase I – Review and Evaluate Financials	Pass / Fail
Notify Proposer Not Proceeding onto Phase II	
PHASE II	MAXIMUM POINTS
Phase II – Commitment/Qualifications of designated key staff	20
Phase II – Clarity of Proposal	15
Phase II – Understanding of agricultural and rural land use planning	15
Phase II – Demonstrated experience providing planning services to similar government agency	20
Phase II – Firm’s Hourly Fee Structure for designated key staff assigned	15
Phase II – Results of Reference Checks	15
TOTAL POSSIBLE WEIGHT OR POINTS:	100

6.4 Award

Award will be made to the Proposer whose proposal best meets the criteria set forth herein and provides the best value to the County, with price and all other factors considered.

SECTION SEVEN - STANDARD CONTRACT INFORMATION

7.1 Contract Approval

The RFP and the selection processes do not obligate the County and do not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer. Contract award and County obligations pursuant thereto shall commence only after the contract is signed by the Proposer, the Purchasing Agent, and by all other County officials as required by County ordinances and regulations to establish a legally binding contract.

7.2 Contract Payments

Contract payments shall be made in accordance with the payment terms and conditions set forth in the final contract. No payment shall be made until the contract is fully executed and approved as required by County ordinances and regulations. Under no conditions shall the County be liable for payment of any type associated with the contract or responsible for any work done by the proposer regardless of whether work was done in good faith and upon verbal direction to proceed with the delivery of services, if such direction occurs before (a) the contract start date specified by the contract or (b) contract approval by County officials as required by applicable statutes and rules of the County of Stanislaus.

7.3 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated into the final contract.

7.4 Contract Monitoring

The County may employ all reasonable means to ensure that the services are progressing and being performed in compliance with the Contract. At reasonable times, the County may inspect those areas of the successful proposer's leased space that are related to the performance of the contract. If the County requires such an inspection, the successful proposer shall provide reasonable access and assistance.

The County shall name an administrative liaison (Owner's Representative) to function as the Contractor's primary contact for daily operations. In addition, County shall designate one administrator who has final responsibility for administration of the contract and resolution of any disputes.

7.5 Contract Amendment

During the course of this contract, the County may request the successful proposer to perform additional work for which the successful proposer would be compensated. Such work shall be within the general scope of this RFP. In such instances, the County shall provide a written description of the additional work, and the successful proposer shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the successful proposer's response to this RFP. If the County and the successful proposer reach an agreement regarding the work and associated compensation, said Contract shall become effective by means of a Contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the successful proposer and the head of the procuring County agency and must be approved by other County officials as required by County laws and regulations. The successful proposer shall not commence additional work until the County has issued a written contract amendment and secured all required approvals.

7.6 Sample Contract:

SAMPLE

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and _____, a _____ corporation ("Consultant"), on _____, 2016 (the "Agreement").

Introduction

WHEREAS, the County has a need for services involving _____;

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1) **Scope of Work**

a) The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, ("Services") which is attached hereto and, by this reference, made a part hereof.

b) Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

c) Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

d) The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

e) If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County

SAMPLE

and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2) Consideration

a) The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

b) Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Reimbursable travel expenses will be limited to meals, lodging, and transportation, and will be paid in accordance with the County's travel policy. Any such request for reimbursement by Consultant shall include all receipts. The County will not pay any markup by Contractor on such travel expenses. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

c) The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

d) County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3) Term

a) The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of expiration is listed in Exhibit A.

b) Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

c) The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

d) This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4) Required Licenses, Certificates and Permits and Compliance with Laws

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

SAMPLE

Consultant shall comply will all applicable local state and Federal Laws rules and regulations.

5) Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6) Insurance

Coverage Required: Consultant shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7) Defense and Indemnification

a) To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

b) Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

c) To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

d) Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8) Status of Consultant

a) All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided

SAMPLE

in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by

both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

b) At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

c) Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

d) Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

e) If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

f) It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

g) It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

h) As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9) Records and Audit

a) Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

b) Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10) Confidentiality

The Consultant shall keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11) Nondiscrimination

11.1 During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12) Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13) Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14) Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and shall be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:	To Consultant:

15) Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16) Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17) Amendment

This Agreement may only be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18) Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19) Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20) Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21) Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

SAMPLE

COUNTY OF STANISLAUS

[Insert Name of Consultant here]

By: _____
[name]
[title]

By: _____
Name
Title

"County"

"Consultant"

APPROVED AS TO CONTENT:

By: _____
[name]
[title]

APPROVED AS TO FORM:

John P. Doering, County Counsel

By: _____
[name]
Deputy County Counsel

SECTION EIGHT – SUBMITTAL DOCUMENTS

8.1 The following attached forms must be completed and included in the Proposal Submittal:

- Proposal Cover Page
- Non-Collusion Affidavit to be Executed by Proposer and Submitted
- Non-Collusion Affidavit Signature Page
- Bond Requirements (if applicable)
- Response Clarification Addendum
- Proposal Submittal Checklist
- Local Vendor Preference Notice (if applicable)



PROPOSAL COVER PAGE

Please return this checklist with Request for Proposal submittal packet.

The undersigned certifies and declares that any and all statements and information in the attached proposal are true and correct.

RFP PROPOSERS INFORMATION		
Name of Proposing Agency:		
Primary Contact for Proposing Agency:		
Project Name: On-Call Planning Services	RFP #: 17-68-AS	RFP Closing Date: 12/1/17
Business Address:		
City:	Zip Code:	State:
Phone:	Fax #:	
Taxpayer ID #:	Business License #:	
Email:	Other License # (CSLB, etc.):	
Department of Industrial Relations (DIR) Registration # (if applicable):		
Sub -Consultant/Subcontractor(s) Name, License Numbers, and DIR Registration Number		
a.		
b.		
c.		
d.		
Date Signed:		
Print Name:		
Signature:	Initials:	
Title:		

**** SIGN & RETURN THIS PAGE ****



PROPOSAL CHECKLIST

Please return this checklist with Request for Proposal submittal packet.

SUBMITTAL CHECKLIST			
		YES	NO
1	Signed Proposal Cover Page	<input type="checkbox"/>	<input type="checkbox"/>
2	Signed Proposal Checklist (this document)	<input type="checkbox"/>	<input type="checkbox"/>
3	Local Vendor Preference Notice	<input type="checkbox"/>	<input type="checkbox"/>
4	Exceptions to the terms and conditions of this RFP, if any	<input type="checkbox"/>	<input type="checkbox"/>
5	Exceptions to the Sample Contract, if any	<input type="checkbox"/>	<input type="checkbox"/>
6	Signed Non-Collusion Affidavit	<input type="checkbox"/>	<input type="checkbox"/>
7	Response Clarification Addendum	<input type="checkbox"/>	<input type="checkbox"/>
8	W9 form Request for Taxpayer Identification Number and Certification	<input type="checkbox"/>	<input type="checkbox"/>
9	One (1) separately sealed envelope marked "FINANCIAL REPORTS"	<input type="checkbox"/>	<input type="checkbox"/>
10	One (1) original and four (4) additional signed copies in a separately sealed package marked "QUALIFICATION PROPOSAL"	<input type="checkbox"/>	<input type="checkbox"/>
11	One (1) separately sealed envelope marked "PRICING PROPOSAL"	<input type="checkbox"/>	<input type="checkbox"/>

Date Signed:	
Print Name:	
Signature:	Initials:
Title:	

**** SIGN & RETURN THIS PAGE ****



RESPONSE CLARIFICATION ADDENDUM

RESPONSE CLARIFICATION ADDENDUM			
Addendum Number	Dated	Date Received	Initials
Print Proposers Name:			
Proposers Signature:			
Title:			

Signed addenda/addendum to be included in the RFP response. If an addenda/addendum is issued, the Proposer shall complete the above form and return it with the RFP response.

**** SIGN & RETURN THIS PAGE ****



**NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH RFP**

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the County of Stanislaus, Stanislaus County Purchasing Division:

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Proposer declares that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal, depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

DECLARATION UNDER PENALTY OF PERJURY

The undersigned Proposer declares and certifies under the penalty of perjury: that the only persons or parties interested in this RFP as principals are those named herein as Proposer, that he/she holds the position indicated below as a corporate officer or the owner or a partner in the business entity submitting this proposal; that the undersigned has examined the “General Conditions and Instructions to Proposers” and the specifications; that the undersigned is informed of all the relevant facts surrounding the preparation and submission of this RFP, that the undersigned (if awarded a contract) will execute and fully perform the contract for which the proposals are called; that the undersigned will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the undersigned will take in full payment therefore, the prices set forth in the pricing schedule of the contract; that the undersigned knows and represents and warrants to the County of Stanislaus that this proposal is prepared and submitted without collusion with any other person, business entity, or corporation with any interest in this proposal.

