

CITY OF  
**CLOVIS**

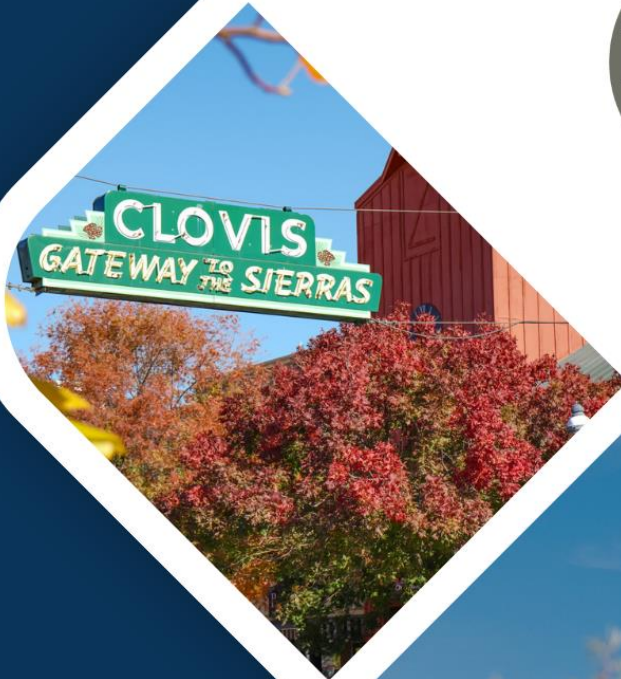


**GENERAL PLAN  
UPDATE**

Request for Proposals

Contact:  
Lily Cha, MPA, AICP

Deadline for submission of proposals:  
**Monday, April 22, 2024 - 4:00 p.m. PST**



559-324-2335



Cityofclovis.com



lilyc@cityofclovis.com

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# INFORMATION

Date	March 20, 2024
Project Title	Comprehensive General Plan Update
Description	The City of Clovis is requesting proposals from qualified planning teams to develop a comprehensive update to its General Plan together with an associated Environmental Impact Report. The project also includes an update to the City’s development code to ensure cohesive implementation of the new General Plan.
Proposals Due	April 22, 2024, no later than 4:00 p.m. PST
Submittal	Proposals must be submitted in electronic PDF format only to <a href="mailto:lilyc@cityofclovis.com">lilyc@cityofclovis.com</a> by 4:00 p.m. PST on April 19, 2024. Proposals received after the specified time and date will not be considered. Proposals may be submitted as an attachment or through a file sharing link if the document is easily accessible and downloadable.  The proposed budget must be provided in a separate PDF document.
Preproposal Meeting	A virtual preproposal meeting has been tentatively scheduled on April 4, 2024, at 2:00 p.m. PST. The meeting date and time are subject to change and or cancellation. Changes will be announced on the City’s General Plan Update website. Meeting information will be available on the <a href="#">website</a> by April 1 <sup>st</sup> .
Interviews	The City anticipates scheduling interviews with one or more of the highest-rated firms prior to finalizing its selection. Interviews are tentatively scheduled for the week of May 20, 2024.
Contract Award	TBA
Contact	Lily Cha, Senior Planner 1033 Fifth Street Clovis CA 93612 559-324-2335 <a href="mailto:lilyc@cityofclovis.com">lilyc@cityofclovis.com</a>
RFP Questions	Proposers may submit written inquiries regarding this RFP. Questions will be addressed on an ongoing basis. All queries must be emailed and received by 4:00 pm PST on April 12, 2024. Any questions submitted after this specified date and time will not be taken into consideration.

Responses to inquiries related to this RFP will be regularly posted on the General Plan website at <https://rb.gy/gcl0v5>. Final responses will be available no later than 4:00 pm PST on April 17, 2024. It is the duty of all prospective proposers to check the website for this pertinent information.

## Resources

[Current General Plan](#), [Housing Element Draft](#), [Active Transportation Plan](#), [Specific Plans](#), [General Plan Update Strategy Report](#), [Clovis Municipal Code](#).

# INTRODUCTION

The City of Clovis (“City”) is embarking on an exciting journey to update its General Plan and is reaching out to invite qualified consulting firms to participate in this process.

As Clovis strives to envision its future and ensure sustainable growth, the City recognizes the invaluable expertise that external partners can bring to the table. The General Plan Update is a crucial undertaking that will shape the development and direction of Clovis for years to come, and the City is committed to assembling a dynamic team that can contribute strategic insights and offer innovative solutions.

Clovis is seeking proposals from qualified consulting teams with a proven track record in urban planning, community engagement, and comprehensive plan development. The selected firm will collaborate closely with City officials, stakeholders, and community members to create a visionary General Plan that reflects the unique character of Clovis while addressing the challenges and opportunities that lie ahead. It is anticipated that the effort will span up to three years, commencing upon the execution of an agreement with the selected consultant.

The successful consultant team will have significant experience preparing innovative and cohesive General Plan Updates and associated analysis and documentation. The selected firm will have extensive community outreach, public engagement, and meeting facilitation experience and are asked to demonstrate success with community engagement and thorough leadership using creative tools and a variety of approaches to engage a wide spectrum of the community. The City is looking for a team that will provide:

- The ability to contribute to the development of a General Plan that integrates and communicates the different elements and policies into a cohesive document.
- A consultant team that employs a cooperative and innovative method for addressing challenges.
- Thoughtful and engaging visioning with the community.
- Motivated, eloquent, reflective, and inquisitive team members sought to collaborate with the community, leadership, and staff.
- Dedication to involving the community through the process.
- Environmental experts with the necessary qualifications, a complete technical team, and a proven track record of successful collaboration.
- The ability to update and design a user-friendly zoning code that aligns with the revised General Plan and State planning and zoning regulations.

## General Plan Update Strategy Report

The City of Clovis last updated its General Plan in 2014. Although the current General Plan has effectively served the City, it has undergone multiple revisions to its land use diagram and requires updating to accommodate evolving laws and housing trends.

De Novo Planning Group was enlisted to assess the City’s existing General Plan with the goal of aiding the City in determining the appropriate scope of work and strategies for a comprehensive update. The resulting strategy report, dated June 29, 2023, outlines the evaluation of the current General Plan, considering recent legislative mandates and the specific goals and objectives articulated by the Council, Planning Commission, and stakeholders. This request for proposals is grounded in the insights offered by the strategy report. While firms submitting a proposal are

expected to incorporate the information and recommendations from the Strategy Report, the City is receptive to the consultant's professional expertise and suggestions for alternative approaches. The report can be found at this link: <https://cityofclovis.com/wp-content/uploads/General-Plan-Strategy-Report.pdf>.

