

**AGENDA  
CITY OF PATTERSON  
DOWNTOWN REVITALIZATION COMMITTEE  
SPECIAL MEETING**



**Monday, August 16, 2021  
5:00 p.m.**

**VIA ZOOM CONFERENCE CALL  
City of Patterson - City Hall  
1 Plaza  
City Council Chambers  
Patterson, California**

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH EXECUTIVE ORDER N-25-20, ISSUED BY CALIFORNIA GOVERNOR GAVIN NEWSOM ON MARCH 12, 2020, THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT.

**THIS MEETING WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC. ALL MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING VIA TELECONFERENCE BY CALLING 1-669-900-6833 MEETING ID: 845 2368 4957, PASSWORD: 485306 AND WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT. JOIN FROM A PC, MAC, IPAD, IPHONE, OR ANDROID DEVICE BY USING THIS URL:**

<https://us06web.zoom.us/j/84523684957?pwd=dGNxVWlGeWhRclZHeUpySXYwbnZoZz09>

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (209) 895-8014. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADA Title II]

The DRC agenda and supporting public documents (if any) are available for viewing in City Hall, Planning Department, 1 Plaza, 2<sup>nd</sup> Floor, Patterson, California. The DRC agenda and supporting public documents (if any) are also available online on our City web site [www.ci.patterson.ca.us](http://www.ci.patterson.ca.us) listed under "Agenda Center" and listed under "Downtown Revitalization Committee" or you may contact the Planning Department directly at (209) 895-8020 or email [planning@ci.patterson.ca.us](mailto:planning@ci.patterson.ca.us)

If you wish to be notified of future meetings, please subscribe to "Notify Me" listed under Popular Links on our City of Patterson web site [www.ci.patterson.ca.us](http://www.ci.patterson.ca.us)

1. Call to Order
2. Statements of Conflict
3. Items from the Public

The public wishing to address the Committee on items that do not appear on the agenda may do so; however, the Committee will take no action other than referring the item to staff for study and analysis and may place the item on a future agenda.

Any member of the audience desiring to address the Committee regarding a matter on the agenda, please state so at the time the item is announced by the Chairperson. In order that all interested parties have an opportunity to speak, any person addressing the Committee may be limited to a maximum of five (5) minutes.

4. Motion to approve DRC meeting minutes of July 12, 2021.
5. Introduction of Draft Request for Proposals (RFP) for the Downtown Master Plan
6. Adjournment

**CITY OF PATTERSON**  
**INTEROFFICE MEMORANDUM**

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**Date:** August 11, 2021

**To:** Downtown Revitalization Committee

**From:** David James, Community Development Director

**Subject:** Downtown Revitalization Committee Meeting of August 16, 2021

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As has been discussed in past meetings one of the key documents that needs to be prepared towards establishing a vision for the Downtown is a Downtown Master Plan. This document will also assist the City as we move forward in avoiding haphazard and piecemeal attempts at making improvements to the Downtown whether within the public realm or the private realm. The Downtown Master Plan will require the assistance of an urban design and planning type firm to guide us through the process and prepare the Master Plan document. To that end the first step in the process is to prepare a Request for Proposal (RFP) to be disseminated to qualified and interested consulting firms. I am pleased to inform the Downtown Revitalization Committee (Committee) that a draft RFP has been prepared and is ready to share with the Committee with the intent of getting your feedback prior to launching the RFP. Once I have received feedback from the Committee and the City Manager's office, I anticipate having the RFP ready for distribution by early September. You will observe that there are numerous dates that have intentionally been left blank. Once I have a better idea of when I will have the RFP ready to launch, I can fill in those dates. It should be noted that while the scope of work articulated in the RFP is rather specific, I did leave the door open for a firm or firms to suggest alternative approaches to achieving the same goals outlined in the RFP. At this juncture I have a list of six (6) consultants that I intend to disseminate the RFP to and are listed below for the Committee's consideration. An additional firm or firms may get added to the list, but this is the list for now.

- Lisa Wise Consulting
- Opticos
- RRM Design Group
- Sargent Town Planning
- Raimiassociates
- Place Works

Thank you for your consideration and support in this matter and we will see you at the DRC meeting.

Best regards,  
David James, AICP  
Community Development Director

cc: Ken Irwin, City Manager

City of Patterson  
Downtown Revitalization Committee  
Regular Meeting Minutes  
July 12, 2021

1. **Call to Order**

The regular meeting of the Downtown Revitalization Committee (DRC) of July 12, 2021 was called to order via zoom conference call at 5:06 p.m. by Chairperson Strongin-Blickenstaff.

