

**Request for Proposals**  
For  
Preparation of Plans, Specifications and Estimate (PS&E) for  
I-580/Corral Hollow Road Interchange Project  
CIP 73198  
Federal Project No. 1023000035  
In the  
CITY of Tracy  
San Joaquin County

**MARCH 10, 2026, TO APRIL 24, 2026**



Think Inside the Triangle™

By the  
CITY of Tracy

March 10th, 2026

Response Due:  
**April 24th, 2026 @ 3:00 PM**  
**Late submittals will not be accepted.**

CITY of Tracy  
Engineering Division  
Attention: Bernardo Bustamante P.E., Senior Civil Engineer  
333 Civic Center Plaza  
Tracy, CA 95376



**Request For Proposals  
PS&E for the I-580/Corral Hollow Road Interchange Project**

**NOTICE OF REQUEST FOR PROPOSALS (RFP)  
FOR CITY OF TRACY**

Preparation of Plans, Specifications and Estimate (PS&E) for

I-580/Corral Hollow Road Interchange Project  
CIP 73198  
Federal Project No. 1023000035

NOTICE IS HEREBY GIVEN that the CITY OF TRACY (hereinafter "CITY") requests proposals for the Preparation of PS&E for I-580/Corral Hollow Road Interchange Project CIP 73198 Federal Project No. 1023000035 (**FROM MARCH 10, 2026, THRU APRIL 24, 2026**) and will receive proposals in the office of the City Engineer addressed to:

CITY OF TRACY – OFFICE OF THE CITY ENGINEER  
ATTN: BERNARDO BUSTAMANTE, P.E., SENIOR CIVIL ENGINEER  
333 CIVIC CENTER PLAZA  
TRACY, CA 95376

**UP TO THE HOUR OF 3:00 P.M., ON FRIDAY, THE 24TH DAY OF APRIL 2026.**

1. The services to be performed by the successful PROPOSER(s) are described in the Request for Proposals (which is attached). Additional Copies of the Request for Proposals are available from the CITY'S website: [www.cityoftracy.org](http://www.cityoftracy.org). Any questions should be directed to Bernardo Bustamante, P.E., Senior Civil Engineer in the Engineering Division, at 209-831-6464 or by email at [bernardo.bustamante@cityoftracy.org](mailto:bernardo.bustamante@cityoftracy.org).
2. Any changes to the RFP will be posted on the CITY website in the form of an addendum. PROPOSER shall periodically check the CITY website at [www.cityoftracy.org](http://www.cityoftracy.org) for any addenda issued for this request and acknowledge the inclusion in the proposal documents.
3. Proposals shall be submitted and clearly marked as follows:

**"SEALED PROPOSAL FOR PS&E FOR I-580/CORRAL HOLLOW ROAD INTERCHANGE PROJECT, CIP 73198, FEDERAL PROJECT NO. 1023000035 (From MARCH 10, 2026, THRU APRIL 24, 2026) – DO NOT OPEN WITH REGULAR MAIL."**

**A cost proposal must be submitted in a separate sealed envelope with a cover letter and shall not be included in the proposal package.**

**Five (5) hard copies and one (1) electronic copy (Flash Drive is the preferred method; emails will not be accepted) of the proposal are required. The electronic copy does not replace the requirement for a hard copy submittal. Only hard copy submittals received by the CITY of Tracy, Office of the City Engineer, by the deadline will be reviewed.**

4. All responsive proposals shall be reviewed and evaluated by the CITY in order to determine which PROPOSER best meets the CITY'S needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services. The criteria by which the CITY shall evaluate Proposals are set forth

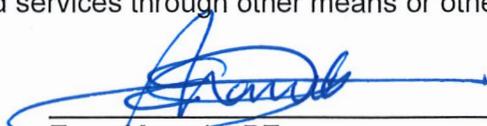


**Request For Proposals  
PS&E for the I-580/Corral Hollow Road Interchange Project**

in the Request for Proposals.

5. The CITY reserves the right to reject any and all Proposals or waive any irregularities in any Proposal, this Request for Proposals, or the proposal process.

The CITY, through this RFP, intends to compare proposals and select the qualified design firm (PROPOSER) to do the preparation of PS&E for I-580/Corral Hollow Road Interchange Project CIP 73198 Federal Project No. 1023000035. A Professional Services Agreement (PSA) (see Attachment A) will be executed between the CITY and the selected PROPOSER. The selected PROPOSER should acknowledge and comply with all the requirements of the City of Tracy's PSA. Should the CITY fail to successfully negotiate an acceptable, fair, and reasonable services fee for this project with the selected PROPOSER, the CITY reserves the right to seek and retain said services through other means or other PROPOSER(s).

  
\_\_\_\_\_  
Even Marcelo, PE  
City Engineer

3/10/26

\_\_\_\_\_  
Date



**Request For Proposals  
PS&E for the I-580/Corral Hollow Road Interchange Project**

**NOTICE OF REQUEST FOR PROPOSALS (RFP)  
FOR CITY OF TRACY  
Preparation of PS&E for  
I-580/Corral Hollow Road Interchange Project  
CIP 73198  
Federal Project No. 1023000035**

**1. DELIVERY OF PROPOSALS**

It is the PROPOSER's responsibility alone to ensure that the proposal is received at the Office of the City Engineer prior to the hour and date for the opening of proposals specified in the Notice of Request for Proposals (RFP). Any proposals received by the Office of the City Engineer after that hour and date shall be returned unopened.