## Community Profile

Nestled in the heart of California's agriculturally rich San Joaquin Valley, Clovis has served as the "Gateway to the Sierras" since its incorporation in 1912. Combining a rich history with small-town warmth and modern amenities, Clovis has become a thriving community known for its friendly atmosphere and strong community values.

While retaining its historical charm, Clovis has developed into a thriving city with great demand for residential development. The City takes pride in its well-preserved heritage, notably seen in the picturesque Old Town Clovis area. Here, century-old buildings combine with contemporary development to house a delightful mix of boutiques, eateries, and antique stores.

In addition to its rich history, Clovis is well-known for its community-focused atmosphere. The City hosts a variety of events and festivals throughout the year, such as the renowned Clovis Rodeo and the diverse ClovisFest, which bring people together. These gatherings highlight Clovis's vibrant culture, offering plenty of chances for people to connect and enjoy themselves.

Clovis is a top choice for living due to its creation of outstanding amenities, such as 173 acres of parks and more than 39 miles of trails. Furthermore, Clovis features outstanding schools, particularly the esteemed Clovis Unified School District. Clovis is also becoming a hub for medical services, with the growth of facilities like the Clovis Community Hospital.

Some key features of Clovis include:

- 125,000 approximate residential population
- 24 square miles of approximate land area
- City Council-City Manager form of government
- \$330.8 million 2023-2024 fiscal year budget
- \$105.3 million 2023-2024 General Fund
- Renowned Clovis Unified School District
- Clovis Community Medical Center and a burgeoning medical service hub which also includes the California Health Sciences University

## Goals and Priorities

Clovis strives to strike a harmonious balance between its rapid growth and the preservation of its small-town atmosphere. The City is deeply dedicated to maintaining the "Clovis way of life," which encompasses maintaining excellent public services, ensuring public safety, and safeguarding outstanding parks and trails, all while preserving the distinctive qualities that render Clovis an attractive place for both living and working. These priorities are closely tied to the essential goal of sustaining dependable and stable revenue streams. As Clovis experiences ongoing growth, the preservation of a superior quality of life remains a top priority. Challenges have emerged, especially in areas such as utilities and the expansion of infrastructure into new development zones, underscoring the necessity of identifying reliable and ongoing funding mechanisms.

## Housing Element

As Clovis continues to grow, the need for a thoughtful and comprehensive general plan becomes increasingly evident. The Housing Element, a crucial component of this plan, addresses the fundamental human need for shelter, reshaping the City's blueprint into a canvas that embraces housing needs and opportunities for all individuals. The City is actively working towards obtaining certification from the California Department of Housing and Community Development (HCD) for its sixth cycle Housing Element. This cycle has brought forth new challenges, particularly in meeting an expanded Regional Housing Needs Allocation (RHNA) and navigating recently enacted state housing laws.

Despite the Housing Element deadline passing at the close of 2023, concerted efforts are underway to achieve Housing Element certification. The City expects the Housing Element to be approved and certified by the middle of 2024. The General Plan Update process does not entail any direct work on the Housing Element, however, as part of the General Plan Update, all other elements, including but not limited to the land use element, must align with, and support the attainment of goals from the Housing Element.

## Project Team

The City of Clovis functions as a highly collaborative entity, promoting cooperation and coordination. In the forthcoming General Plan development process, it is anticipated that the following individuals and groups participate in the process.

### *Project Manager*

The General Plan development process will be administered by the Planning Division of the Planning and Development Services Department, with assistance from other City Departments. Lily Cha, Senior Planner, is the General Plan Project Manager. Dave Merchen is the City Planner. Renee Mathis is the Planning and Development Services Department Director. John Holt is the City Manager.

### *General Plan Advisory Committee (GPAC)*

Clovis intends to assemble a General Plan Advisory Committee (GPAC) appointed by the Council. This committee will play a pivotal role in offering guidance and reviewing draft planning documents. Designed to be reflective of Clovis residents, the GPAC will comprise of individuals residing within the City and representatives from key areas of interest. Collaborating closely with the consultant throughout the planning process, the GPAC will ensure a diverse and inclusive perspective on key priorities and policy direction.

While the City expects the consultant to offer guidance and recommendations for the establishment of the GPAC, the suggestions outlined in the General Plan Update Strategy Report will be integrated. These recommendations encompass specific strategies for the GPAC, such as restricting membership to a range of 10-14 members, limiting meetings to 10-12 sessions throughout the process, and ensuring meeting materials are prepared 1-2 weeks in advance. The purpose is to enhance efficiency throughout the process.

### *Planning Commission*

The Planning Commission will play a crucial role in the hearing process for the General Plan Update project. It is expected that the General Plan Update, Environmental Impact Report (EIR),

and updates to the municipal code will be presented to the Planning Commission for feedback and recommendations before undergoing a final review by the City Council. There may be instances where additional items require scrutiny and input from the Planning Commission.

#### *City Manager and City Council*

The ultimate adoption of the General Plan will rest with the City Council. It is expected that the Council will receive regular updates on the progress of policy issues. The consultant will be tasked with furnishing information to the Project Manager, City Planner, Director, etc., to facilitate regular briefings for the City Manager and other stakeholders.

#### *The Consultant Team*

The success of the project for the City of Clovis is highly dependent on collaborative efforts between the staff and the consultant team. The City places great importance on creativity, expertise, professionalism, team experience, economic value, connectivity/availability, and the exploration of innovative issues and ideas. It is expected that the consultant team will designate a project manager responsible for overseeing the project from initiation to completion. The successful consultant will demonstrate the availability of qualified team members to complete the scope of work in the event that the project manager or other key team members unexpectedly become unavailable. However, any proposed replacement of key staff members must be mutually agreed upon by the City and the consultant team. The project manager is anticipated to be present at all in-person public meetings and workshops.



## SCOPE OF WORK

The City is in search of a qualified and experienced consultant with the capability to comprehensively revise and update the Clovis General Plan and Zoning Code. The revised plan should accurately reflect the community's vision and address the distinctive qualities and challenges of Clovis. It is imperative that the General Plan Update be prepared in conformance with the California General Plan Guidelines and meet all applicable legislative requirements. It is also important that the document use language and graphics that are easily understood by non-technical stakeholders. The consultant must possess experience in performing the technical analysis required in conjunction with comprehensive general plan updates, but also demonstrate expertise in community outreach, public participation, the preparation of general plan program environmental impact reports (EIRs), and the completion of zoning code updates.