(Please sign on the following page)



**NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH RFP**

I declare under penalty of perjury that the foregoing is true and correct.

RFP PROPOSERS INFORMATION		
Name of Proposer:		
Primary Contact for Proposing Agency:		
Business Address:		
City:	Zip Code:	State:
Phone:	Fax #:	
Taxpayer ID #:	Business License #:	
Department of Industrial Relations (DIR) Registration # (if applicable):		
E-mail: <input type="checkbox"/>		
Type of Business:		
<input type="checkbox"/> Individual doing business under own name	<input type="checkbox"/> Corporation	
<input type="checkbox"/> Individual doing business using a firm name	<input type="checkbox"/> Partnership	
<input type="checkbox"/> Joint Venture—attach agreement		
Date Signed:		
Print Name:		
Signature:	Initials:	
Title:		

To be signed by authorized corporate officer or partner or individual submitting the proposal.

The above Non-Collusion Affidavit is part of the RFP. Signing this RFP on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit. Proposers are cautioned that making a false certification may result in criminal prosecution.

**** SIGN & RETURN THIS PAGE ****



LOCAL VENDOR PREFERENCE NOTICE

TO: ALL PROSPECTIVE PROPOSERS
SUBJECT: LOCAL VENDOR PREFERENCE

Stanislaus County (County) has established a local vendor preference (see Stanislaus County Code § 2.24.125) which defines a local vendor as any business that:

1. Has a fixed office or distribution point located within the county of Stanislaus for at least one year prior to the transaction for which preference is claimed (post office boxes do not qualify as a verifiable business address; and.
2. Holds a valid business license issued by the County or a city within the County; and
3. Employs at least one full-time employee whose primary residence is located in Stanislaus County; or if the vendor has no employees, at least fifty percent (50%) of vendor's business shall be owned by one or more persons whose primary residence is located in Stanislaus County.

Individual County Buyers evaluate bids, quotes and proposals considering the local vendor preference described above. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (209) 525-6319. Each vendor is encouraged to quote the lowest price at which items or services listed in County proposals can be furnished.

	Yes	No
1. Does Proposer claim local vendor preference? If so, please complete		
2. Does Proposer conduct business in an office with a physical location within Stanislaus County?		
(a) If yes, provide business address: _____ _____		
(b) Date on which business was established at this address: _____		
3. Does Proposer's business hold a valid business license issued by Stanislaus County or a city within Stanislaus County?		
(a) If yes, provide license number (_____) and name of local agency which issued license (_____)		
4. Does Proposer have either:		
(a) At least one full-time employee whose primary residence is located in Stanislaus County		
(b) If Proposer as has no employees; is at least fifty percent (50%) of Proposer's business owned by one or more persons whose primary residence is located in Stanislaus County?		

Proposer's Name (printed):	
Proposer's Signature:	
Title:	

****SIGN & RETURN THIS PAGE****



SECTION NINE – INFORMATIONAL ATTACHMENTS

9.1 The following attached informational documents are attached hereto and made a part of this RFP:

- Exhibit A - Scope of Work / Technical Specifications
- Exhibit B - Insurance Requirements
- Exhibit C – Fee / Pricing Schedule
- Bond Requirements (if applicable)
- SB-854 Notice (if applicable)

EXHIBIT A

A. SCOPE OF WORK

The Consultant shall provide services under this Agreement for Professional Services as set forth in the Consultant's proposal and scope of work dated October 27, 2017, attached hereto and, by this reference, made a part hereof.

The primary focus of responsibility being solicited is for the processing of land use development applications, including preparation of initial studies, staff reports, power points and project management responsibilities. The selected firm(s) or individuals will make a firm commitment to providing dedicated staff to support the Department and designated staff will be expected to perform at the journey level. Any substitution of staff will require County approval and concurrence with the recommended staffing changes.