**2. FORMAT OF PROPOSALS**

All proposals shall be typewritten or printed in ink clearly and legibly, in conformance with the RFP, and submitted in a sealed envelope plainly marked on the outside:

**"SEALED PROPOSAL FOR PS&E FOR I-580/CORRAL HOLLOW ROAD INTERCHANGE PROJECT, CIP 73198, FEDERAL PROJECT NO. 1023000035 (From MARCH 10, 2026, THRU APRIL 24, 2026) – DO NOT OPEN WITH REGULAR MAIL."**

Five (5) hard copies and one (1) electronic copy (Flash Drive is the preferred method; emails will not be accepted) of the proposal are required. The electronic copy does not replace the requirement for a hard copy submittal. Only hard copy submittals received by the CITY of Tracy, Office of the City Engineer, by the deadline will be reviewed.

**3. QUALITY OF PROPOSAL**

The proposal shall be submitted in the following format and contain no more than the maximum number of pages indicated.

- Introductory Letter 4 pages
- Sections 4.1 thru 4.7 40 pages  
(No more than 8 pages may be larger than standard letter size)
- Appendix 30 pages

**Note:** The 40 pages for Sections 4.1 thru 4.7 may be presented in any format that suits the PROPOSER. The intent to limit the number of pages is necessary due to reviewer time constraints. The Appendix shall include: Work Plan, Organization Plan, Schedule for meeting time frame, Staffing Plan, Subconsultants, Resumes (including subconsultants), Pre-award audit/financial package information (if deemed appropriate), examples of similar work previously completed, Disadvantaged Business Enterprise (DBE), their proposed participation, and other related information. RFP should not include unnecessarily elaborate or promotional material.

**4. CONTENTS OF PROPOSAL**

The PROPOSER shall include in their proposal, at a minimum, the following information presented in a clear and concise format, in order to demonstrate the PROPOSER's competence and professional qualifications for the satisfactory performance of the services



## Request For Proposals PS&E for the I-580/Corral Hollow Road Interchange Project

outlined in the "Scope of Services" [Section 9] of this RFP.

- 4.1. A list of the most recent projects for which the PROPOSER has performed similar services of similar size, scope, and complexity. This list shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.
- 4.2. A list of the PROPOSER's principals, employees, agents, and subcontractors that the PROPOSER anticipates assigning to the CITY Project(s). This list shall include a summary of each individual's qualifications, licenses, and experience, as well as the type of work to be performed by each individual. The CITY will retain, under its Agreement with the successful PROPOSER, the right of approval of all persons performing under the Agreement. The organization description should clearly identify who will be the Project Manager for the term contract and the day-to-day contact person for the job. The Project Manager shall have significant demonstrated experience with the type of services required for the project and should be committed to providing services to the CITY for the duration of the term. The CITY expects to work with the same project manager during the entire term of the contract, but understands that some personnel changes will happen over the term of the project. Any substitutions or changes to the project team must be brought to the attention of the CITY and approved.
- 4.3. The PROPOSER's experience in serving as a designated Registered Professional Civil Engineer for government agencies providing the services outlined in section 9, as required by the Board of Professional Engineers, Land Surveyors and Geologists, Professional Engineer Act (California Business and Professions Code).
- 4.4. A statement that discloses any past, ongoing, direct, or indirect potential conflicts of interest that the PROPOSER may have as a result of performing the work under the Agreement. If the PROPOSER has no conflict of interest, a statement to that effect shall be included in the proposal.
- 4.5. A copy of an insurance certificate or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits) may also be submitted.
- 4.6. The PROPOSER shall include verification that the proposal is accurate and complete and must be signed by an authorized representative of the PROPOSER.
- 4.7. The PROPOSER shall review the attached Agreement template and submit any desired revisions with the Proposal, CITY does not anticipate making substantive Changes to its Terms and Conditions.

### 5. **INTERPRETATIONS OF THE RFP**

If the PROPOSER is in doubt as to the meaning of any part of the RFP or finds discrepancies in or omissions from the RFP, the PROPOSER shall submit to the CITY a written request for interpretation or clarification prior to the time for opening the proposals. All such requests should be addressed to Bernardo Bustamante at [bernardo.bustamante@cityoftracy.org](mailto:bernardo.bustamante@cityoftracy.org) no later than **3:00 p.m. on April 24, 2026**. Any addendums will be posted on the CITY's website <https://www.cityoftracy.org/government/rfp-notice> no later than 6:00 p.m. on April 20,



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2026.

The PROPOSER shall be responsible for the prompt delivery of the request. The CITY shall not be responsible for any explanation or interpretation of the RFP other than by written addendum. No oral interpretations of any provision in the RFP shall be binding upon the CITY.

### **6. REVIEW OF PROPOSALS**

The CITY, through this RFP, intends to compare proposals and select the qualified PROPOSER to do the Preparation of PS&E for I-580/Corral Hollow Road Interchange Project CIP 73198 Federal Project No. 1023000035. A PSA will be executed between the CITY and the selected PROPOSER. The selected PROPOSER should acknowledge and comply with all the requirements of the City of Tracy's PSA. The proposals will be evaluated and ranked by the CITY of Tracy's appointed PROPOSER Selection Committee. The successful PROPOSER will be given a PSA executed by the PROPOSER and the CITY. Once the cost fee has been negotiated, a purchase order will be issued. Should the CITY fail to successfully negotiate an acceptable, fair, and reasonable fee for the project with the PROPOSER selected, the CITY reserves the right to seek and retain said services through other means or other PROPOSER(s).

- 6.1.** PROPOSER's understanding of the work to be completed based upon the clarity of the proposal and the responsiveness of this request for proposal (Category Weight 25%).
- 6.2.** The experience and past performance of the PROPOSER and its agents, employees, and subcontractors in providing services requested in Section 9 (Category Weight 20%).
- 6.3.** Staff quality, availability, stability, and past performance on similar work (Category Weight 20%).
- 6.4.** PROPOSER's Familiarity with State and Federal Procedures (Category Weight 15%).
- 6.5.** PROPOSER's Demonstrated Technical Ability (Category Weight 10%).
- 6.6.** PROPOSER's Financial Responsibility (Category Weight 10%).