**DRC Members Present:** Emily Strongin-Blickenstaff, Lisa Days, Ali Wright, Timothy Benefield,

**DRC Members Excused:** Erica Ayala

**City Staff Present:** Community Development Director David James, City Planner Joel Andrews, City Manager Ken Irwin, Downtown Revitalization Committee Secretary Denise Melo

2. **Statements of Conflict:** None

3. **Items from the Public:** None

4. **Motion to approve DRC meeting minutes of June 14, 2021**

Committee Member Days motioned to approve the June 14, 2021 DRC meeting minutes and the motion was seconded by Committee Member Wright with a 4-0 vote.

5. **City of Patterson Presentation and Introduction to the Resources and Tools for Business Success program “Tools”**

Community Development Director James gave a presentation regarding the Resources and Tools for Business Success program and walked the committee through steps to navigate the “Tools” on the website.

Chairperson Strongin-Blickenstaff suggested getting the word out about “Tools” on social media so members of the public will know that the “Tools” resources are available. She also asked if the information on “Tools” coincides with what the rules are for City guidelines. Community Development Director James stated that the sections are more generic, and the public should check with the City for specifics.

Vice Chairperson Benefield asked for helpful ways to promote “Tools”, he also recommended a section be added on non-profits. He asked for a pre-timeline for the downtown master plan process.

Community Development Director James stated that the Request for Proposals (RFP) draft should be ready by next week and will be shared with the committee at the next meeting. He stated he will ask the consultants for a schedule.

Downtown Revitalization Committee Minutes  
July 12, 2021 - Official

Committee Member Wright asked if a consultant was necessary to prepare the master plan or should City staff do it? She also wanted to know what percentage of the budget would be spent on the consultant. Community Development Director James stated that we don't have the expertise in-house to prepare the master plan. He stated that the majority of the budget would be spent on the consultant.

Committee Member Days stated that "Tools" was located under Economic Development on the website but didn't think it was in the right place and it should be located under Businesses on the website. Community Development Director James stated that "Tools" could also be placed under "popular links" on the website. She also stated that they would like to make decisions as a committee and include their ideas in the master plan as the consultant works on it.

The committee talked about the future Public Facilities building that will be located downtown.

Community Development Director James stated that consultants will most likely join Zoom meetings in the future with the committee after they are hired so everyone will work together to do the master plan.

6. **Adjournment:** 6:13 p.m.



**City of Patterson**  
1 Plaza  
Patterson, California 95363

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**DOWNTOWN MASTER PLAN**



**SEPTEMBER \_\_\_\_, 2021**

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DOWNTOWN MASTER PLAN  
REQUEST FOR PROPOSAL  
SEPTEMBER \_\_ 2021

1. Introduction

The City of Patterson (City) invites proposals from any and all qualified parties to create a Downtown Master Plan pursuant to the Specific Plan of Land Use (Specific Plan) mechanism. A Specific Plan is defined as a plan adopted by a city or county to implement their general plan for designated areas. The Specific Plan contains the locations and standards for land use decisions, land use intensities streets and other public facilities in greater detail and specificity than a general plan text or associated land use allocation map or regulating plan. After considering other revitalization strategies the Specific Plan mechanism was identified as the most appropriate method or tool towards developing a comprehensive vision for the Downtown Commercial District and providing the City of Patterson and the Community of Patterson with the highest return on its investment. The Specific Plan will incorporate an area commonly referenced as the Downtown Core and extends into the adjacent neighborhoods and residential enclaves to the north, south and east of the Downtown and also extending into a rather commercialized area along Highway 33 to the east. The need and purpose of extending the Master Plan boundary beyond the Downtown core is explained in more detail in the scope of work section of this RFP.

2. Background

Many communities embark on a downtown revitalization effort only after their downtown has hit rock bottom so to speak. Under this scenario the downtown revitalization effort often takes on a sense of desperation. However, in the case of Patterson while certainly there are areas and conditions that need improving the quality of the Downtown District is in relatively good conditions and using a common real estate expression can be characterized as having “good bones” as it were and a solid foundation on which to build and improve upon.