It is anticipated the on-call planner will provide support to the Division on average from 1 to 5 land use development applications at any one time; however, the County anticipates the possible need for the on-call planner to assist with 10-30 conditional use permit applications, with development agreements, during the 2018 calendar years as a result of commercial cannabis activity regulations to be considered for adoption by the end of the 2017 calendar year

The following is a representative list of typical on-call services and work tasks that may be requested.

Current Planning Services, including but not limited to:

- Application 30-day review & correspondence to applicants
- Project analysis/CEQA review (either directly or through on-call consultants)
- Prepare staff reports/other internal/external correspondence
- Prepare public hearing notices

Long Range Planning and Special Projects, Including but not limited to Development Code Updates

Environmental Planning Services, including but not limited to:

- Project review for exemptions under CEQA
- Review of environmental documents prepared by applicants, other departments, and outside agencies
- Preparation of Initial Studies, including special technical reports such as biological assessments, cultural resources, noise, traffic, etc.
- Preparation of CEQA documents (Negative Declarations, Mitigated Negative Declarations, Environmental Impact Reports, including Mitigation Monitoring and Reporting Programs)
- Preparation of NEPA documents

All work tasks may be performed from the Consultants work site, however, the on-call planner will be required to attend public hearings, as needed, for the projects assigned and to be available, by phone or in person, to participate, as needed, in project specific meetings.

B. COMPENSATION

The Consultant shall be compensated for the services provided under this Agreement as follows:

1) Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the consultant's Proposal. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. These rates are not adjustable for the **initial four year** performance period set forth in Exhibit B. All designated employees shall file Statements of Economic Interest (Form 700) annually with the Clerk of the Board's Office. Travel expenses shall be in accordance with the County's Travel policy, herein incorporated by reference. No markup shall be paid on reimbursed items.

2) The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed **\$500,000**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

C. INVOICE TO:

Invoices shall be submitted to:

Business Manager
Planning and Community Development Department
1010 Tenth Street Suite 3400
Modesto, CA. 95354

EXHIBIT B – INSURANCE REQUIREMENTS (REFER TO ATTACHED EXHIBIT B)

EXHIBIT C

SCHEDULE OF BILLING RATES

The following is a summary of costs to provide the services outlined in the Request for Proposals for On-Call Planning Services and will be used as the basis for negotiating a Professional Services Agreement:

Type of Service	Rate
_____	[\$ _____]
_____	[\$ _____]
_____	[\$ _____]
_____	[\$ _____]
_____	[\$ _____]
_____	[\$ _____]
_____	[\$ _____]
_____	[\$ _____]
_____	[\$ _____]
_____	[\$ _____]
_____	[\$ _____]

BOND REQUIREMENTS

Section 3, General Requirements and Information, describes the specific security/bonding requirements. If required, only the successful Proposer shall submit a performance and payment bond as described in this RFP.

BOND REQUIRED			
Proposal Security required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Amount 10% of the Project Price
Performance Bond required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Amount 100% of the Project Price
Payment Bond required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Amount 100% of the Project Price

FOR COUNTY USE ONLY

Proposal was opened on the following date and at the prescribed place.

FOR COUNTY USE ONLY		
Cashiers or Certified Check drawn on a California Bank.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Surety Bond	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Date:		
Stanislaus County General Services Agency Purchasing Division		
Title:		

SB854 NOTICE

DEPARTMENT OF INDUSTRIAL RELATIONS NOTICE REQUIREMENTS

The public works reforms brought about by Senate Bill 854 (Stat. 2014, chapter 28) made several changes to the laws governing how the Department of Industrial Relations (DIR) monitors compliance with prevailing wage requirements on public works projects. Some of these changes modify the responsibilities of awarding bodies. Below are notice requirements set forth by DIR.

- **January 1, 2015:** The call for bids and contract documents must include the following information:
 - No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- **April 1, 2015:** For all new projects awarded on or after this date, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and **Michael Baker International, Inc.**, a Pennsylvania Corporation, authorized to do business in California, with an office located at 2729 Prospect Park Drive, Suite 220; Rancho Cordova, CA 95670 ("CONSULTANT"), on **June 1, 2018** (the "Agreement").