### **7. AWARD OF AGREEMENT**

Upon completion of the review period, the CITY shall notify those PROPOSERS whose proposals will be considered for further evaluation and negotiation. All PROPOSERS notified may be requested to make oral presentations and negotiate in good faith in accordance with directions from the CITY. Any delay caused by the PROPOSER's failure to respond to directions from the CITY may lead to a rejection of the proposal.

- 7.1** If the CITY determines, after further evaluation and negotiation, to award the Agreement: A PSA will be executed between the CITY and the selected PROPOSER. Once the cost fee has been negotiated, a purchase order will be issued. Should the City fail to successfully negotiate an acceptable, fair, and reasonable fee for services for the project with the PROPOSER selected, the CITY reserves the right to seek and retain said services through other means. No proposal shall be binding



## **Request For Proposals PS&E for the I-580/Corral Hollow Road Interchange Project**

upon the CITY until after the PSA is signed by duly authorized representatives of both the PROPOSER and the CITY.

- 7.2. The CITY reserves the right to reject any or all proposals and to waive any irregularity if the irregularity does not conflict with state/or Federal laws, terms, and conditions that are required for the project. The award of the Agreement, if made by the CITY, will be based upon a total review and analysis of each proposal.

### **8. PROJECT OBJECTIVES**

The CITY, through this RFP, intends to retain a qualified and committed professional engineering firm/team to provide professional services required for the preparation and completion of PS&E for the I-580/Corral Hollow Road Interchange Project CIP 73198 Federal Project No. 1023000035. A PSA will be executed between the CITY and the selected PROPOSER. The selected PROPOSER should acknowledge and comply with all the requirements of the City of Tracy's PSA. The proposals will be evaluated and ranked by the CITY of Tracy's appointed PROPOSER Selection Committee.

### **9. SCOPE OF SERVICES**

PS&E for the I-580/Corral Hollow Road Interchange Project CIP 73198 Federal Project No. 1023000035.

The City is seeking a qualified engineering consulting firm (PROPOSER) to provide design professional services that will include, but not be limited to, the following: roadway, drainage, geotechnical and foundation investigations, initial site assessment, lighting, pavement features, signals, signing, striping, stage construction, landscaping, surveys/mapping, right-of-way engineering, preparation of permit applications, obtaining permits, and such other incidental features required to complete the PS&E. The City will provide the current draft and Geometric Approval Drawings (GADs) and draft Preliminary Plans for familiarity with the project scope of work. Other preliminary project reports and environmental draft documents can be provided upon request. (Attachment B)

The PROPOSER will work closely with the City, as well as the City's engineering division, California Department of Transportation (Caltrans) District 10, the County of San Joaquin, the San Joaquin Council of Governments, and all other interested and involved agencies.

The City has secured funds for final design and is therefore seeking to enter into a PSA with an engineering PROPOSER that has the expertise to complete the following services for the freeway interchange.

#### **Project Background**

##### **Introduction:**

Caltrans, as assigned by the Federal Highway Administration (FHWA), is the leading agency under National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA). Caltrans, in cooperation with the City of Tracy (City) proposes the Interstate 580 (I 580) I-580/Corral Hollow Road Improvements Project (project) to plan for projected regional population growth and increased traffic demands at the existing I-580/Corral Hollow Road interchange for the planning design year of 2050. The project includes widening the overcrossing, upgrading on- and off-ramps, installing traffic signals, and conducting bicycle and pedestrian improvements from the southernmost boundary of the Tracy Hills Specific



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Plan area to approximately 0.38 miles east along I-580 across from an existing residential subdivision (postmile realignment PM 7.6 and PM 8.6). (See Figure 1)



Figure 1 – Project location

### Project Description:

The project proposes reconfiguring the existing Tight Diamond with a Diverging Diamond interchange. The project includes the following improvements:

- Widen and upgrade the Corral Hollow Road Overpass structure (Bridge No. 29-0080) to match existing the existing 4-lane capacity along Corral Hollow Road on either side of the interchange and construct a new concrete barrier between the vehicle lanes and a new center-running multi-purpose bike/pedestrian path.



## Request For Proposals PS&E for the I-580/Corral Hollow Road Interchange Project

- Reconfigure the eastbound and westbound I-580 ramp termini intersections to a Diverging Diamond configuration and install a new two-phase signal.
- Install new traffic signals at the EB and WB ramp terminus intersections.
- Stripe crosswalks on the north leg of the westbound I-580 ramp terminus intersection and the south leg of the eastbound I-580 ramp terminus intersection

**The project's scope of services for the PROPOSER shall include, but is not limited to, the completion of the following tasks.**

- 9.1 SURVEYING & MAPPING: The PROPOSER shall review the Surveying and Mapping to confirm that it does not need to be revised and updated.
- 9.2 INITIAL SITE ASSESSMENT: The PROPOSER will provide initial site assessment (ISA), aerially deposited lead (ADL) soil sampling, and pavement striping (PSP) sampling services for the project. The ISA will be performed in general accordance with the Caltrans "Preparation Guidelines for ISA Checklist for Hazardous Waste" and in accordance with ASTM E1527-21.
- 9.3 GEOTECHNICAL ENGINEERING SERVICES: The PROPOSER will include pre-field activities, field exploration, laboratory testing, engineering analysis and report preparation, geotechnical review of project plans, and post-report consultation. The following deliverables will be provided:
  - 9.3.1 Preliminary Foundation Reports for structure type selection (one for each bridge)
  - 9.3.2 Draft and final Foundation Reports (one for each bridge)
  - 9.3.3 Draft and final Materials Report
  - 9.3.4 Log of Test Borings (LOTBs)
- 9.4 Services will be performed under the supervision of a California registered Geotechnical Engineer (GE).
- 9.5 PLANS, SPECIFICATIONS, and ESTIMATE (PS&E): The PROPOSER shall prepare the PS&E to current Caltrans, FHWA, and City of Tracy Standards (to result in a cost-effective, biddable, and constructible freeway interchange and connecting roadway). A detailed scope of services is provided below for all design phases.
- 9.6 RIGHT-OF-WAY ACQUISITIONS: The PROPOSER should identify and confirm that no right-of-way acquisition is required while completing the design. If ROW is needed, The PROPOSER will provide the acquisitions, and all processes, including certification as required by Caltrans Right of Way Manual, as part of the PROPOSER's scope of work.
- 9.7 PROJECT MANAGEMENT: The selected PROPOSER will provide project management services for the entire duration of the design peer review and completion of the project design. The completion of the PS&E schedule is anticipated to be **between 18 and 24 months. If the PROPOSER believes that this time frame is not sufficient to complete the outlined tasks, they should clearly note it and propose a new time frame in their proposal.**