The City of Patterson was incorporated on December 22, 1919, and is home to approximately 24,000 individuals. In terms of geography, Patterson is located in the Central Valley on the western edge of Stanislaus County and is part of the Modesto Statistical area. Patterson is adjacent to the I-5 freeway/corridor approximately 27 miles southeast of Tracy, 87 miles southwest of Sacramento and 97 miles northwest of Fresno. Patterson's adjacency to the I-5 corridor and proximity to the Bay Area accounts for much of the relatively recent growth in all sectors of the economy and Patterson's transition from an agricultural/resource-based economy to an ever-diversifying economy more dependent on manufacturing, logistics and warehouse and distribution activity. Since its inception, Patterson has been recognized for its palm tree lined streets and avenues. This design feature imparts a very strong sense of place, and this feature has been perpetuated over the years as Patterson has grown and its circulation network has expanded. This palm tree inspired sense of place was a key inspiration in the City's tagline of choice "Patterson the Oasis of the Valley".

The City of Patterson possesses four (4) distinct -commercial areas or districts; The aforementioned traditional Downtown Core area, a segment of commercial activity along Hwy 33, a newer area along Sperry Avenue featuring strip centers and big box retailers and the highway service commercial area off the Sperry Avenue/I-5 interchange known as the Villa Del Lago Travel Center. As the population of Patterson has grown and continues to grow, there has been a corresponding increase on the demand for additional commercial development. As a result, Patterson has seen the decline of the Downtown Core area and the rise of big box retailers and inline strip centers. These commercial influences have had an impact on the retail mix of the Downtown Core area.

At this juncture, the City and Community of Patterson have not made a commitment to establishing a Main Street Patterson organization. The City has however, established a Downtown Revitalization Committee which will play a key role in the revitalization effort including the creation of the Master Plan as an important first step in the process. That stated, we have never-the-less embraced the National Main Street Center's Four-Point approach to downtown revitalization with its emphasis on historic preservation and establishment of a sense of place that is genuine and not artificial or contrived. Patterson's downtown commercial district has tremendous potential and while the more modern contemporary shopping centers are nicely done in their own right, they are not unlike shopping centers throughout California. It is in the inherent

uniqueness of Patterson downtown that will ultimately drive the success of our revitalization efforts.

As suggested by the National Main Street Center's research, there is a trend away from the ubiquitous shopping center, chain store and mega mall experience towards a more genuine retail district consisting of unique, one-of-a-kind shops and restaurants located along pedestrian friendly streets. As indicated, the National Main Street Center's approach to downtown revitalization involves a Four-Point approach consisting of the following elements:

- Design
- Promotion
- Economic restructuring
- Organization

The Downtown Master Plan will focus primarily on the design aspects of the Main Street approach. However, the Master Plan must be prepared in the context of the larger Four-Point approach and in this regard not created in a vacuum.

It is important to note that in addition to the Patterson General Plan document the City possesses other relevant documents from which the creation of a Master Plan can build upon. These documents are available on the City's web site and those interested in pursuing the subject RFP are encouraged to explore these texts the titles of which are listed below:

- Community Design Guidelines (Adopted in 2002)
- Downtown Patterson Revitalization Visioning Report (Adopted in 2015)
- City of Patterson Strategic Plan (Adopted in 2017)

In addition to the above the City has recently completed a feasibility study towards establishing a new Public Safety Center to be located in the Downtown Core area through the razing and replacement of an existing structure. As the City transitions from the feasibility phase to the creation of actual working/design drawings it

presents an opportunity for the Master Plan and the Public Safety Center to evolve together and in this regard ensure that the Public Safety Center does not proceed in a vacuum with little to no regard for the Master Plan process. The feasibility study document is also available for review on the City's website. It should also be noted that the Request for Proposal (RFP) for the design phase of the project was disseminated on August 12, 2021.

In this post Proposition 13 (Jarvis Gann Initiative), California communities have grown increasingly reliant on sales tax for their fiscal sustainability. As a result, many California communities have concentrated a great deal of their planning and economic development efforts towards expanding their retail base in a movement commonly referred to as the "fiscalization of land use". One of the unintended consequences of this emphasis on retail has been that many California communities have become over-retailed. In this regard, there is more retail square footage than the region's primary and secondary retail markets can accommodate and absorb. This condition has only been exacerbated by the convenience and popularity of online shopping. However, in the case of Patterson it was intuitively suspect that there is a significant amount of retail leakage from the area that could be captured. In February 2020, a study was produced by Derrigo Studies entitled Demographic-Marketing Report and Retail Gap Analysis. The results of the Study revealed that Patterson has a significant amount of in retail hemorrhage in sales away from Patterson in nearly every retail category. This should be viewed not only as an opportunity to attract additional retailers and enhance the amount of sales tax accrued to the General Fund but also as an opportunity for the Downtown Commercial Core more specifically as well. As suggested, shopping, dining and entertainment venues in a walkable pedestrian friendly historic downtown environment is all about the experience which simply cannot be duplicated or substituted by an online scenario.