Following the recommendations outlined in the General Plan Update Strategy Report, the City anticipates a scope of work that segments the Update into several discreet phases or components:

- a. An Existing Conditions Report should be prepared as a stand-alone work product early in the process.
- b. An Issues and Opportunities Report, or a series of Issues and Opportunities Memos, should be prepared following the Existing Conditions Report.
- c. A Land Use Alternatives Analysis and associated report should be prepared to evaluate 2-3 alternative land use scenarios. The report will be used to select the preferred land use map.
- d. A separate General Plan Policy Document, including actions and/or implementation measures necessary to achieve goals and policies, should be prepared.
- e. A Program EIR should be prepared concurrently with the General Plan Update, with the intent of creating and adopting a self-mitigating Plan. Any environmental mitigation identified as necessary should be built into the document as policies or action items.

While the consultant is required to consider the information and recommendations from the General Plan Update Strategy Report, the City is open to considering the consultant's professional expertise and proposals for alternative approaches. The City welcomes innovative strategies that can yield the best possible project outcomes. The City has formulated this scope of work as an initial framework for consultant responses. Consultants are expected to develop a scope of work that take into account these elements, while incorporating their own best practices and recommendations. A more detailed discussion of the scope of work is provided below.

### **A. Project Management and Coordination**

Oversee project management and coordination tasks, which involve managing subconsultants and handling administrative responsibilities. Given the specific regulatory and technical demands for General Plans in the State of California, firms are encouraged to present a creative team approach that showcases a profound comprehension of these requirements. The proposed approach should address the unique characteristics and challenges of the City, while also incorporating the recommendations specified in the General Plan Update Strategy Report. Proposals must highlight a lead with significant experience in comprehensive city planning and land use.

## **B. Project Initiation**

Initiate the project by establishing project management and communication protocols. Lead the kickoff meeting with City staff, participate in an introductory City Council meeting, join a city tour with staff, refine the scope of work and project schedule, guide a goal-setting session with the City Council and General Plan Advisory Committee (GPAC), and gather data, maps, and documents.

The City has a strong desire to complete the comprehensive General Plan Update within a three-year timeframe. The expectation is for the consultant to provide a practical schedule and adhere to it as closely as possible.

Suggested minimum deliverables:

- Refined scope of services and project schedule
- Materials from the goal-setting session and a summarized report

## **C. Community Engagement and Outreach Strategy**

The successful proposal will include a comprehensive and well-developed outreach program, building upon the initial efforts at the staff level and fostering widespread public participation throughout the process. Each proposal should outline the responding firm's experience with developing and implementing successful public outreach and participation programs and provide examples of tools and strategies that will be used as part of the Clovis General Plan Update.

There should be emphasis on reaching out to groups that are not frequent participants in planning processes. A range of tools and strategies should be deployed to maximize and enhance public participation. The public participation program should be comprehensive, addressing all phases of the process. The program should also contemplate a suitable balance between maximizing opportunities for public participation and ensuring the timely and efficient completion of the project.

The public participation program should occur throughout the key phases of the update process. Examples include the following:

- Visioning and Issues Identification
- Identifying Opportunities and Priorities
- Vetting and Refining Alternatives
- Developing Strategies and Policies
- Reviewing and Providing Feedback on the Draft General Plan and Land Use Map
- Participating in Public Hearings for Plan Adoption

Proposals should incorporate a project manager with experience in community outreach and facilitation, assigned to facilitate GPAC meetings. The consultant is tasked with planning meeting agendas, establishing goals, seeking GPAC inputs, and providing facilitation and associated services, with support from City staff. While City staff may lead meetings on technical topics, consultants are expected to be available when required.

Firms must provide examples of past public participation programs, showcasing both tools and strategies employed to promote community involvement. These examples should encompass measures implemented to prevent the project from losing momentum and

causing community fatigue and apathy, particularly considering the extensive duration of this three-year project.

Suggested minimum deliverables:

- Public outreach program
- Web-based information sharing platform
- Meeting and event materials
- Public outreach summary report

#### **D. Existing Conditions Analysis**

Examine the current conditions throughout the City and compile a report summarizing key findings. These considerations are essential in the planning process and play a crucial role in aiding the community and decision-makers in comprehending how existing conditions inform planning recommendations. The Existing Conditions Report is expected to delineate development patterns, natural resources, traffic flow, historical and cultural assets, socioeconomic conditions, fiscal and economic factors, and environmental constraints within the City. In response to insights gathered from the General Plan Update Strategy Report, the Existing Conditions Report should also encompass additional subjects such as economic development, fiscal sustainability, infrastructure and utilities, community services, and environmental justice. It should be exhaustive, detailed, and be supported by stand-alone technical reports. Moreover, the Report should be crafted to serve as the environmental setting for the EIR to be prepared in the later stages of the General Plan Update process.

To enhance the accessibility of the Existing Conditions Report, the consultant will create a Community Profile Summary. This summary serves as a condensed version, like Cliff Notes, of the comprehensive technical report. It will be visually engaging, emphasizing and describing community-interest topics that should be considered and carefully evaluated during the General Plan Update.

Suggested minimum deliverables:

- Existing Conditions Report
- Graphically rich Community Profile Summary

#### **E. Issues and Opportunities Identification**

After the initial outreach and visioning process, in conjunction with the finalization of the Existing Conditions Report, it is essential to identify a set of critical issues and opportunities that warrant prioritization within the General Plan Update. Although the General Plan will encompass a diverse range of topics and community priorities, it is anticipated that certain issues and challenges will attract greater attention and necessitate a more intensive focus and analysis. The consultant shall provide an Issues and Opportunities Report to serve as a tool to concentrate the community's attention on pivotal issues and opportunities with significant policy implications. The report should identify and visually represent environmental and other constraints relevant to the General Plan Update process through maps and figures. Drawing from information obtained in community visioning workshops, stakeholder interviews, the Existing Conditions Report, City staff observations, and input from the GPAC, Planning Commission, and City Council,

the Issues and Opportunities Report/memos should proactively summarize this data. Certain significant items deserving analysis include:

- Preserving the City’s heritage, its Old Town Downtown, and the general small-town atmosphere of Clovis
- Enhancing and expanding recreational opportunities
- Attracting and retaining jobs and revenue-generating land uses
- Enhancing and maintaining public safety and excellent community services
- Extending infrastructure into new growth areas, and funding resources
- Supporting local school districts as growth continues
- How to address social equity, inclusivity, and environmental justice

Suggested minimum deliverables:

- Issues and Opportunities Report

#### **F. Land Use Alternative Analysis**

Create a comprehensive and detailed Land Use Alternatives Report, accompanied by supporting analyses. Analyze potential changes to the Land Use Map, involving adjustments to land use designations like permitted uses, density fluctuations, and development intensities. This assessment applies to both established developed areas within the City limits, termed as change areas, and undeveloped expanses outside the City limits earmarked for prospective expansion, denoted as new growth areas. Develop 2-3 focused growth scenarios. Consider key concerns highlighted by the Council in the General Plan Update Strategy Report while formulating these growth scenarios, including:

- Cost of services and the fiscal implications of infrastructure extension and delivery
- Availability of water supplies to serve new growth areas
- Revenue and costs associated with different land uses
- Jobs and housing generation potential
- potential impacts on the City’s ability to meet future housing element requirements related to regional housing needs
- Traffic congestion and future roadway needs
- Feasibility of development of the area (i.e., biological sensitivity, etc.)
- Future needs for public facilities

Suggested minimum deliverables:

- Land Use Alternative Report that includes full analysis of infrastructure and utility needs, costs and services, and the preferred scenario.

#### **G. General Plan Update – Goals, Policies, and Actions**

Develop a general plan that encompasses all mandatory elements in conformance with the California General Plan Guidelines and meet all applicable legislative requirements. In addition to the mandatory elements, the General Plan Update Strategy Report identified the following topics as appropriate to address in new or modified elements:

- Community health and environmental justice (possible new element)
- Greater focus on Parks and Recreation (possible stand-alone element)
- Economic development (expand to include more policy direction related to fiscal sustainability. Consider preparation of a Fiscal Sustainability Element)

- Historic preservation and Old Town Clovis (expand to include more policy direction. Consider stand-alone element)

### Presentation

It is imperative that the Updated Plan incorporate language and visuals that are easily understood to non-technical stakeholders, aligning with the City's commitment to exploring inventive approaches to Plan structuring, presentation, and delivery. This may involve organizing the Plan by element, theme, or an alternative recommended method. Consider innovative formats for the General Plan, such as a dynamic, web-based platform. Proposals should demonstrate each responding firm's capability to incorporate innovative thinking into the design and presentation of the General Plan. Firms are encouraged to specify team members, including sub-consultants as necessary, that have specific skills and experience in these areas.

### Self-Mitigating Document

The General Plan should be crafted as a self-mitigating document, integrating all steps, methods, procedures, or mitigation approaches directly into the Plan as policies or action items. This strategy consolidates all pertinent General Plan requirements into a unified document that ensures internal consistency. It can facilitate the efficient review of development projects, infrastructure enhancements, and the overall execution of the General Plan.

### Action Items

The updated General Plan should incorporate a set of specific action items, including both one-time endeavors like a thorough revision of the Zoning Code and ongoing efforts such as implementing best practices in development application reviews. Furthermore, for the City to sustain fiscal stability and uphold the delivery of exemplary public services, the General Plan should outline strategies and approaches that strive to meet these objectives. Action items function as a roadmap for effectively implementing the General Plan, assisting both staff and the City Council in staying focused on upcoming priorities and tasks that align with the goals established by the General Plan.

Suggested minimum deliverables:

- Existing policy audit and analysis report
- Summary/tabulation of how goals and policies lead to implementable programs
- Updated policy consistency matrix
- Administrative, draft, and final Plan
- GIS data and maps created for the Plan

## **H. Environmental Impact Report**

Assemble all necessary components to ensure compliance with the California Environmental Quality Act (CEQA). Given the comprehensive scope of the Plan, the preparation of an Environmental Impact Report (EIR) is required. Beyond merely informing decision-makers and the public about potential adverse environmental effects, the analysis should actively shape the Plan's design based on environmental considerations. To optimize efficiency and avoid redundant efforts, the CEQA analysis should be collaboratively developed alongside the Plan. The General Plan should be self-mitigating

to the greatest extent possible, with mitigation measures presented in a policy format for incorporation into the final Plan. The EIR should also be structured to facilitate the streamlining of the CEQA review process for future projects and proposals that align with the General Plan.

Suggested minimum deliverables:

- Required noticing and filing, including those required for AB 52 and SB 18 compliance
- Scoping meeting materials
- Draft and final project description
- Draft and final EIR with MMRP
- Response to comments
- Findings of fact and statement of overriding considerations (if necessary)
- GIS data and maps created for EIR

#### **I. Public Hearings, Meetings, and Events**

Proposals should reflect time required to prepare for the following:

- Internal kick-off meeting with City staff
- Monthly checking/ coordination meetings with City staff, with an appropriate mix of in-person meetings and conference calls
- Community meetings/ events
- City Council meetings / hearings for working sessions and Plan adoption (at least 2 but could be more)
- Planning Commission meetings / hearings for working sessions and Plan adoption (at least 2 but could be more)
- CEQA scoping meetings
- Attendance and presentation at technical advisory body meetings as required

#### **J. General Plan Advisory Committee Meeting Facilitation**

The consultant will provide guidance and support to the City in establishing and facilitating a GPAC. Consultant responsibilities include creating meeting agendas, outlining goals, specifying the desired inputs from the GPAC, and overseeing meeting facilitation, along with related services, with assistance from City staff.

While the City expects the consultant to offer guidance and recommendations for the establishment of the GPAC, the suggestions outlined in the General Plan Update Strategy Report will be integrated. These recommendations encompass specific strategies for the GPAC. such as restricting membership to a range of 10-14 members, limiting meetings to 10-12 sessions throughout the process, and ensuring meeting materials are prepared 1-2 weeks in advance. These proposals align with the aim of enhancing efficiency throughout the process.

#### **K. Zoning Code Update**

It is imperative to update the Zoning code to align with the revised General Plan and State planning and zoning regulations. The extent of this initiative should correspond appropriately with the updated General Plan. The objective is to formulate a user-friendly zoning code characterized by a design that is easy to comprehend, administer, and interpret.