The management functions are described in detail in the following:

### 9.7.1 PROJECT MANAGEMENT FUNCTIONS:



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The selected PROPOSER's management activities will consist of administration, coordination, and quality control as stated in the following:

- The PROPOSER's Project Manager (PM) will coordinate day-to-day dissemination of information, schedule, conduct and record Project Team meetings, schedule reviews, identify potential schedule delays, and, as directed by the CITY, attend meetings with government, public or private agencies or others interested in the Project including public outreach, engagement and City Council meetings. The PM, or their designee, will prepare and submit to the CITY minutes of all coordination meetings attended within five working days after the meeting. The PM will carry out the instructions received from the CITY and CALTRANS and will transmit directions to the PROPOSER's team. The PM will manage, coordinate, and maintain continuous cost control of all the PROPOSER's team effort. The PM, or their representative, will conduct and document analysis of subconsultant costs; negotiate subconsultant agreements, pricing, and changes; and maintain project files.
- The PROPOSER will supervise, coordinate, and monitor the design for conformance with the latest CALTRANS standards, plans, specs, and policies.
- The PROPOSER will interface with CALTRANS' Project Development and the Division of Structures to assure format consistency of all deliverables.
- The PROPOSER will assure that all documents requiring CALTRANS' oversight review are prepared in accordance with CALTRANS' standards, guidelines, and procedures.
- The PROPOSER will coordinate design efforts with all team members, including subconsultants. Coordination also includes, but is not limited to, the following agencies:
  - CALTRANS (all offices, departments, divisions, and groups as directed by CALTRANS Project Development, including CALTRANS DOS)
  - San Joaquin County Public Works
  - San Joaquin County Flood Control District
  - Westside Irrigation District
  - Any additional agencies not listed here.

**Deliverables:** Monthly Status Report and Invoice; Updated Project Fact Sheet

### 9.8 MEETINGS & COORDINATIONS:

Project Development Team (PDT) meetings will be held every month, at a minimum, throughout the project design's completion (the PROPOSER will chair and record the meetings). The purpose of the PDT will be to expedite decisions, facilitate a forum for product review and comment, and establish methods and priorities for the resolution of design issues. The PROPOSER will conduct regular monthly design coordination meetings with the CITY. The location for the meetings will be a location to be determined by the CITY. These meetings will alternate with the PDT meetings. The PROPOSER will attend Workshop and Safety Review Meetings with Caltrans and other agencies to resolve the project issues, as needed.



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**Deliverables:** Monthly Project Management status Meetings; Meeting Agendas; Project Status Reports; Monthly, Risk Register Meeting Minutes and Action Items

### 9.9 SCHEDULE CONTROL:

The PROPOSER will develop and maintain a Work Plan and submit updates to the CITY and CALTRANS. The Work Plan will identify each sub-task and deliverable. The Work Plan will be prepared during the first 30 days of the preliminary engineering review of the documents. The PROPOSER will prepare a detailed CPM network schedule indicating all design activities, including appropriate reviews by the CITY, Caltrans, and outside agencies, tasks, deliverables, and input requirements, with the appropriate milestones clearly identified. The PROPOSER will submit an updated electronic progress schedule on a bi-monthly basis.

**Deliverables:** Project Schedule, Work Plan, Communication Management Plan, Risk Management Plan

### 9.10 QUALITY CONTROL:

The PROPOSER will conduct quality control reviews of its submittals prior to submittal to the CITY and Caltrans. It is anticipated that quality reviews will be done at the following times:

- Completion of 30% PS&E
- Completion of 60% PS&E
- Completion of 95% PS&E
- Completion of 100% PS&E

**Deliverables:** QA/QC Plan, QA Certifications

The PROPOSER will develop and maintain a Quality Assurance Plan (QAP) during the life of the project and shall ensure that the PROPOSER and its subconsultants adhere to the QAP processes.

### 9.11 COST CONTROL:

The project design cost estimate includes all work efforts based on the defined scope within the project limits including all roadway and bridge design work, utility relocations that are not shown or not completed, environmental mitigation measures (if needed), right-of-way acquisition related tasks (if needed), reports, and other related professional services. The design cost estimate also includes reasonable allowances for those items of work that cannot be definitively quantified and is based on the team's technical judgment and its considerable experience in executing similar projects. The PROPOSER will not perform any extra work without prior written authorization from the CITY and Caltrans.

### 9.12 PROJECT INVOICING AND STATUS REPORTING:



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The PROPOSER will submit invoices every four weeks to the CITY in a format approved by the CITY. The invoices will segregate costs by phase, activity, and sub-task corresponding to the design Work Plan; invoices will include the status of the current billings compared to established budgets and shall include all backup documents. The PROPOSER will prepare and submit progress reports to the CITY with each invoice.