### 3. Specific Areas of Concern and Challenges

- a. Define and establish the Patterson Downtown Master Plan with appropriate zoning standards (preferably Form-Based) tailored to the Downtown Core and surrounding neighborhoods and land uses immediately adjacent to the Downtown.
- b. Develop signage standards tailored towards the specific needs of the Downtown Commercial District towards encouraging and facilitating private onsite signage that is more appropriate and in keeping with traditional historic

downtown environments and settings and towards avoiding signage that is more in keeping with strip centers and big box format retail centers.

- c. Develop signage standards and a signage strategy for public signage to be applied in and on public spaces such as Wayfinding and informational kiosk style signage purposes.
- d. Develop lighting standards that are appropriate and instep with historic downtown places in terms of both streetlighting and pedestrian bollard style lighting.
- e. Develop landscape and street scape standards appropriate to an historic downtown environment that enhances the pedestrian experience.
- f. Pedestrian enhancements, walkability, and reduction of pedestrian conflicts.
- g. Identification of potential plaza sites and location.
- h. Develop design and historic preservation guidelines for both the downtown commercial district and adjacent residential neighborhoods.
- i. Expansion of art in public spaces.
- j. Increase retail space, mixed use and live work opportunities and scenarios.
- k. Provide coordination and continuity between the development of the Downtown Master Plan and the evolving Public Safety Center slated for the Downtown as well.
- l. Address the interface condition between the Downtown Core area and the residential enclaves and Highway commercial uses that surround the subject area in terms of land use transitions and enhancing connectivity.

#### 4. Scope of Work

##### General Goal:

A conceptual Downtown Master Plan will be prepared implementing the goals and objectives of the City of Patterson General plan and Strategic Plan

inclusive of the National Main Street's Four-Point approach towards protecting, enhancing and revitalizing Patterson's historic downtown district and adjacency to residential neighborhoods.

Overall Development Plan:

It is intended that the Downtown Master Plan provide guidelines and regulations, which will be used to identify and review future land uses, redevelopment or new development projects, façade improvements and signage within the Downtown Core area.

Development Regulations:

A regulatory section to implement the land use plan. This section should set forth the permitted land uses, and zoning regulations tailored to the downtown core area and the adjacent land uses to further enhance these interface conditions and transitional land uses and to enhance connectivity. This section of the Master Plan will also be used to identify incompatible uses that might be perfectly fine in a conventional retail setting but inappropriate to a historic downtown setting such as automotive repair. The development regulations further provide the site development standards, criteria and procedures for implementing the Master Plan. Said regulations will constitute the zoning for the subject area and shall be adhered to during the project review. It is anticipated that the most efficient approach to achieving the goals of the Master Plan and addressing the interface issues will be through the creation of a Form-Based Code rather than a more conventional Euclidean zoning approach.

Design Guidelines:

The Design Guidelines should provide a long-range concept that are historically correct and appropriate and not contrived while providing visual order and continuity as the project evolves. Adherence to the Design Guidelines should enhance property values and protect these resources from poor or inappropriate design that could render the area less desirable. The Design guidelines should be properly illustrated to convey the plan's design intentions. The Design Guidelines should also address key design elements, which will contribute to the overall visual impact on the community. These should include architectural design elements as well as criteria for signage, lighting, landscaping, parking and other details.

### Design Vignettes:

- Prepare a minimum of four (4) design vignettes illustrating before and aftereffects and images on existing structural groupings located within the Downtown Core area. The illustrations to be based on the theoretical implementation of the design guidelines.
- Prepare a minimum of four (4) design vignettes illustrating before and aftereffects and images of private signage on existing structures or structural groupings located within the Downtown Core area. The illustrations to be based on the theoretical implementation of the signage guidelines.
- Prepare a minimum of four (4) design vignettes illustrating the implementation of the landscape, streetscape, lighting and public signage standards.
- Identify up to four (4) downtown plaza and/or pedestrian amenity sites and prepare a corresponding design vignette for each.
- Identify up to four (4) Downtown sites that are either underutilized or support incompatible land uses and prepare a design vignette illustrating an alternative land use scenario for each.
- Prepare or have a study prepared to evaluate the economic potential of the downtown area based on a post revitalization scenario.

