



Request for Proposal On-Call Professional
Planning and Environmental Services
for the City of Mt. Shasta

Contact: Planning Department
City of Mt. Shasta
Attn: Juliana Lucchesi
305 N Mt. Shasta Blvd.
Mt. Shasta, CA 96067
jlucchesi@mtshastaca.gov

Deadline: 3:00PM, PST, March 29, 2019

**Request for Proposal On-Call Professional
Planning and Environmental Services for the City of Mt. Shasta**

The City of Mt. Shasta, hereinafter referred to as the City, is inviting proposals for qualified consulting firms to provide Planning and Environmental On-Call Services to the City for overflow environmental and entitlement work. To be considered for this contract, your firm must meet the qualifications and satisfy the requirements as stated in the Request for Proposal (RFP).

Time Schedule:

The following is the City's tentative schedule for the selection of a consulting firm to provide Planning and Environmental Services to the City:

- | | |
|--------------------------------|-------------------|
| 1. Request for Proposal Dated: | January 29, 2019 |
| 2. Deadline for filing RFP: | March 29, 2019 |
| 3. City review of proposals: | April 1 – 5, 2019 |

All below dates are tentative depending on number of qualified applicants

- | | |
|------------------------------|--------------------|
| 4. Interviews (if needed): | April 8 – 12, 2019 |
| 5. Notification of Selection | April 15, 2019 |
| 6. Contract Award | April 22, 2019 |

Prior to 3PM on March 29, 2019 one (1) bound proposal and an electronic version (either email or submitted via USB Storage Device) shall be submitted to:

Planning Department
City of Mt. Shasta
Attn: Juliana Lucchesi
305 N Mt. Shasta Blvd.
Mt. Shasta, CA 96067
jlucchesi@mtshastaca.gov

All proposals must be received by the City not later that **3:00PM, PST, March 29, 2019** where at such time and said place Proposals will be publicly, opened, examined and declared. Any proposal may be withdrawn by Offeror(s) prior to the above scheduled time for the opening of Proposals. Any proposal received after that time and date specified shall **NOT** be considered.

Section I. Introduction

The City of Mt. Shasta is an incorporated, small town (est. population 3,384 in 2017) located in southern Siskiyou County, California. Siskiyou County is bordered by the state of Oregon to the north and Shasta County to the south. The town rests along Interstate 5 and Highway 89 in the shadow of Mt. Shasta; an active volcano. The Sacramento River headwaters and the Shasta-Trinity National Forest are two natural resources that define the area's tourism economy and scenic vistas. The City historically relied on the lumber and railroad industries for economic stability. Since the decline of these industries tourism and regional healthcare are the primary industries in the area.

The City employs a council-manager form of government. The City Council consists of five (5) elected officials with a hired City Manager. The Mayor and Mayor Pro-Tem are selected from the five members and serve for a minimum of one year in those roles. The City Council appoints seven (7) members to the City's Planning Commission which has judicial and legislative powers in the City.

The City Manager team involves the Fire, Police, Planning, Public Works, and Finance Departments. The Planning Department consist of one (1) full time City Planner whom executes all planning services and projects for the City of Mt. Shasta. The City Planner is the direct staff liaison to the Planning Commission.

The awarded planning and environmental services consultant would work directly with the City Planner and City Manager to accomplish planning and environmental related projects and services. The major upcoming projects are the 2045 General Plan revision, Roseburg Commerce Park development, North Spring Hill Development, and municipal code review and updates.

Section 2. Scope of Work

The following scope of work are the potential tasks that may be requested of the on-call planning and environmental services Consultant.

Task I Environmental Review and Processing

Ia. Prepare potential California Environmental Quality Act (CEQA) documents including Negative Declarations, Mitigated Negative Declarations, Environmental Impact Reports, Supplemental Environmental Impact Reports, or Addendum Environmental Impact Reports.

Ib. Provide potential Peer Reviews of CEQA/NEPA documents such as Negative Declarations/Environmental Assessments, Mitigated Negative Declarations, Environmental Impact Reports/Environmental Impact Statements, Supplemental Environmental Impact Reports, or Addendum Environmental Impact Reports prepared directly by applicants to ensure that they satisfy all requirements.

Ic. Prepare and distribute potential Notices of Availability, Notices of Completion, and Notices of Determination during the appropriate time in the life of a potential project.

Id. Assemble, review, and respond to public and responsible agency comments related to the environmental documents

Ie. Prepare potential environmental analysis sections of staff reports and/or resolutions.

If. Respond and distribute and potential final environmental documents that are necessary.

Ig. Preparation of other potential NEPA/CEQA documents such as Mitigation Monitoring Programs, Findings of Fact, and Statement of Overriding Considerations.