### **9.13 PROJECT FILES AND DOCUMENT CONTROLS**

The PROPOSER will maintain project files in accordance with applicable CALTRANS' Uniform Filing System categories and, when applicable, CALTRANS' Bridge Memo to Designers. The PROPOSER will establish and maintain the appropriate document control procedure.

## **10. PRELIMINARY ENGINEERING AND PRELIMINARY DESIGN (30%):**

The purpose of the Preliminary Engineering is to determine the right-of-way, utilities easements, construction quantities, cost estimates, and permit requirements for the Project, including highway and structures. The PROPOSER shall prepare 30% PS&E.

- Mapping, Supplemental Surveys, and Survey Control Data
- Record & Research
- Photogrammetric Mapping Package
- Mission Planning and GPS Survey
- Aerial Survey
- Supplemental Topographic Surveys
- Highway Plan Sheets
- Bridge Type Selection
- Design Report
- Updated Drainage Report
- Survey Report
- Foundation Report and Log of Test Borings (LOTB)
- Geotechnical Design and Materials Report
- Transportation Management Plan
- Signal Design, Lighting, Ramp Metering, and Signal Timing
- Storm Water Data Report
- Utility Relocation Management Plan
- Preliminary Design Report
- Right-of-Way (R/W) Engineering
- Right-of-Way Appraisals
- Right-of-Way Certification
- Utility Design Coordination Process
- Preliminary Construction Quantities and Estimates
- Environmental Permitting
- Section 401 Water Quality Certification.
- Section 404 Permit
- UPRR Construction and Maintenance Agreement (as applicable)
- Preliminary Construction Schedule
- Hazardous Materials Site Investigation
- Other Hazardous Material Studies



## Request For Proposals PS&E for the I-580/Corral Hollow Road Interchange Project

### 11. FINAL DESIGN (60%):

The purpose of Task 11 Final Design (60%) is to progress in developing draft plans, specifications, and quantities for Final PS&E (60%) design completion, and includes responding to comments received from the agencies reviewing Task 10 submittals and identifying and resolving conflicts. PROPOSER shall provide written responses to the Preliminary Design (30%) review comments received for all documents and provide justification for each comment that is not incorporated (**if any or if the previous Designer did not provide them**). PROPOSER will hold meetings with CALTRANS and other agencies to resolve issues from the Preliminary Design (30%) review. PROPOSER will incorporate the agreed-upon comments received from the CITY, CALTRANS, and other agencies, perform Final Design, and prepare Final Design (60%) documents. The submittal will consist of all design documents that are required for the Project. PROPOSER's submittal shall include the following:

#### 11.1 DESIGN PLAN SHEETS:

PROPOSER will prepare all final Design Plan Sheets. Plans will be prepared in accordance with requirements stated in the latest CALTRANS Standard Specifications (English Units) and Details, and, where applicable, to the Office of Special Funded Projects (OSFP) Information and Procedures Guide and the Drafting and Plans Manual, all to be the latest editions. Title blocks will be signed and sealed by an appropriate California Registered Engineer at the final submittal.

#### 11.2 INDEPENDENT BRIDGE DESIGN CHECK:

After the 60% complete stage of the project, PROPOSER will conduct a comprehensive independent bridge design check. The independent design check will be performed by a senior-level engineer not involved in the initial design of the project. The independent check will consist of a thorough review of the Bridge Plans and draft Bridge Special Provisions. The checker will develop a set of independent check calculations and quantities. The checker will also prepare a list of issues to be addressed by the designer for action and response

#### 11.3 SPECIFICATIONS AND SPECIAL PROVISIONS:

The project will be designed in English units to the latest version of CALTRANS' Standard Specifications and Details and CALTRANS' Standard Special Provisions. For all work items necessary for the construction of each bid package, the PROPOSER will assemble data and prepare drafts of (1) necessary modifications to the Standard Special Provisions and (2) additional specifications that may be necessary. Detailed information is provided in Article 4, entitled "Special Provisions," in the CALTRANS PS&E Guide. PROPOSER will follow instructions contained in the latest edition of that publication. PROPOSER will coordinate specifications with subconsultants to assist design interface activities.

#### 11.4 CONSTRUCTION QUANTITIES AND COST ESTIMATES:

For the bid package, PROPOSER will develop the estimate of Construction Quantities and Cost Estimates to reflect design development from Preliminary Design (30%) to Final Design (60%). PROPOSER performs the following:



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- Prepare a Construction Quantity Estimate in the CALTRANS Basic Engineering Estimating System (BEES) format
- Prepare a Construction Cost Estimate in the BEES format

### 11.5 CONSTRUCTION SCHEDULE:

The PROPOSER will prepare and update the Construction Schedule. The PROPOSER will compile all highway and structure construction schedule information to prepare the Project Construction Schedules.

### 11.6 COMBINING HIGHWAY AND STRUCTURES PS&E DOCUMENTS:

The PROPOSER will combine all highway and structure design documents and produce a single construction contract package. Combined documents will include the following activities:

- PS&E documents
- Right-of-Way and Utility Relocation requirements and review of Right-of-Way certification documents
- Lane closure charts with traffic study backup
- Updated construction schedule

### 11.7 SUBMITTALS:

The PROPOSER will perform an in-house quality control review and submit the following Project documents in accordance with the approved schedule:

- Design Plan Sheets
- Approved Reports, including Geotechnical and Foundation Reports
- Specifications and Special Provisions
- Permit Applications and Permits
- Right-of-way certification Drafts
- Quantity Estimate
- Cost Estimate
- Construction Schedule

## 12. FINAL PS&E – (95%) with Building for Environmental and Economic Stability (BEES):

Task 12 consists of at least two steps in the preparation and submittal of design documents:

- Initial PS&E (95%)
- Corrected PS&E (95%)

### 12.1 RESPONSE TO COMMENTS:

Prior to submitting the PS&E (95%) documents, PROPOSER will ensure that all comments are incorporated and resolved with CALTRANS and all its units, other reviewing agencies, and structures approval has been received from CALTRANS' DOS. The PROPOSER will provide written responses to Task 11, Final Design (60%), and review comments, with justification noted for each comment not being incorporated. The PROPOSER will attend comment resolution meetings with the CITY,



## **Request For Proposals PS&E for the I-580/Corral Hollow Road Interchange Project**

CALTRANS, and other agencies to resolve issues. Review at this stage of design may require several revisions and resubmittal of plans, specifications, quantities, cost estimates, and the BEES list. PROPOSER will allow adequate provisions in its design budget for reasonable changes. The submittal will be a complete set of documents for the CITY and CALTRANS District review.