Please note that City Staff acknowledges that in most instances an urban design firm will not have all of the disciplines necessary to achieve the tasks identified in the Master Plan scope of work. As such there is no penalty assessed for bringing in other disciplines such as a signage expert, CEQA expert and/or an economist towards establishing the team necessary to complete all of the tasks required. Conversely, there is no particular advantage for being a “one stop shop” either. At the end of the day it is the City’s goal to select the best project team. Additionally, while the scope of work is relatively specific Staff acknowledges that there may be alternative strategies towards achieving the same goals. In this regard the City is open to alternative scenarios and approaches to achieving a Downtown revitalization strategy that may involve alternative approaches to the Master Plan/Specific Plan approach articulated herein. In this regard should you elect to approach this from another perspective please inform the City of your decision to

do so and why you are pursuing an alternative path and the advantages of your particular approach.

## 5. Public Participation

A goal of the Community Development Department of the City of Patterson is to foster a maximum amount of public input in the planning process.

The consultant should anticipate a minimum of conducting/attending ten (10) meetings with the following entities:

- City Staff
- Patterson Downtown Revitalization Committee
- Community members and organizations
- Planning Commission Workshops and Public Hearings
- City Council Workshops and Public Hearings
- Coordination with the consulting firm preparing the downtown Public Safety Center design.

## 6. Environmental Review

Staff acknowledges the unique relationship between a Specific Plan and the General Plan and the CEQA challenges and ramifications inherent in the preparation of a Specific Plan. That stated we (the City) want to avoid spending an inordinate amount of our budget on CEQA clearances. We would prefer to spend our resources on the actual Master Plan and in this regard will be looking for ways in which to comply with CEQA but not at the expense of producing a quality Master Plan document. To this end and at the risk of appearing flippant we do not want to be conducting Kit Fox surveys in our Downtown.



7. Consultant Selection Schedule

Distribute Request for Proposal (RFP) to consultants	
Informational Session	
Proposal due to City	
Review of Proposals	
Interview of Finalists	
Selection of Consultant	
Authorization of Contract by City Council	

8. Submittal Requirements

- a. Ten (10) copies of the proposal, signed by an authorized representative shall be delivered to the Community Development Department on or before \_\_\_\_\_ by 5:00 p.m. Late proposals will not be considered.
- b. The proposal should address the following issues:

- Demonstrated Main Street development projects
- Understanding of the project
- Methodology of the project completion
- Project schedule
- Consultant qualifications
- Work/Product sample(s)
- Budget
- References
- Sub-consultant qualifications and role in project (if applicable)

9. Questions

Please direct any questions regarding the RFP Document and/or proposed work so as to be received in writing by XXXXX, 2021 by 5:00 p.m. This is to allow sufficient time to distribute questions and provide answers to all prospective firms. If submitting questions via email, please include the City project number or project title in the subject line.

All questions should be directed to:

David James

Community Development Director

City of Patterson

1 Plaza

Patterson, CA 95363

djames@ci.patterson.ca.us

(209) 895-8074 phone

(209) 895-8019 fax

10. Selection Process

- a. All submittals will be reviewed by a Selection Committee consisting of City Staff and representative(s) of the Patterson Downtown Revitalization Committee and other representative(s) of the Patterson Community as needed.

- b. Criteria for selection shall include (in random order):

Quality of proposal

Technical competence, qualification, and experience of the project team

Adequacy and availability of staffing and in-house resources

Project management approach

Adequacy of proposal to address all aspects of the scope of work

Schedule of completion

Understanding of services required

Contract fee submitted

- c. The top finalist will be invited to interview on \_\_\_\_\_ Attendance at the interview is mandatory. Attendance at the informational session is optional.

- d. The City of Patterson will not discriminate against any interested firm or individual on the grounds of race, creed, color, sex, age, disability, or national origin in the contract award. The City of Patterson reserves the right to reject any and all proposals at its discretion, thus not awarding the contract to any firm. The City of Patterson reserves the right to modify this RFP or the criteria for selection in any manner, to cancel this RFP, or to reject any one or more or all submittals.