#### **L. Optional Task – City Community Plan**

The update of the Clovis Community Plan, overseen by Fresno County, may be undertaken as a component of the General Plan Update process. A Community Plan is a document adopted by the County Board of Supervisors that outlines objectives and policies relevant to specific sub-areas, in this case the City's sphere of influence (SOI). While the geographic area covered by the Clovis Community Plan is outside the City limits and therefore falls under the County's jurisdiction, the community plan aims to incorporate the City's interests in shaping the area's future. This plan will align with the City's General Plan.

The Community Plan must adhere to Fresno County's guidelines for community plans, covering background information, authority, and essential elements. For detailed guidance, the Fresno County guidelines are available at this link:

<https://www.fresnocountyca.gov/files/sharedassets/county/v/1/vision-files/files/68455-community-plans-guidance-draft-document.pdf>

The Community Plan update will be a collaborative effort with Fresno County. The expectation is for the consultant to draft the document, which will then undergo vetting by the County and approval through Fresno County's processes.

# PROPOSAL FORMAT

The proposal must align with the outlined Scope of Work, demonstrating specificity and conciseness. To facilitate a consistent review, adhere to the provided outline. Proposals will be accepted exclusively via email, with links to submissions in Google Drive, DropBox, or a firm's FTP site deemed acceptable. Please ensure that proposals are packaged as two separate PDFs. The first PDF should contain the proposal itself, while the second PDF should contain the proposed budget scope. Upon receipt, the proposal becomes the property of the City of Clovis. The City retains the authority to incorporate or exclude any portion of the submissions in the ultimate agreement with the chosen consultant. Submissions received after the specified due date and time will be considered late and will not be evaluated.

- A. **Title Page:** Include the RFP subject, firm name, and date.
  
- B. **Cover Letter:** The letter must contain the consultant's name submitting the proposal, along with their mailing address, email address, telephone number, and contact name. It should feature a statement outlining the consultant's interest and qualifications relevant to this type of work, as per the details in this RFP and any additional information gathered by the consultant. The letter must be signed by a principal of the firm authorized to legally bind the organization.
  
- C. **Project Understanding:** Provide an introduction to the proposal, outlining your understanding of the project and highlighting the key steps, methods, and procedures your firm intends to employ. Emphasize how these approaches will ensure the production of high-quality deliverables within the specified time frames and the budget constraints you have identified.
  
- D. **Project Team and Management Approach:** Detail your team structure and overall qualifications, delineating staff roles and any distinctive or relevant aspects of your project management approach. This section should encompass:
  - 1. Project management team: Identify the Principal in Charge, the Project Manager, and members of the project team.
  - 2. Provide a description of your team and its qualifications, including names, titles, and experience of key personnel involved in similar work efforts or products pertinent to the project described in this RFP.
  - 3. Present a list of specific related work projects completed by your team, directly linked to the project outlined in this RFP. Specify the individuals who worked on such projects, identifying their roles and responsibilities.
  - 4. Showcase credentials for comprehensive and impactful public outreach. Include examples.
  - 5. Provide examples of successful design and presentations of previous General Plan Updates. A brief description of the project(s) with a web linking to the project could be provided.
  - 6. Outline the amount of time key personnel will dedicate to respective project components. Include a list of current and planned project commitments, clarifying how the Clovis General Plan project will be staffed and managed.



7. Propose the approach and tools for project management.
  8. Highlight your team's experience in collaborating with other firms on comparable work, if proposal reflects a collaboration of multiple firms.
  9. Clarify assumptions regarding City staff facilitation and support roles.
- E. **Scope of Work:** Offer a comprehensive description of the steps to be undertaken in executing the work outlined in the provided scope of work. Break down this work description into a detailed level, including tasks, subtasks, and other relevant components, to demonstrate a clear understanding of the work and the proposed approach.
- F. **Schedule:** Present a work schedule that considers City review time, GPAC review, and buffers for City Council packet preparation. Submit materials for significant City Council items for review by the City Manager and City Attorney three weeks prior to each Council Meeting.
- G. **Project Experience:** Furnish details of pertinent work accomplished by both the Prime and Sub-Consultants, specifying project dates, and providing links to final work products. Present no more than three project examples for each sub-consultant.
- H. **Resumes:** Provide resumes for each of the staff members listed in your team structure.
- I. **Budget:** The fee proposal must outline the anticipated total fee for the services detailed in the proposal. This total fee should be broken down by task, encompassing the staff time and hourly rates for the firm(s), along with other direct costs like printing, graphics, base maps, legal notices, mailing, advertising, travel, and other incidental and administrative costs. The fee proposal should bear the signature of an individual authorized to legally bind the firm(s).

Following careful research and deliberation, the City foresees a potential expenditure ranging from \$1.5 to 3 million for a comprehensive update of the General Plan and related services. The City possesses the necessary resources to fully fund this comprehensive update of the General Plan. It is advisable for the consultant to include a contingency cost of at least 10%, which may be utilized at the discretion of the City if necessary. Negotiations with the chosen firm may or may not take place. Therefore, the submitted proposal should encompass the most favorable terms and conditions for the firm, as selection and award decisions may be made without further discussion. All prices should indicate "not to exceed" amounts per task.

- J. **References:** Supply a minimum of three references (names and current phone numbers) from previous comparable work completed within the last five years for the prime consultant. Include a concise description of the role associated with each reference and the responsibilities of the respective team member. Include a concise description of the services rendered for each reference. Ensure each reference includes the project's start date and date of completion.

- K. **Certificate of Insurance:** The successful proposer will be mandated by the City to provide Certificates of Insurance demonstrating the necessary coverage types and minimum limits.
- L. **Business Tax Certificate:** The organization submitting the proposal is not obligated to possess a Clovis business tax certificate to respond to this RFP. Nevertheless, the chosen consultant will need to obtain a Clovis business tax certificate during the contracting process and must keep it active throughout the contract period.
- M. **Standard City Professional Service Agreement:** The chosen consultant will be mandated to enter into a professional services agreement with the City. Please review the attached draft agreement and specify any questions or areas of concern in your response to the City. All requests for modifications to the agreement must be included in the responsive proposal.

## EVALUATION AND AWARD PROCESS

The City will assess all responsive proposals received within the specified timeframe. City staff will assess proposals to gauge the firm's capacity to deliver services in accordance with the project requirements outlined in this document. A contract may be granted to the consultant deemed best suited to meet the City's needs, demonstrating the competence and professional qualifications necessary for satisfactory service delivery.