### **12.2 DESIGN PLAN SHEETS:**

The PROPOSER will incorporate all agreed-upon comments received from CALTRANS and the CITY during their review and submit revised highway and bridge construction plans.

### **12.3 SPECIFICATIONS AND PROVISIONS:**

The PROPOSER will incorporate all agreed-upon comments into the Special Provisions and prepare Special Provisions that are specific to the Project for use with the latest version of CALTRANS' Standard Specifications. The PROPOSER will ensure that every construction work item for the Project has a method of payment stated in the Specifications and is accounted for in the Construction Cost Estimate.

### **12.4 PERMITS**

After receipt of permits from the permitting agencies, the PROPOSER will review the conditions of all Project permits with CALTRANS and the CITY, determine if conditions can be accommodated in the Project, and update the design documents accordingly, if necessary.

### **12.5 RIGHT OF WAY CERTIFICATION:**

If needed, the PROPOSER or its subconsultant will prepare, sign, and submit all Project Draft Right-of-Way Certification documents to the CITY and CALTRANS for review.

### **12.6 CONSTRUCTION QUANTITIES AND COST ESTIMATE:**

The PROPOSER will update the Construction Quantity Estimate. The PROPOSER will submit quantity calculations showing all sketches, diagrams, and dimensions necessary for their use by field inspectors. The PROPOSER will update the Construction Cost Estimate after it has been checked independently.

### **12.7 CONSTRUCTION SCHEDULE:**

The PROPOSER will provide the construction schedule and will share it with the City and CALTRANS for review and approval. The PROPOSER will coordinate highway and structure construction schedule information to prepare the Project Construction Schedule.

### **12.8 COMBINING HIGHWAY & STRUCTURES PS&E DOCUMENTS:**

The PROPOSER will combine all highway and structure design documents to produce a single construction contract package. The combination will include the following activities:



## Request For Proposals PS&E for the I-580/Corral Hollow Road Interchange Project

- PS&E documents
- Right-of-Way and Utility Relocation requirements and review of Right-of-Way certification documents
- Updated Construction Schedule

### 12.9 SUBMITTAL:

The PROPOSER will perform an in-house quality control review and submit the following Project documents in accordance with the approved schedule:

- Design Plan Sheets
- Specifications and Special Provisions
- Permit Applications and Permits
- Quantity Estimate
- Cost Estimate
- Construction Schedule
- Design Calculations
- Quantity Calculations
- Materials Report
- Foundation Report
- Structural Calculations

### 13. FINAL PS&E (100%) WITH BEES:

Task 13 incorporates comments from Task 12 and produces Final PS&E (100%) with BEES documents ready for City and CALTRANS' Central Region and Division of Structures (DOS) approval. The PROPOSER will review comments received from the reviewing agencies on the Task 12 submittals and attend comment resolution meetings with the CITY, CALTRANS, and other agencies to resolve issues. The PROPOSER will incorporate agreed-upon comments and assist the CITY in preparing Bid Documents and addendums for advertisement. The following services and submittals will be provided by PROPOSER:

#### 13.1 PLANS, SPECIFICATIONS & ESTIMATES:

The PROPOSER will update and incorporate into the Design Sheets, Special Provisions, and Quantity Estimates submitted for Task 12 the comments received from the CITY, CALTRANS, and all of its units, and other agencies.

The PROPOSER will submit to CALTRANS the revised Quantity Estimate and obtain from CALTRANS the BEES estimate for the Project.

The PROPOSER will coordinate the plans, specifications, and estimates with those of other design consultants and ensure that highway design interfaces with structure design when all documents are combined to form a single Project PS&E package.

#### 13.2 PERMITS:

For all permits known to be required from permitting agencies and the UPRR, PROPOSER will prepare draft documents and supply required Project design and construction information to the CITY and CALTRANS to ensure conditions are resolved and include these permits as part of the Bid Documents.



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### 13.3 CONSTRUCTION BID DOCUMENTS:

The PROPOSER will prepare and submit the construction bid document revisions for all highway and structure design to CALTRANS for their review prior to advertisement. The Bid Documents will be prepared in accordance with the latest editions of the CALTRANS manual, Guide for the Submittal of Plans, Specifications and Estimates, and the OSFP Information and Procedures Guide. The PROPOSER will perform an in-house quality control review and submit the following documents:

- Final Design Plan Sheets
- Cross Sections
- Standard Special Provisions
- Permits, Certifications, and Agreements
- BEES Estimate
- Construction Schedule
- Quantity Summary forms for structures
- Final Design Calculations (if revised)
- Final Design Check Calculations (if revised)

The PROPOSER will incorporate into the bid documents comments received from the CITY, CALTRANS, and other reviews.