- e. The City reserves the right to invite the top candidate(s) for an oral interview, or to request additional clarifying information. The firm with the highest rating may be invited to negotiate a final agreement. If an agreement is not reached, negotiations may be terminated and commenced with the next most qualified firm.

- f. The final recommendation of the Review Committee and the Community Development Department will be submitted to the City Council for award of contract.

## 11. Terms, Conditions & Limitations

- All reports and pertinent data or materials shall be the sole property of the City of Patterson and may not be used or reproduced in any form without the explicit written permission of the City.
- The City reserves the right to cancel or reject all or a portion or portions of the request for proposals without notice. Further, the city makes no representations that any agreement will be awarded to any organization submitting a proposal. The City reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto.
- The City reserves the right to extend the time allotted for the proposal, to verbally examine the bidder in person, request copies of previous work prepared by the Consultant, and to request a best and final offer, should the City deem that it is in its best interests to do so.
- The City shall not be liable for any costs incurred in response to this request for proposals. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the City of Patterson.
- The selected lead consultant will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected lead consultant will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- The proposer agrees to be bound by its proposal for a period of ninety (90) days commencing XXXX XX, 2021, during which time the City may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.

## 12. Standard Consultant Agreement

A sample consultant agreement has been provided in the Attachment 2 for the proposer's review and comment. If a proposer wishes to take exception to any of the terms and conditions contained in the standard consultant agreement, these should be identified specifically; otherwise, it will be assumed that the proposer is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the City will consider that all items offered are in strict compliance with the RFP, and the successful proposer will be responsible for compliance. The city will consider such exceptions as part of the evaluation process which may constitute grounds for rejection of the proposal. The consultant agreement will not be executed by the City without first being signed by the proposer.

## 13. Permits and Licenses

Proposer, and all of proposer's sub-consultants, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License which will be required in connection with the performance of services hereunder.

## 14. Oral and Written Explanations

The city will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after award become binding when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all proposers who received Requests for Proposals.

## 15. Proposer's Representative

The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

## 16. Insurance

General Liability, Automobile, Professional Liability, and Worker's compensation insurance are required in the amount set forth in the Attachment 1.

## **Attachments**

- **Attachment 1: Insurance Requirements**
- **Attachment 2: Sample Consultant Agreement**

### **Attachment 1, Insurance Requirements**

#### Standard Insurance Requirements

During the term of an Agreement, the successful Consultant shall procure and maintain in full force and effect for the duration of said Agreement, at its sole cost and expense, policies of insurance set forth herein against claims for injuries to persons or damage to property which may arise out of the work by the Consultant, his agents, representatives, employees or subcontractors.

#### General Liability

1. Commercial general liability insurance including, but not limited to, protection for claims of bodily injury and property damage, personal and advertising injury liability and product and completed operations liability.
2. Coverage shall be at least as broad as the standard Insurance Services Office Commercial General Liability form.
3. Claims-made coverage is not acceptable.
4. The limits of liability shall not be less than:
  - a. Bodily Injury: \$2,000,000 each occurrence
  - b. Property Damage: \$2,000,000 each occurrence
  - c. Personal Injury: \$2,000,000 each occurrence

#### Automobile Liability

1. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.
2. Coverage should be at least as broad as Insurance Services Offices Automobile Liability coverage from CA 0001, symbol 1 (any auto).
3. The limits of liability per accident shall not be less than 1,000,000.

#### Workers' Compensation

1. Workers' Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employers' Liability Coverage.
2. Employers' Liability Coverage shall not be less than the statutory requirements.