Introduction

WHEREAS, the County has a need for on-call Planning Services and desires to engage a consultant to provide services in connection with individual projects for the Planning and Community Development Department;

WHEREAS, the Consultant has represented that it has the necessary professional expertise, qualifications, and capability, and all of the required licenses and/or certifications to provide the Services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, ("Scope of Work") which is attached hereto and, by this reference, made a part hereof.

1.2 Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal

submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. Consideration

2.1 The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of expiration is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4. Required Licenses, Certificates and Permits and Compliance with Laws

4.1 Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

4.2 Consultant shall comply will all applicable local state and Federal Laws rules and regulations.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

Coverage Required: Consultant shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of “generator,” “owner,” “operator,” “arranger,” or “transporter” under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party

that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Consultant shall keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and shall be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:	To Consultant:
Stanislaus County Purchasing Agent	Michael Baker International, Inc.
1010 10 th Street Suite 5400	2729 Prospect Park Drive Suite 220
Modesto, CA. 95354	Rancho Cordova, California 95670

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may only be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

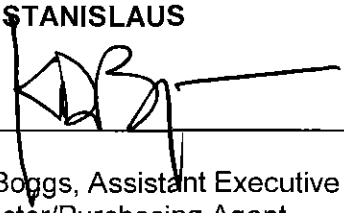
Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.


IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By: 
Keith D. Boggs, Assistant Executive Officer,
GSA Director/Purchasing Agent

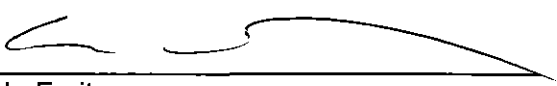
"County"

Michael Baker International, Inc.

By: 
Name David K. Schaarsmith
Title Vice President

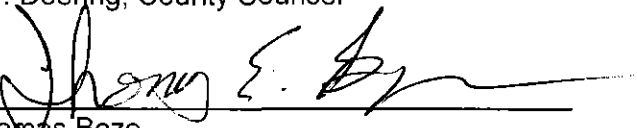
"Consultant"

APPROVED AS TO CONTENT:

By: 
Angela Freitas
Planning Director

APPROVED AS TO FORM:

John P. Doering, County Counsel

By: 
Thomas Boze
Assistant County Counsel

V:\DATA\PUBLIC\Counsel\CONTRACT\PROF-SERV Agmt.wpd

EXHIBIT A

A. SCOPE OF WORK

The Consultant shall provide the following services under this Agreement:

The primary focus of responsibility being solicited is for the processing of land use development applications, including preparation of initial studies, staff reports, power points and project management responsibilities. The selected firm will make a commitment to providing dedicated staff to support the Department and designated staff will be expected to perform at the journey level. Any substitution of staff will require County approval and concurrence with the recommended staffing changes.

The following is a representative list of typical on-call services and work tasks that may be requested.

Current Planning Services, including but not limited to:

- Application 30-day completeness review
- Project correspondence with applicants, interested parties, and other agencies
- Project analysis for compliance with County adopted policies and standards, and local, state, and federal regulations.
- Preparation and review of required CEQA documents, notices, and/or postings (either directly or through on-call consultants)
- Prepare staff reports, memos, and other internal/external correspondence
- Prepare project referrals and public hearing notices
- Presentation and participation in public hearings and applicable community meetings

Long Range Planning and Special Projects, including but not limited to:

- Prepare General Plan Element Updates and Amendments
- Prepare Zoning and Subdivision Ordinance Updates and Amendments
- Preparation and review of required CEQA documents, notices, and/or postings (either directly or through on-call consultants)

Community Development Services, including but not limited to:

- Prepare Consolidated Plans, Annual Action Plans, Analysis of Impediments to Fair Housing, Consolidated Annual Performance and Evaluation Report, and/or other special studies requested by County
- Preparation and review of required CEQA and/or NEPA documents, notices, and/or postings (either directly or through on-call consultants)

All work tasks may be performed from the Consultants work site, however, the on-call planner will be required to attend public hearings, as needed, for the projects assigned and to be available, by phone or in person, to participate, as needed, in project specific meetings. Planning and Community Development Department staff will provide Consultant electronic copies or hardcopies of the files. Upon completion of the scope of work, consultant will return any files that they have on hand. Any electronic messaging or hard copy correspondence will be sent to the County's project manager.

Consultant shall complete tasks on a mutually acceptable schedule.