### 13.4 RESIDENT ENGINEER'S FILE:

The PROPOSER will prepare and submit a Resident Engineer's file in accordance with CALTRANS' Project Development Activities Guide, OSFP Information and Procedures Guide, Bridge Memo to Designers, and include all project-relevant items identified in the Resident Engineer's file check-off list. The PROPOSER will ensure that the appropriate Resident Engineers' File items are in DOS format and assure consistency of all the design documents. The following items, as a minimum, will be included for structures:

- Bridge 4-scale plans in accordance with CALTRANS Memo to Designers 2-2 or latest practice
- Final Foundation Report
- Joint Movement Rating Calculations

### 13.5 Stormwater Pollution Prevention Plan (SWPPP):

The PROPOSER will perform the following to assure SWPPP compliance: (1) Prepare a draft SWPPP and updated Storm Water Data Report (SWDR), (2) Prepare water pollution control plan, site layout plans, and water pollution control detail sheets.

### 13.6 SUBMITTAL:

The PROPOSER will perform an in-house quality control review and submit the following documents:

- Bid Documents
- Resident Engineer's File, including DOS requirements
- Storm Water Pollution Prevention Plan



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### 14. WORK TO BE PERFORMED BY OTHERS:

The PROPOSER will provide information as needed to support the following work performed by others:

- Advertising and award process for construction (by CITY)
- Right of entry for design purposes (PROPOSER to identify entry requirements)
- Permits with local utilities (PROPOSER to identify permit requirements)
- Construction Management (design support during construction is part of the PROPOSER scope of work)
- Contract Boilerplate to be provided by CITY

### 15. FORM OF AGREEMENT

The attached form of Professional Services Agreement (PSA) for Design Professionals, as referenced in Section 7 – Award of Agreement, of This Request for Proposals will be used for the design contract. Any comments or changes requested by the PROPOSER are to be included in the Proposal. The PROPOSER shall Use the most current PSA when entering into an agreement with the CITY.

### 16. COST OF SERVICES:

**A cost proposal must be submitted in a separate sealed envelope with a cover letter and shall not be included in the proposal package.**

An electronic copy shall be included as a separate file on the Flash Drive. The cost proposal should assume a design work period from June 1, 2026, to April 30, 2028, and include design support services during construction to the end of calendar year 2030. The fee proposal shall be submitted for the PROPOSER's services outlined in the scope of work. The PROPOSER shall submit a breakdown of the anticipated cost by task. Indicate the number of staff hours and hourly rates. The total proposed "Not to Exceed" costs of services shall include the peer review of the current PS&E and completion of the contract plans, technical specifications and cost estimate, bidding and construction support services for the project including all services outlined in Section 9 (SCOPE OF SERVICES), at a minimum, and the additional items further negotiated and covered under the PROPOSER's scope of work that will be attached to the PSA as Attachment A. The consultant's Specific Rates of Compensation are confidential and shall remain sealed. Upon completion of the consultant selection process, only the cost proposal from the selected consultant shall be opened. All other (unopened) cost proposals shall be returned in accordance with the Proposal Evaluation Procedures.

### 17. TIMING:

PROPOSER shall submit a preliminary schedule for all services provided with each Scope and "Not to Exceed" Cost proposal requested by the CITY. **PROPOSER shall complete**



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**all design work in the period of 22 Months with a tentative start date of June 1, 2026, and completion by April 30, 2028, so that the project can be advertised for the 2028 construction season.**

18. **AVAILABLE INFORMATION**

The following items are attached to this Request for Proposal:

- Attachment A – CITY Professional Services Agreement (PSA)
- Attachment B -- Project Preliminary Plans



**Attachment A**

**CITY OF TRACY  
PROFESSIONAL SERVICES AGREEMENT WITH  
[Name of Entity], [Type of Entity]**

This Professional Services Agreement (“Agreement”) is entered into between the City of Tracy, a municipal corporation (“City”), and [Name of Entity], a [Type of Entity] (“Consultant”). City and Consultant are referred to individually as “Party” and collectively as “Parties.”

**RECITALS**

- A. City desires to retain the professional services of Consultant to [Describe nature of scope of work] as further described herein and in Exhibit A.
- B. On [DATE], the City procured services by [choose applicable procurement process pursuant to value of services] for the Scope of Work defined below. On [DATE], Consultant submitted its proposal for the Scope of Work to the City. Pursuant to Tracy Municipal Code [chooses applicable section] the City has determined that [choose appropriate reason e.g. Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City’s needs for competence and professional qualifications necessary for the satisfactory performance of the Scope of Work defined below.]
- C. After negotiations between the City and Consultant, the Parties have reached an agreement for Consultant’s professional services as set forth in this Agreement.
- D. This Agreement was approved on [DATE] pursuant to Tracy Municipal Code Section \_\_\_\_\_, [and City Council Resolution No. \_\_\_\_\_].

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. **Scope of Work.** Consultant shall perform the professional services, tasks, and scope of work described in Exhibit A attached hereto and incorporated herein by this reference (“Scope of Work”). The Scope of Work shall be performed by, or under the direct supervision of, Consultant’s “Authorized Representative”: [list name(s) and title(s)]. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without the City’s prior written consent. The City may terminate this Agreement if Consultant makes any such change or uses or replaces any such subcontractor or subconsultant. Unless otherwise stated on Exhibit A, Consultant shall furnish, at its own expense, the materials, equipment, supplies, and other resources necessary to perform the Scope of Work. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City with the same or similar Scope of Work as described in Exhibit A.
2. **Time of Performance.** Time is of the essence in the performance of the Scope of Work under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, Consultant shall begin performance, and shall complete all required Scope



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of Work no later than the dates set forth in Exhibit A. Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. If Exhibit A indicates that Scope of Work shall only be performed upon request, or if the City otherwise communicates the same to Consultant, Consultant shall not perform said Scope of Work until the City requests such performance. Consultant shall submit all requests for time extensions to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City may grant or deny such requests in its sole and absolute discretion.

**2.1 Term.** The term of this Agreement shall commence on [DATE] and expire and terminate automatically on [DATE] or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of [Number] year(s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

**3. Compensation.** City shall pay Consultant on a time and expense basis for Scope of Work performed under this Agreement at the billing rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference.