## Professional Liability/ Errors and Omissions

1. \$1,000,000 per claim

## Other Insurance Provisions and Miscellaneous Requirements

1. The General Liability policy shall contain the following provisions:
  - a. An Endorsement naming the City, its officers, officials, employees, agents and volunteers shall be covered as additional insured as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant.
  - b. The policies shall contain no special limitations on the scope of coverage afforded the City, its officers, officials, employees, agents or volunteers.
2. For any claims related to the project, the Consultant's insurance coverage shall be primary insurances as respects the City, its officers, officials, employees, agents or volunteers. City's insurance shall be in excess of the Consultant's insurance and shall not contribute to it.
3. Any failure to comply with the reporting or other provisions of the policies on the part of the Consultant, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Consultant's Workers' Compensation and Employers' Liability policies shall contain a waiver of subrogation in favor of the City, its officers, officials, employees, agents or volunteers.
5. Each insurance policy shall state that coverage will not be suspended, voided, cancelled by either party, reduced coverage in scope or in limits, non-renewed, or materially changed except after thirty (30) days prior written notice by mail has been given to the City. Ten (10) days prior written notice by mail shall be given to the City in the event of cancellation due to nonpayment of premium.
6. Upon award of an Agreement, the Consultant shall furnish the City with Certificates of Insurance and original endorsements evidencing the coverage required by this section, and any supplementary conditions. If the City requests, the Consultant shall furnish complete certified copies of all required insurance policies, including original endorsements specifically required. Approval of the insurance by the City shall not relieve or decrease any liability by consultant.
7. The City, at its discretion, may increase the amounts and types of insurance coverage required at any time during the term of the Agreement by giving thirty (30) days written notice to consultant.
8. If the Consultant fails to procure or maintain insurance as required by this section, and any supplementary conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the Agreement.
9. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of an Agreement.

## Attachment 2, Sample Consultant Agreement

**CONSULTANT AGREEMENT  
CITY OF PATTERSON  
AND  
CONSULTANT/COMPANY NAME**

This Agreement is made and entered into this DATE, by and between the CITY OF PATTERSON (CITY) and CONSULTANT/COMPANY NAME (CONSULTANT) for the PROJECT NAME (PROJECT).

**WITNESETH:**

CITY desires to retain the services of CONSULTANT regarding services for the PROJECT. CONSULTANT desires to perform the services requested by CITY regarding the PROJECT on the terms and conditions set forth below.

**NOW, THEREFORE**, the parties agree as follows:

1. Description of Work

CONSULTANT shall perform the work set forth in ATTACHMENT 1, attached hereto and made a part hereof.

CONSULTANT shall provide all labor, equipment, material and supplies required or necessary to properly, competently and completely perform the work or render the services under this Agreement. CONSULTANT shall determine the method, details and means of doing the work or rendering the services.

2. Compensation

Compensation shall be on a time-and-expense basis, based on the work and fee schedule described in ATTACHMENT 1 with a "Not to Exceed" cost of Project Cost.

3. Term and Time for Completion

This Agreement shall become effective on the date first hereinabove written and will continue in effect until the services provided herein have been completed.

4. Payment for Services

CONSULTANT shall submit to CITY monthly itemized bills for the services rendered. If the work is satisfactorily completed, CITY shall pay such bill within thirty (30) days of its receipt. Should CITY dispute any portion of any bill, CITY shall pay the undisputed portion within the

time stated above, and at same time advise CONSULTANT in writing of the disputed portion.

#### 5. Compliance with Laws

CONSULTANT agrees that it shall conduct its work and perform its services in compliance with all laws and regulations of Stanislaus County, California, and any officer, department or CITY thereof, as well as other laws and regulations as may be applicable thereto.

#### 6. Errors and Omissions Insurance

CONSULTANT shall have such errors and omissions insurance from claims based on alleged errors or negligent acts or omissions which may arise from CONSULTANT's operations or performance under this Agreement, whether claims be made during or subsequent to the term of this Agreement, and whether such operations or performance be by CONSULTANT or its employees, consultants, agents or anyone else directly or indirectly employed by any of the foregoing. The amount of this insurance shall not be less than \$2,000,000.

Said policy shall be continued in full force and effect during the term of this Agreement and for a period of Two (2) years following the completion of the services provided for in this Agreement. In the event of termination of said policy, new coverage shall be obtained for the required period to insure for the prior acts of CONSULTANT during the course of performing services under the terms of this Agreement.

CONSULTANT shall provide to CITY a certificate of insurance indicating the deductible or self-retention amounts and the expiration date of said policy and shall provide renewal certificates within ten (10) days after expiration of each policy term.

#### 7. General Insurance

CONSULTANT shall, at its expense, maintain in effect at all times during the duration of this Agreement not less than the following coverage and limits of insurances:

##### A. Workers Compensation

CONSULTANT shall carry such insurance as will protect CITY and CONSULTANT from claims under Worker's Compensation and Employers' Liability Acts; such insurance to be maintained as to the type and amount in strict compliance with State statutes. This insurance shall also waive all right to subrogation against CITY, its employees, directors, officers and agents.

##### B. General Liability



CONSULTANT shall obtain and keep in full force and effect general liability insurance including provisions for contractual liability, personal injury, independent consultants and broad form property damage coverages. This insurance shall be on a comprehensive occurrence basis form with a standard cross liability clause or endorsement. The limit for this insurance shall be no 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 or the general aggregate limit shall be twice the required occurrence limit.