The City retains the right to invite top candidate(s) for an oral interview and/or seek additional clarifying information. Moreover, the City maintains the authority to reject, wholly or partially, any or all proposals. It may conduct investigations as deemed necessary to assess the firm's capability to deliver services that meet the stipulated performance standards in accordance with the City's requirements.

If the successful consultant declines or fails to execute the contract, the City may award the contract to the next responsible consultant. All consultants not selected by the City will be duly notified. It is important to note that the City is not obligated to award a contract to any responding consultant. Any contract granted will be non-exclusive, and the City reserves the discretion to obtain services from other sources as deemed necessary.

# ATTACHMENTS

Attachment 1 – Sample contract

**CITY OF CLOVIS  
CONSULTANT SERVICE AGREEMENT**

**COVER SHEET  
Description**

This Consultant Services Agreement should be used for individuals or firms performing professional services for the City on an ongoing basis or for one-time projects/assignments. The Consultant may possess a professional license, but a professional license is not required.

The Services may include conducting studies, preparing reports or analysis, making recommendations, or otherwise providing expertise to the City. Typical examples may include environmental consultants, energy conservation consultants, security consultants, economic analysts, and the like. The deliverable for the City (what the City expects to get out of the contract) may be ongoing consulting/advice or preparing a single study, report, recommendation, analysis, plan, or similar product that the City will use to make subsequent decisions or implement using City personnel and/or other contractors. The Consultant will not be performing subsequent work to carry-out the recommendations included in the report, unless it is specifically contemplated in the Agreement and described as part of the Services.

This Agreement should not be used for structural design services for a public facility or capital improvement project (e.g., engineering or architecture design services) or when the work is covered by a more particular City template agreement.

**Instructions**

Introduction

1. Insert the name of the contracting entity or individual and its entity form (e.g., “a California corporation” or “an individual”).
2. Insert the date the Agreement commences. Both parties should sign the Agreement before this date. City should sign the Agreement after Consultant.

Recital A

1. Briefly describe the Services or deliverables. Examples:
  - a. Environmental study
  - b. Energy conservation plan
  - c. Security consulting
  - d. Economic evaluation
2. **Exhibit A** will be either (1) the RFP/RFQ issued for the Services, (2) a summary of the Services and/or deliverables, or (3) the template form describing the details of the Services completed by the Department (see **Exhibit A**).
3. **Exhibit B** will be the Consultant’s proposal or quote for the Services, if applicable, or it will remain blank.
4. See **Exhibit A** and **Exhibit B** instructions below for more detail.

Section 3 (Term of Agreement; Commencement of Services; Schedule)

1. Set Term: Use the first paragraph if there is a set term for the Agreement (e.g., 1 year, 2 years). This is most appropriate for ongoing Services, rather than one-time or specific projects/tasks. Delete the second paragraph if the first paragraph is used.
  - a. Insert the commencement date.

- b. Insert the termination date. This date should not be more than 5 years after the commencement date. The term should be expressed in the RFP/RFQ and/or Consultant’s proposal/quote, if applicable.
  - c. Insert any extension period expressed in the RFP/RFQ and/or Consultant’s proposal/quote, if applicable. If no extension period is planned, delete the sentence referring to an extension period.
    - i. The initial term plus the total extension period should not exceed 5 years.
2. **Specific Assignment:** Use the second paragraph when the Services will be provided for specific projects/tasks on a prescribed schedule (i.e., start date and completion/delivery date). Delete the first paragraph if the second paragraph is used.
    - a. Insert the commencement date.
    - b. Insert the completion date or delivery date. Use the completion/delivery date expressed in the RFP/RFQ and/or Consultant’s proposal/quote, if applicable.
  3. **Schedule:** A schedule may be needed and should be prepared by the Department if not already included as part of **Exhibit A** or **Exhibit B**. If a schedule is not required, delete the sentence referring to the schedule.

Section 4 (Payment for Services)

1. The compensation rate(s) should be included in either **Exhibit A** (prepared by the Department) or in **Exhibit B** (Consultant’s proposal or quote).
2. In Section 4, insert the total contract amount in the space provided. If there is no “not to exceed” amount, replace “shall not exceed” with “is estimated to be”.

Exhibit A

1. **Exhibit A** must be included in every Agreement to ensure that City’s description of the Services and contract requirements are clearly expressed.
  - a. **Exhibit A** may be the RFP/RFQ issued by the City soliciting the Services.
    - i. An RFP/RFQ should include all the categories/specifications needed to fully describe what services will be provided, what the Consultant will be required to provide (e.g., insurance and/or bonding), and what potential remedies will be sought (e.g., delay damages) in order for prospective consultants to prepare a proposal or quote.
  - b. If an RFP/RFQ was not issued, but a proposal/quote was submitted by Consultant, then a summary of the Services should be included in **Exhibit A** that clearly states the City’s description of the Services and deliverables.
    - i. Contract details such as insurance, bonding, delay damages, etc. should be specified. See the template form in **Exhibit A**.
    - ii. Payment/compensation, schedule, and other contract details included in Consultant’s proposal/quote do not need to be repeated here, unless such items are misstated in Consultant’s proposal/quote and need to be corrected.
  - c. If there is no RFP/RFQ and Consultant does not submit a proposal/quote, the Department should complete the **Exhibit A** form template.
    - i. The form should be completed with the amount of detail necessary for an RFP/RFQ. Make sure things like bond requirements, delay damages, and other requirements are specified in **Exhibit A**.

Exhibit B

1. **Exhibit B** will be the Consultant’s proposal or quote for the Services, if applicable.

- a. If a proposal or quote was not submitted, complete the template form in **Exhibit A**.
  - b. If **Exhibit B** is not used, write “Not Applicable” in **Exhibit B**.
2. Prospective consultants should be informed that the City’s template Agreement will be used. If Consultant’s proposal or quote includes contract provisions such as exclusions, limitations, waivers, or other language that conflict with or circumvent the City’s template Agreement, the proposal/quote must be reviewed and approved by the City Attorney.

### Exhibit C

1. **Exhibit C** details the insurance requirements.
  - a. If the Services are for professional services, include the Professional Errors and Omissions provision (Section A(i)). If not, delete this paragraph (see highlighted portion).