Task 2 Permit Processing

2a. Review potential application packages for completeness on projects such as General Plan Amendments, Zone Changes, Specific Plans, Specific Plan Amendment, Subdivision Maps, and Development Permits, Design Reviews, and Conditional Use Permits.

2b. If needed participate in potential Meetings such as Pre-Application Meetings, Scoping Meetings, Development Review Meetings, Neighborhood Meetings, and Disaster Recovery Meetings.

2c. Review Site Plans, Architectural Elevations, and Landscape Plans for compliance with City Regulations

2d. Prepare necessary Hearing Notices and Staff Reports for Planning Commission and City Council.

2e. Prepare Transmittals and coordinate with either Responsible or Reviewing Agencies.

2f. Respond to potential questions from the public or other agencies.

2g. Assist the City in preparation of mapping and other visual displays.

Task 3 Post-Approval Process

3a. Participate in potential activities such as Coordination with the applicant, conducting plan checks, and performing Final Inspections and for compliance with all Conditions of Approval.

Task 4 GIS Data Management and Spatial Analysis

4a. Provide data acquisition and management for field data, aerial mapping, and LiDAR data sets within a GIS

4b. Provide data analysis services for planning and environmental projects.

4c. Provide cartographic services to effectively present information to the general public, Planning Commission, and City Council.

Task 5 Emergency Planning Assistance

5a. In the event of a natural disaster, provide onsite planning services to assist in recovery of the community. Emergency tasks are those presented in this scope of work.

Task 6 Grant Writing and Administration

6a. Identify, draft, and submit planning and supporting grants for special projects, city plans, and other planning priorities.

6b. Administer grant applications for acquired grants to meet specific grant guidelines.

Task 7 Planning Training

7a. Develop and administer planning and environmental training for Planning Commission and City Council, when needed

7b. Develop and administer planning and environmental training or mentorship for Planning Department Staff, when needed

7c. Provide written and online resources to compliment training in 7a and 7b for City of Mt. Shasta use

Section 3. Submission Requirements

The City has provided a scope of work for potential tasks that would be needed from the selected Consultant. All firms are encouraged to identify any additional project related tasks not identified by the City. Creativity in providing services is encouraged and will be looked at favorably.

Please provide an organizational chart, list of all employees, and contractors who may be involved in providing this service to the City and provide a resume of the key professional staff members that will be working with the City directly to provide Planning and Environmental Services for the City of Mt. Shasta. The resumes should include but are not limited to the following information:

- Project manager with experience in CEQA, and Project entitlement work at the local government level. Project Manager should also have experience with working with the public, presentations, and writing staff reports.
- Also, provide the resume of any other staff and/or outside firm that would be involved in aspects of the projects such as engineers, GIS specialist, biologist, air quality, greenhouse gasses, noise, archeologists and architects.

A cost proposal including materials, travel costs, and any/all other costs or associated fees must be detailed in a cost proposal including required insurances. The cost proposal must also include a breakdown of the staffing levels and the hourly billing rate(s) for the various levels of staff to be assigned to the projects. The cost proposal should be a separate document from the consultant's proposal.

Provide a list of at least three (3) references which can speak to the effectiveness, timeliness, and success of the consultant's work or the work of their employees. Consultants that can provide references that are smaller (less than 30,000 in population) local governments are given special consideration.

The City of Mt. Shasta requires that contract service providers be able to verify that they maintain the appropriate insurances. For professional contracting services, vendors must maintain the minimum General Liability, Automobile, and Worker's Compensation coverage as indicated in Appendix A of the Sample Contract. Professional Liability coverage is also required per the amounts listed. If your company's insurance coverage does not meet these requirements, please provide proof of your company's actual insurance coverage for City Staff to consider a request for reducing insurance requirements. This may or may not be granted.

The final submittal should be submitted in (1) bound copy and as a digital, color pdf copy. Electronic copies may be submitted via USB Drive or emailed. Emails should contain the title "RFP Planning and Environmental Services". All proposals and questions regarding this RFP shall be directed in writing or email to:

Juliana Lucchesi
Planning Department
305 N Mt. Shasta Blvd.
Mt. Shasta, CA 96067
jlucchesi@mtshastaca.gov

Postmarked proposals will be accepted until 3PM March 29, 2019. Bound submissions received after this date will not be accepted. Once submitted, proposals, including the composition of consulting staff, cannot be altered without prior written consent of the City.

All costs associated with the preparation of any proposal shall be the sole responsibility of the proper. Each proposal shall be limited to a maximum of thirty-five (35) pages, using minimum 12-point font size.