#### C. Automobile Liability

CONSULTANT shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented or borrowed. The limit amount for this insurance shall be no less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

#### D. Certificates of Insurance

Promptly upon execution of this Agreement and prior to commencement of any work, CONSULTANT shall provide CITY with certificates of insurance evidencing that all insurance and/or endorsements required by this Agreement have been obtained and are in full force and effect. Approval of the insurance by CITY shall not relieve or decrease any liability of CONSULTANT. In addition, in the event any change is made in the insurance carrier, policies or nature of coverage required under this Agreement, CONSULTANT shall notify CITY prior to making such changes.

#### 8. Indemnification and Hold Harmless

CONSULTANT shall protect, indemnify, hold harmless and defend CITY, its directors, officers, employees and agents, from any and all claims, fines, demands, costs, expenses (including but not limited to attorney's fees and costs of litigation or arbitration), liability, losses, penalties, causes of action, awards, suits or judgments for damages (hereinafter collectively referred to as "Claims") arising out of the breach of this Agreement in whole or in part related to the negligence, recklessness, or willful misconduct of the CONSULTANT, its employees, agents or consultants, or the agent, employee or consultant of any one of them in the performance of their duties or in their operations under this Agreement, but not including the sole or active negligence or the willful misconduct of CITY.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release CONSULTANT from its obligations to indemnify as to any claims so long as the event upon which such Claims is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by CONSULTANT, its employees, agents or consultants, or the employee, agent or consultant of any one of them. Submission of insurance certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. The obligation of this indemnity article shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

#### 9. Termination

This Agreement may be terminated at any time and for any reason by CITY upon five (5) days' advance written notice. In the event of such termination, CONSULTANT is to be fairly compensated for all work performed to the date of termination as calculated by CITY based on Paragraph 2 hereof, provided that such compensation shall not in any case exceed the maximum sum set forth in Paragraph 2 hereof. Compensation under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of the bargain.

#### 10. Attorney's Fees

In the event that any arbitration, litigation or other action or proceeding of any nature between CITY and CONSULTANT becomes necessary to enforce or interpret all or any portion of this Agreement or because of an alleged breach by either party of any of the terms hereof, it is mutually agreed that the losing or defaulting party shall pay the prevailing party's reasonable attorney's fees, costs and expenses incurred in connection with the prosecution or defense of such action or proceeding.

#### 11. Entire Agreement

This writing constitutes the entire Agreement between the parties relative to the services specified herein, and no modifications hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement. There are no understandings, agreements, conditions, representations, warranties or promises with respect to the subject matter of this Agreement except those contained in or referred to in this writing.

## 12. Independent CONSULTANT

It is expressly understood and agreed by the parties hereto that CONSULTANT's relationship to CITY is that of an independent consultant. All persons hired by CONSULTANT and performing the work shall be consultant's employees or agents. CITY shall not be obligated in any way to pay any wages or other claims by any such employees or agents or any other person by reason of this Agreement. CONSULTANT shall be solely liable to such employees and agents for losses, costs, damage or injuries by said employees or agents during the course of the work.

## 13. Successors and Assignment

This Agreement shall be binding on the heirs, successors, executors, administrators and assigns of the parties; however, CONSULTANT agrees that it will not assign, transfer, convey or otherwise dispose of this Agreement or any part thereof, or its rights, title or interest therein, or its power to execute the same without the prior written consent of CITY.

## 14. Severability

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

## 15. Waiver of Rights

Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

## 16. Remedies Not Exclusive

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of or limit the application of any remedy provided by law.

## 17. Notices

All notices, statements, reports, approvals or requests or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in the U.S. post office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their address listed below:

CITY: 1 PLAZA, PO BOX 667

PATTERSON, CA 95363

CONSULTANT: (ADDRESS)

18. Sub-Consultants

No subcontract shall be awarded, or an outside consultant engaged by CONSULTANT unless prior written approval is obtained from CITY.

**IN WITNESS WHEREOF** the parties execute this Agreement on the day and year first hereinabove written.

**CITY OF PATTERSON**

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

Name: Ken Irwin

Title: City Manager

**(CONSULTANT NAME)**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST**

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

Name: Maricela Vela

Title: City Clerk

PROPOSAL #

Dated: \_\_\_\_\_