### Signature Section

1. Consultant: Complete all fields to identify the Consultant, a contact person for Consultant, and contact information for Consultant. This information will be used for City to send notices required by the agreement to Consultant. The contact person should be someone local, if possible, and will most likely be the City’s direct contact for matters concerning the agreement.
2. City: Complete all fields to identify the City department, a contact person for City, and contact information for the City representative. This information will be used for Consultant to send notices required by the agreement to City. The contact person should be the department head or project leader and will be the Consultant’s direct contact for matters concerning the agreement.
3. The final step, after the agreement is completed and approved by the approving authority (i.e., Department Head, City Manager, or City Council), the agreement should be signed by the authorized City representative.
  - a. The agreement will be signed by the City Manager, unless the City’s purchasing procedures allow the Department Head to enter into the agreement on behalf of the City.
  - b. The City should sign the agreement after it is signed by Consultant.

**CITY OF CLOVIS  
CONSULTANT SERVICE AGREEMENT**

This Consultant Services Agreement ("Agreement") is entered into between the City of Clovis, a California general law city ("City") and [REDACTED] ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on [REDACTED] ("Effective Date").

**RECITALS**

- A. City desires to obtain [REDACTED] ("Services") more fully described in **Exhibit A**, and, if applicable, as further set forth in the proposal from Consultant attached as **Exhibit B**, which are incorporated herein by reference.
- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that Consultant is qualified, experienced, and capable of performing the Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary to perform the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

**AGREEMENT**

- 1. Scope of Services. Consultant shall perform the Services described in the Recitals and detailed in **Exhibits A & B**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
- 2. Priority and Conflicts; Exclusions. If the terms and requirements of this Agreement and/or **Exhibit A** conflict with **Exhibit B**, this Agreement and **Exhibit A** shall control. No contractual terms and/or conditions found in **Exhibit B** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
- 3. Term of Agreement; Commencement of Services; Schedule. The term of this Agreement shall commence on [REDACTED], and Consultant shall begin performing the Services on that date, unless otherwise instructed by City. This Agreement shall terminate on [REDACTED], unless extended beyond that date by mutual consent of the Parties, for a period not exceeding [REDACTED] years. This Agreement may be terminated prior to the end of the term pursuant to Section 17 herein.

[or]

Consultant shall begin performing the Services on [REDACTED], unless otherwise instructed by City, and continue with the Services until satisfactorily completed, as determined by City. Consultant shall complete the Services not later than [REDACTED] ("Completion Date"), unless



extended beyond this date by mutual consent of the Parties. This Agreement may be terminated prior to the Completion Date pursuant to Section 17 herein.

Consultant shall perform the Services according to the schedule set forth in **Exhibits A and/or B**, if applicable. If no schedule is set forth in **Exhibits A and/or B**, City and Consultant shall mutually agree on a schedule for performance of the Services and completion of any deliverables. The schedule shall be subject to modification based on the City's operational needs. City will notify Consultant in advance of any modification to the schedule.

4. Payment for Services. City shall pay Consultant for the Services performed pursuant to this Agreement according to the rate(s) stated in **Exhibit A** or in Consultant's Proposal, which is set forth in **Exhibit B**, as applicable. The total amount paid by City to Consultant shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Consultant for Services satisfactorily performed pursuant to this Agreement. Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days after receipt of invoice.

5. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Consultant is engaged in an independently established trade, occupation, or business to perform the Services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Consultant is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.

6. Consultant Representations; Standard of Care; Compliance with Law. Consultant represents that Consultant and any subcontractors utilized by Consultant are and will be qualified in the field for which Services are being provided under this Agreement and Consultant and any subcontractors are now, and will be throughout their performance of the Services under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Consultant and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws, regulations, and industry standards.

7. Identity of Subcontractors and Sub-Consultants. Consultant shall, before commencing any work under this Agreement, provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City and in no event shall Consultant replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld.

Notwithstanding any other provisions in this Agreement, Consultant shall be liable to City for the performance of Consultant's subcontractors.

8. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

9. Power to Act on Behalf of City. Consultant is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

10. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Consultant under this Agreement.

11. Ownership and Inspection of Documents. All data, tests, reports, analyses, documents, records, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of City. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

12. Confidentiality. All Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

13. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects or work for which Consultant's services are rendered, or any publicity pertaining to the Consultant's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production, internet website, social media, or other similar medium without the prior written consent of City.

14. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Consultant's or its employees' performance of the Services and the Work Product produced. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

15. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

16. City Right to Employ Other Consultants. Unless **Exhibit A** specifically provides that the Services City seeks pursuant to this Agreement are exclusive to Consultant, this Agreement and performance of the Services are non-exclusive and City reserves the right to employ other consultants in connection with the Services while this Agreement is in effect.

17. Termination of Agreement. This Agreement shall terminate as provided in Section 3, unless terminated earlier pursuant to the following:

a. Termination by City: For Convenience. City may at its discretion terminate this Agreement for convenience and without cause upon fourteen (14) days prior written notice to Consultant. Upon receipt of a termination notice pursuant to this subsection, Consultant shall promptly discontinue all Services affected, unless the notice directs otherwise.

b. Termination by City or Consultant: For Cause. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach, and a failure within that time period to cure or commence reasonable steps to cure the breach.

c. Compensation to Consultant Upon Termination. Consultant shall be paid compensation for Services satisfactorily performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its Services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified Section 4. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon termination of this Agreement, Consultant shall: (i) promptly discontinue all Services affected, unless the notice of termination directs otherwise; and (ii) deliver or otherwise make available to the City, without additional compensation, all Work Product and/or deliverables accumulated by the Consultant in performing this Agreement, whether completed or in process. Consultant may not refuse to provide such Work Product for any reason whatsoever.

18. Insurance. Consultant shall satisfy the insurance requirements set forth in **Exhibit C**.
19. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Consultant or its subcontractors relating to the performance of Services described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's sole negligence or willful misconduct, subject to any limitations imposed by law. Consultant and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.
20. Taxes. Consultant agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Consultant incident to the performance of Services under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Consultant, its employees, agents, and representatives. Consultant agrees to obtain and renew an annual business tax certificate from City and pay the applicable annual business registration tax to City during the term of this Agreement.
21. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.
22. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:
- a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.
  - b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.
  - c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.
  - d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

23. Entire Agreement. This Agreement, including the Exhibits and any other attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.
24. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
25. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities. Evidence of Consultant's authority is attached as **Exhibit D**.
26. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.
27. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.
28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.
29. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.
30. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
31. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement.

A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

32. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

Now, therefore, the City and Consultant have executed this Agreement on the date(s) set forth below.