Section 4. Evaluation and Selection Criteria

A final retainer contract will be awarded to the most highly qualified Consultant who best can meet the requirements as specified; and provide high quality, productive Planning and Environment On Call Services to the City, as determined by the City Council based on the following factors which are listed without implication of priority:

1. The Consultant's experience with the general plan and zoning regulations, California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), entitlement review, presentations, and the ability to provide outstanding customer service.
2. The consultant's ability to function independently as an extension of staff with regard to answering the public's questions, preparing staff reports, review of building plans, presentations at public hearing, providing inspections for planning, and knowledge of the State's hearing and notice requirements.
3. The ability and willingness of the Consultant to meet all requirements as outlined in the scope of work.
4. The thoroughness of the proposal package and the ability to follow direction.

The consultants will be ranked according to the Planning Department's evaluation criteria provided above. The cost proposals will not be opened by the Planning Department until the technical qualifications have been ranked.

The selection of a candidate firm will be based on a combination of the evaluation criteria, references, and costs. The candidate firm with the best qualification requirements will be invited to negotiate a service agreement contract (see Appendix A for standard contract). If an agreement is not reached, negotiations with the candidate may be terminated, and the Planning Department will commence with negotiations with the next most qualified consultant.

The City of Mt. Shasta reserves the right to reject any and/or all proposals. The Planning Department also reserves the right to invite any of the candidates to attend an oral interview, and/or request additional clarifying information from any of the candidates if necessary.

Section 5. Contract Term

The term of the final agreement between the City and consultant shall be no less than three (3) years with contract options for extensions.

Section 6. General Information

The Consultant is required to carefully and fully investigate all of the requirements of this RFP. By submitting a proposal, Consultant represents and certifies to the City that such investigation has been completed and that it fully understands the scope of work.

The City reserves the right to request any Consultant submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection process.

All submitted proposals and information included therein or attached thereto shall remain confidential. The final award and agreement shall become public record on April 19, 2019 prior to City Council approval of contract award.

The Consultant is requested to provide any exceptions, additional information or suggestions that will aid in the City's selection process.

APPENDIX A: SAMPLE CONTRACT

THIS AGREEMENT is entered into _____, 2019 between _____ (“Consultant”) and the City of Mt. Shasta (“City”), a municipal corporation,

RECITALS

This Agreement is predicated on the following facts:

1. City requires professional planning an environmental services in conjunction with various City projects on an on-call or as-needed basis.
2. Consultant is qualified to provide these services and is willing to provide them according to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

I. DUTIES OF THE CONSULTANT

- A. These duties are outlined in the Scope of Services, attached as Exhibit A. It is understood and agreed that some projects will be assigned by approval of the individual proposals or task orders submitted by Consultant. Other less defined work will be performed at the direction of the City and be billed based upon the hourly rates set forth in Exhibit B.

2. DUTIES OF THE CITY

- A. CITY agrees to make available to the Consultant relevant public records including copies of reports, maps, and other file materials as may be needed for the Consultant to perform their duties and to cooperate in the collection of information which Consultant may request.
- B. City shall promptly:
 - 1) Notify Consultant of any defect in Consultant’s performance; and
 - 2) Review any documents submitted by Consultant for City’s comment.
- C. City agrees that City shall not, during the term of this Agreement, nor for a period of one year after termination, solicit for employment, hire or retain, whether as an employee or independent contractor, any person who is or has been employed by Consultant. Should City desire to hire Consultant’s employee, City agrees t pay Consultant equitable compensation for the loss of said employee.

3. CONSULTANT’S STATUS

Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents and employees) is not City’s agent, employee or representative for any purpose, except as specifically designated herein.

APPENDIX A: SAMPLE CONTRACT

4. CONFLICT OF INTEREST

Consultant understands that its professional responsibility is solely to the City. Consultant represents that it presently has no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement. Consultant shall not in the performance under this Agreement employ a person having such an interest.

5. COMPENSATION

- A. City agrees to pay Consultant for all services described in Exhibit A at the rates presented in Exhibit B, performed under this Agreement. The amount of compensation authorized under this Agreement shall not exceed \$5,000 without the mutual written consent of City and Consultant in the form of a work order setting forth details of additional budget and/or work approved.
- B. Consultant may invoice City monthly for work done in the preceding month. City shall pay Consultant within 30 days of receipt of the invoice. Invoices shall define actions taken, staff member name, hourly rate of staff member, and total cost of services rendered.
- C. Exhibits to this Agreement may contain a list of personnel anticipated to provide services under this Agreement. Consultant reserves the right to use and call for additional personnel not specifically named in such Exhibits as needed to accomplish the services described in Exhibit A, except such use shall not exceed the amount named herein without the express written permission of the City.
- D. Consultant agrees to testify at City's request if litigation is brought against City in connection with Consultant's work. Unless the action is brought by Consultant or is based upon Consultant's negligence, City will compensate Consultant for the testimony at the Consultant's standard hourly rate, listed in Exhibit B.