**3.1 Not to Exceed Amount.** Consultant's total compensation under this Agreement shall not exceed \$[Dollar Figure] [Amount Number Spelled out] Dollars. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Scope of Work. This Agreement shall automatically terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the Not-to-Exceed Amount (or any other amount), and Consultant's total compensation under this Agreement will depend on the Scope of Work requested and approved by the City. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the "Not-to-Exceed Amount" provided in this section without the City's prior written approval.

**3.1.1 City Budget Limitations.** This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year for this Agreement. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

**3.2 Invoices.** Consultant shall submit monthly invoice(s) to the City that describe in detail satisfactory to the City: the services performed, the times and dates of performance, and the names of the person(s) performing the Scope of Work.



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**3.2.1** If Consultant is providing the Scope of Work in response to a development application, separate invoice(s) must be issued for each application, and each invoice shall contain the City's designated development application number.

**3.2.2** Consultant's failure to submit invoice(s) in accordance with this Section may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

**3.2.3** Consultant shall submit invoices no later than 90 days after completion of a portion of the Scope of Work. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Scope of Work.

**3.3 Payment.** Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services and portions of Scope of Work described on the invoice(s) and approved by the City.

**3.4 Final Payment.** The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services or performance of the Scope of Work. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

**3.5 Books and Accounts.** Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

**4. Indemnification.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Consultant's obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors.

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any and all Claims relating to or in connection with such a finding and/or determination.



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The provisions of this section survive the expiration or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

**5. Insurance.** Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of the Scope of Work under this Agreement at the minimum levels set forth herein.

**5.1 Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) “per occurrence” coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

**5.2 Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

**5.3 Workers’ Compensation** coverage shall be maintained as required by the State of California.

**5.4 Professional Liability** “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

**5.5 Endorsements.** Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

**5.5.1** The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”

**5.5.2** For any claims related to this Agreement, Consultant’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be in excess of the Consultant’s insurance and shall not contribute with it.

**5.6 Notice of Cancellation.** Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultants shall immediately obtain a replacement policy.

**5.7 Authorized Insurers.** All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

**5.8 Insurance Certificate.** Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement and, in any event, within five (5) days of such request.

**5.9 Substitute Certificates.** Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

**5.10 Consultant’s Obligation.** Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any



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responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

**6. Termination.** The City may terminate this Agreement in its sole and absolute discretion, without cause, by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall return and deliver to City all original documents relating to the Scope of Work in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date the termination notice is given.

**7. Ownership of Work.** All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's Scope of Work, upon termination of this Agreement, or within five (5) days of any demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

**8. Independent Contractor Status.** Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee, and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and state income tax withholding and all other regulations governing employer-employee relations.

**9. Conflicts of Interest.** Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation of Federal, State and/or local law.

### **9.1 Levine-Act**

The "Levine Act" prohibits County "officers" from participating in any action related to a contract if such member received political contributions totaling more than \$250 within the previous twelve months, and for three months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract.

**10. Rebates, Kickbacks, or Other Unlawful Consideration.** Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without



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liability; to pay only for the value of the work actually performed; or to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

**11. Notices.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To the City:  
City of Tracy  
Attn: [Name], [Title]  
333 Civic Center Plaza  
Tracy, CA 95376

To Consultant:  
[Name of Entity]  
Attn: [Name, Title]  
[Address]  
[Address]

With a copy to:  
City Attorney  
333 Civic Center Plaza  
Tracy, CA 95376

**12. General Provisions.**

**12.1 Standard of Care.** Unless otherwise specified in this Agreement, the standard of care applicable to Consultant’s performance of the Scope of Work will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

**12.2 Amendments.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

**12.3 Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

**12.4 Assignment and Delegation.** Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City’s advance written consent. Any attempt to do so will be void. City’s consent to one assignment, transfer or delegation shall not be deemed to be a consent to any subsequent assignment, transfer or delegation.

**12.5 Jurisdiction and Venue.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

**12.6 Compliance with the Law.** Consultant shall comply with all applicable local, state, and federal laws, including, without limitation, those identified below, whether or not such laws are expressly stated in this Agreement.

**12.6.1 Prevailing Wage Laws.** Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of



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Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed under this Agreement are part of a “public works” or “maintenance” project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**12.6.2 Non-discrimination.** Consultant represents and warrants that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

**12.7 Business Entity Status.** Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Consultant (including any licensing agencies). If Consultant is a suspended entity at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

**12.8 Business License.** Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

**12.9 Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

**12.10 Construction of Agreement.** Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

**12.11 Severability.** If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

**12.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto and Consultant’s proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant’s proposal (if any), the Exhibits shall control.

**12.13 Entire Agreement.** This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations or agreements (in each case, whether oral or in writing). All exhibits attached hereto are incorporated by reference herein.



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**12.14 Counterparts.** City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

**12.15 Expenses for Enforcement.** Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

**13. Signatures.** The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

*[Signature Page to Follow]*



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As of the date of last signature below, the undersigned Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

**City of Tracy, a Municipal Corporation**

**[Name of Entity], [Type of Entity]**

*[Insert name and title of City employee (or Mayor) authorized to sign this particular Agreement.]*

*[Insert complete legal name of business entity, and business status such as a California Corporation, Limited Liability Company, etc.]*

By: \_\_\_\_\_  
       [Name]  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
       [Name]  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Attest:

Federal Employer Tax ID No. \_\_\_\_\_

\_\_\_\_\_  
 April B. A. Quintanilla, City Clerk

*[Note: Depending on type of entity, more than one signature may be required.]*

Approved as to form:

\_\_\_\_\_  
 L. David Nefouse, City Attorney

By: \_\_\_\_\_  
       [Name]  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



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**Attachment B**

PRELIMINARY PLANS