CONSULTANT

CITY OF CLOVIS

By: \_\_\_\_\_

By: \_\_\_\_\_

John Holt, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Party Identification and Contact Information:

**Consultant**

**City of Clovis**

Company Name

Department Name

Attn: Name

Attn: Name

Title

Title

Address

1033 Fifth Street

City, State

Clovis, CA 93612

\_\_\_\_\_ [E-Mail Address]

\_\_\_\_\_ [E-Mail Address]

\_\_\_\_\_ [Phone Number]

\_\_\_\_\_ [Phone Number]

ATTEST

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

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# EXHIBIT A

## DESCRIPTION OF SERVICES

### SCOPE OF SERVICES

[Include a detailed description of Services and work product desired. Craft the description as if it was for an RFP/RFQ. Identify any deliverables. Include a schedule, timeline, and/or benchmarks for the Services and deliverables, if appropriate here.]

### SCHEDULE

[If not included in the description above, include a detailed description of the schedule for Services here, including start date, completion/delivery date, timeline, and any benchmark dates. This part may be deleted if a schedule or deadlines are part of the description, above.]

### COMPENSATION AND RATES

Consultant shall be compensated according to the following rates/fees:

[Identify compensation/rates to be paid to Consultant (e.g., \$50 per Hour) for general Services or any employee or task specific performance. Prepare a table or itemized list, if appropriate. Include reimbursable expenses, if applicable.]

City shall pay Consultant for the Services performed pursuant to this Agreement at the rate of \_\_\_\_\_ Dollars per \_\_\_\_\_ (\$ \_\_\_\_\_ / \_\_\_\_\_). The total amount paid by City to Consultant shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

[Note: A rate schedule should be used if there are multiple rates (for different staff or activities) and reimbursable items.]

[Optional: A table may be used if appropriate to set monthly and annual billing estimates if not included in Consultant's proposal. This is particularly useful if the agreement term is for multiple years and the year-to-year rates are different. If not used, delete the table.]

#### **Year One**

Total Monthly Billing (Basic Service)	\$ _____
Annual Billing (Basic Service)	\$ _____
Annual Billing (Upon Request Services)	\$ _____
<b>Total Annual Billing</b>	<b>\$ _____</b>

#### **Year Two**

Total Monthly Billing (Basic Service)	\$ _____
Annual Billing (Basic Service)	\$ _____



Annual Billing (Upon Request Services) \$ \_\_\_\_\_  
**Total Annual Billing** \$ \_\_\_\_\_

**Year Three**

Total Monthly Billing (Basic Service) \$ \_\_\_\_\_  
Annual Billing (Basic Service) \$ \_\_\_\_\_  
Annual Billing (Upon Request Services) \$ \_\_\_\_\_  
**Total Annual Billing** \$ \_\_\_\_\_

These rates/fees represent the total cost for all Services provided under this Agreement, including labor, equipment, materials, costs and expenses, taxes, and overhead, to be paid for Services satisfactorily performed.

Total compensation, including expense reimbursement, shall not exceed [Note: If there is not a "shall not exceed" amount, insert an estimate for the contract amount]:

**CONTRACT TOTAL: \$ \_\_\_\_\_**

**SECURITY BOND** [This should be used when Consultant will have access to confidential or sensitive information. Delete this section if not used.]

Consultant will have access to sensitive and confidential information during the performance of the Services. Prior to commencing any portion of the Services, Consultant shall apply for and furnish to City a bond in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to protect City against loss related to such sensitive and confidential information. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by City in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. City reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to City.

**DELAY DAMAGES** [This should be used when a deliverable (e.g., a study or report) must be completed by a specific date. Specify a dollar amount for delay damages. This amount should be reasonable and related to the costs/inconvenience City will experience due to the delay. Delay damages should be specified in the RFP/RFQ. Delete this section if not used.]

Time is of the essence with respect to this Agreement and the Services to be performed by Consultant. Consultant's failure to timely perform the Services under this Agreement or failure to meet the benchmarks and delivery dates set forth in the schedule shall result in the assessment of delay damages at the rate of \$ \_\_\_\_\_ per day for each calendar day beyond the respective benchmark and delivery dates that the Services remain incomplete or not fully performed. The actual occurrence of damages and the actual amount of the damages which City would suffer for such delayed completion of the Services are impracticable and extremely difficult to calculate. Damages which City would suffer in the event of such delay include, but are not limited to, loss of the use of other contractor's work, disruption of

activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public. Accordingly, the parties agree that the amount set forth herein shall be presumed to be the amount of damages which City shall directly incur for each calendar day that completion of the Services is delayed.

**EXHIBIT B**  
**CONSULTANT PROPOSAL**

# EXHIBIT C

## INSURANCE REQUIREMENTS

Prior to commencement of the Services, Consultant shall take out and maintain at its own expense the insurance coverage required by this **Exhibit C**. Consultant shall cause any subcontractor with whom Consultant contracts for the performance of Services pursuant to this Agreement to take out and maintain equivalent insurance coverage. Said insurance shall be maintained at all times during Consultant's performance of Services under this Agreement, and for any additional period specified herein. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. Minimum Limits of Insurance. Consultant shall maintain the following types of insurance with limits no less than specified:

(i) Professional Liability Insurance (Errors and Omissions) in an amount not less than \$2,000,000.00 per occurrence or claim and \$2,000,000 in the aggregate. Said insurance shall be maintained for an additional period of five years following the earlier of completion of Consultant's Services under this Agreement or termination of this Agreement.

(ii) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, 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.

(iii) Worker's Compensation Insurance as required by the State of California.

(iv) Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

(v) Umbrella or Excess Liability. In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

If Consultant maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) The City, its officers, officials, employees, agents, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and 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 coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form 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).

(ii) For any claims related to the Services performed pursuant to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iv) Consultant grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City 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 City has received a waiver of subrogation endorsement from the insurer.

(v) Any deductibles or self-insured retentions must be declared to and approved by the City of Clovis Risk Services. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

c. Evidence of Coverage. Consultant shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Consultant's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Consultant's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If Consultant fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Consultant, and the Consultant shall pay the cost thereof to City upon demand, and City shall furnish Consultant with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Consultant under this Agreement.

e. Subcontractors. If the Consultant should subcontract all or any portion of the work to be performed in this Agreement, the Consultant shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Consultant to City under this Agreement.

**EXHIBIT D**  
**SIGNING AUTHORITY**