6. TIME OF PERFORMANCE

Consultant shall begin performance of its services as of the date this Agreement is executed and shall continue until the terms of service are complete as agreed.

7. TERMINATION, SUSPENSION, & DELAY

- A. Either party may terminate this Agreement by giving thirty (30) days' written notice to the other party. Upon termination, Consultant shall give City all work done toward completion of services. City shall pay Consultant for work performed up to the date of termination in accordance with this Agreement.
- B. City may suspend work under this Agreement upon written notice to Consultant. Upon such notice, Consultant shall cause all work to be stopped and shall not proceed with any further work until written notice to proceed is

received from City. Consultant may invoice, and City shall pay for all work performed prior to receipt of the notice of suspension, on a percentage completed basis.

- C. In the event work under this Agreement is restarted after being suspended or delayed for two (2) months or longer, the parties agree that Consultant has the right to receive, and City shall pay for reasonable costs associated with restarting the work. Such costs will be billed on a time and materials basis and will be paid in excess of the budget for performance of the scope of services under this Agreement. Such costs may include labor hours in re-familiarization with the project; current status of work product; necessary updating of work product or materials; and/or meetings to bring the project team up to date. Consultant shall have no right to receive costs for reactivation costs to the extent the suspension or delay was due to the negligence or willful misconduct of Consultant.

8. OWNERSHIP OF WORK

All documents furnished to Consultant by City and all reports and supportive data prepared by Consultant under this Agreement are City's property and shall be given to City at the completion of Consultant's services. Any reuse of such reports or material is done at the sole risk of the City. Computer models and software used in the preparation of the work shall remain the property of the Consultant.

9. LITIGATION

If either party brings an action against the other party to enforce any term under this Agreement, each party agrees to bear the cost of their own attorney's fees, costs, and expenses related to such action.

10. ASSIGNMENT: SUBCONTRACTS

Consultant's services are considered unique and personal. Consultant will not assign or transfer its interest or obligation under this Agreement without City's written consent. Consultant shall not subcontract its duties under this Agreement without City's written consent.

11. INSURANCE

Without in any way limiting Consultant's liability pursuant to the indemnification described below, Consultant shall maintain, during the term of this contract, the following insurance. Upon request of City, a certificate of insurance will be provided showing City as named additionally insured.

APPENDIX A: SAMPLE CONTRACT

Coverage	Minimum Limits
<i>General Liability</i> Comprehensive General Liability, including: Premises and Operations Contractual Liability Personal & Advertising Injury Liability	\$1,000,000 Combined Single Limit Per Occurrence, and Aggregate
<i>Automobile Liability</i> Comprehensive Automobile Liability, including Non-Owned & Hired Autos	\$1,000,000 Combined Single Limit Per Occurrence
<i>Worker's Compensation and Employer's Liability</i> Workers' Compensation Insurance Employer's Liability	Statutory \$1,000,000
<i>Professional Liability</i> Professional Liability Insurance	\$1,000,000 Per Claim and Aggregate

12. INDEMNIFICATION

Consultant shall defend, indemnify, and hold City harmless from damages, costs, or expenses that may arise from damage to property or injury to persons to the extent caused by Consultant's negligent act, error, or omission.

City shall defend, indemnify, and hold Consultant harmless from damages, costs, or expenses that may arise from damage to property or injury to persons to the extent caused by City's negligent act, error, or omission.

13. DISPUTE RESOLUTION

Prior to commencing any litigation or administrative hearing regarding any dispute arising from this Agreement, the party bringing action must offer to enter into mediation with a mutually agreed upon mediator. In the absence of an agreed mediator, each shall submit two mediators and the mediator will be chosen by lot.

14. ATTORNEYS FEES

In the event of mediation, arbitration, litigation, or administrative procedures arising out of any dispute concerning this agreement, the prevailing party shall be entitled to

APPENDIX A: SAMPLE CONTRACT

recover from the other party its expenses and costs including reasonable attorney fees.

15. VENUE

Any legal action arising out of this Agreement will be venued in Siskiyou County.

16. EQUAL EMPLOYMENT OPPORTUNITY

Consultant is an Equal Opportunity Employer and agrees to comply with applicable regulations governing equal employment opportunity.

17. NOTICES

Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

CITY

CONSULTANT

City of Mt. Shasta
305 N Mt. Shasta Blvd.
Mt. Shasta, CA 96067
Attn: City Manager

18. WAIVERS

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

19. MODIFICATIONS

No waiver, modification, or termination of this Agreement is valid unless made in writing.

20. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.

21. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties. Changes or amendments shall be made in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above written.

CITY

CONSULTANT

Bruce Pope, City Manager

ATTEST