B. COMPENSATION

The Consultant shall be compensated for the services provided under this Agreement as follows:

1. Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified within **Exhibit C**. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. These rates are not adjustable for the initial four year performance. All designated employees shall file Statements of Economic Interest (Form 700) annually with the Clerk of the Board's Office.

2. The County shall reimburse counsel for Consultant actual out-of-pocket expenses. Consultant shall not charge the County the cost of advancing funds to these expenses. All reasonable reimbursable expenses shall be supported by documentation at the time of billing. Reimbursable ordinary expenses shall include, but not be limited to:

- Postage
- In-house document reproduction. The billing statement shall contain, total number of copies made.
- Travel and expense: Consultant will be reimbursed for travel and expenses pre-approved by the Planning and Community Development Director or their designee, consistent with the County's Travel Policy. Mileage shall be reimbursed at standard I.R.S. rates.

3. Services will be authorized by County, as needed, with a Work Authorization assigned and approved by the Planning and Community Development Director or their designee. Each Work Authorization shall be in substantially the same form as **Exhibit D**. Each Work Authorization shall designate a County Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount.

4. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$500,000, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

C. TERM

Paragraph 3.1 is amended to read as follows: "The term of this Agreement shall be from June 1, 2018 through June 30, 2022 unless otherwise terminated as provided. The County reserves the right to extend this contract on a year-to-year basis; however, in no case shall the renewal extend beyond four years from the expiration date of the original agreement."

D. INVOICE TO:

Invoices shall be submitted to:

Planning and Community Development Department
Business Manager or Project Manager
1010 10th Street, Suite 3400
Modesto, CA. 95354

EXHIBIT B

Insurance Requirements for Professional Services

Consultant 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, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGI)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance 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.
(Not required if consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

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

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and the Auto policy 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 or operations. General liability and Auto 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 **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the County.**

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County 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 County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least five (5)** years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the County with a copy of the policy declaration and endorsement page(s), 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 County 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 County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

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

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.


Print Name: David K. Schaarsmith Date: May 8, 2018

Signature:  Date: May 8, 2018

Vendor Name: Michael Baker International, Inc.

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division  Date: 4/18/18

**EXHIBIT C
ON-CALL PLANNING SERVICES
SCHEDULE OF BILLING RATES**

<u>Position</u>	<u>Hourly Rate</u>
Principal In-Charge/Senior Associate	\$185
Project Manager	\$155
Senior Planner	\$145
Associate Planner II	\$130
Associate Planner I	\$115
Assistant Planner	\$ 95
Senior Environmental Planner	\$145
Environmental Planner	\$125
Technical Editor	\$ 85
Administrative Support	\$ 55

EXHIBIT D

WORK AUTHORIZATION FOR ON CALL PLANNING SERVICES

No. 2

This Work Authorization is entered into as of **August 10, 2018**, in accordance with the terms and conditions of that agreement between Stanislaus County and Michael Baker International, Inc. dated **June 1, 2018**.

Description of Services: Provide On Call Planning Services for Commercial Cannabis Business Land Use Permitting as outlined in the May 31, 2018 and the June 20, 2018 submittal information.

Period of Performance: June 1, 2018 to December 1, 2019, as directed by the County's Planning Director or their designee.

Consultant will be compensated for work under this Work Authorization as indicated below:

(a) Contractor shall be compensated for work performed or services provided under the Agreement on a time and materials basis, based on the hours worked by the Contractor's employees or subcontractors at the hourly rates specified in a Schedule of Rates agreed to by the parties and attached to this Work Authorization. The specified hourly rates shall include direct salary costs, employee benefits, and overhead.

The total amount of compensation shall not exceed: **\$200,000.00**

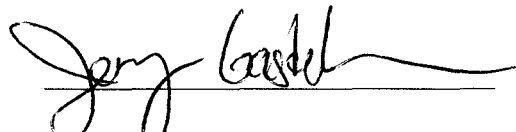
Funding Source(s): Planning, 0100, 0025101.

Board of Supervisors Approval Date: May 15, 2018; Board Agenda Item: 2018-0221.

Dated: August, 10, 2018



Stanislaus County



Michael Baker International, Inc.

EXHIBIT D

WORK AUTHORIZATION FOR ON CALL PLANNING SERVICES

2019 JAN 28 A 10:49

No. 3

This Work Authorization is entered into as of **January 17, 2019**, in accordance with the terms and conditions of that agreement between Stanislaus County and Michael Baker International, Inc. dated **June 1, 2018**.

Description of Services: Provide On Call Planning Services for Commercial Cannabis Business Land Use Permitting as outlined in the May 31, 2018 and the June 20, 2018 submittal information.

Period of Performance: **June 1, 2018** to **December 1, 2019**, as directed by the County's Planning Director or their designee.

Consultant will be compensated for work under this Work Authorization as indicated below:

(a) Contractor shall be compensated for work performed or services provided under the Agreement on a time and materials basis, based on the hours worked by the Contractor's employees or subcontractors at the hourly rates specified in a Schedule of Rates agreed to by the parties and attached to this Work Authorization. The specified hourly rates shall include direct salary costs, employee benefits, and overhead.

The total amount of compensation shall not exceed: **\$329,000.00**

Funding Source(s): Planning, 0100, 0025101.

Board of Supervisors Approval Date: **May 15, 2018**; Board Agenda Item: **2018-0221**.

Dated: **January 17, 2019**



Stanislaus County



Michael Baker International, Inc.

January 10, 2019

Angela Freitas, Director
Planning and Community Development Department
COUNTY OF STANISLAUS
1010 10th Street, Suite 3400
Modesto, CA 95354

**RE: WORK AUTHORIZATION #3-2019 - CANNABIS PERMITTING SERVICES,
SUPPLEMENTAL AUTHORIZATION**

Dear Ms. Freitas:

Michael Baker International has been processing cannabis permit applications under WA #2-2018 for the past six months and work on all permit applications is proceeding with the first round of applications to be presented to the Planning Commission on January 17, 2019. The preliminary authorization for each project was \$5,000 and this will amount was intended to fund efforts such as preliminary application completeness review, project routing for comments, determination of CEQA analysis requirements and preparation of a scope to complete the project review.

As work proceeded it was determined that an accurate cost estimate could not be provided until the entitlement process for a project had been completed. At this time, Michael Baker staff are concurrently working on all cannabis entitlement applications, but no application has yet been completed and no cost to complete application reviews has been provided.

Based on the process that has evolved between Michael Baker staff and County staff, it appears the cost to complete a typical cannabis business entitlement is approximately \$8,000. This amount assumes CEQA analysis will rely on the previously certified County General Plan EIR and that no further CEQA document need be prepared.

Certain projects will require further CEQA analysis in the form of Initial Studies/Mitigated Negative Declarations (IS/MND's), including:

- GPA REZ UP DA PLN2018-0093, The Genezen Project, Inc.
- UP DA PLN2018-0099, Golden Purpose
- GPA REZ UP DA PLN2018-0101, Natural Remedies Consulting
- GPA REZ UP DA PLN2018-0112, Jayden's Journey

Michael Baker staff have commenced work on IS/MND's for the above noted projects and we offer a preliminary estimate of \$8,000 to complete each if the IS/MND documents.

COST ESTIMATE

The County previously authorized total funding of up to \$200,000 for the processing of cannabis business entitlements. We now estimate total funding for these project entitlements as follows:

General Coordination: \$33,000

This includes project initiation, internal team coordination, ongoing coordination and consultation with County staff, determination of approaches for CEQA analysis and Development Agreements, and similar efforts. Michael Baker anticipates these costs will be divided evenly among the entitlement applications.

Project Processing: \$264,000

This reflects the amount of \$8,000 per project entitlement application for 33 projects.

CEQA Analysis: \$32,000

This reflects the anticipated \$8,000 per IS/MND for four projects/CEQA documents.

Total Estimated Cost: \$329,000

Within its initial authorization for cannabis entitlement reviews the County approved up to \$200,000. This authorization provides an additional \$129,000, for a total authorization for these efforts of up to \$329,000.

TERM

The term of this scope of work is anticipated to run from execution of a Work Authorization through August 31, 2019. The term may be extended subject to mutual agreement by the County of Stanislaus and Michael Baker.

The Michael Baker team very much appreciates the opportunity to assist The County of Stanislaus with the processing of cannabis business entitlements.

Sincerely,

Paul Junker
Associate Vice President