

**REQUEST FOR PROPOSALS
#45-0180**

FOR

**ENVIRONMENTAL IMPACT REPORT FOR
LONG RANGE CAMPUS PLAN**



**UNIVERSITY OF
CALIFORNIA
HASTINGS**

COLLEGE OF THE LAW

RFP Issue Date: Friday, May 8, 2015

RFP Due Date: Friday, June 12, 2015

Contact: purchasing@uchastings.edu



ENVIRONMENTAL IMPACT REPORT FOR LONG RANGE CAMPUS PLAN

I. Introduction

The University of California Hastings College of the Law ("UC Hastings") requests proposals from qualified consultants to analyze potential environmental effects of a proposed replacement, renovation, and/or expansion of its campus in San Francisco, California ("Project") by preparing an appropriate written analysis under the California Environmental Quality Act ("CEQA"). UC Hastings anticipates that the appropriate analysis for the proposed Project is an Environmental Impact Report ("EIR") and relevant background studies. The EIR and background studies shall be in compliance with CEQA and the University of California CEQA Guidelines.

Proposed elements of the EIR include construction of a new academic building at 333 Golden Gate Avenue, demolition of an existing academic building at 198 McAllister Street, construction of a new student housing building at 198 McAllister Street, modernization of an existing annex building at 198 McAllister Street, renovation and reconfiguration of existing student housing at 100 McAllister Street, renovation and reuse of the Great Hall at 100 McAllister Street, and additional infrastructure projects as set forth in UC Hastings' Five Year Infrastructure Plan, which can be found at: <http://www.flipsnack.com/UCHastings/uc-hastings-five-year-infrastructure-plan.html>

II. Background

UC Hastings is located at the intersection of the Civic Center, Tenderloin and Mid-Market neighborhoods in San Francisco. The College has recently undergone a long range campus planning process and the Governor's proposed 2015-2016 State budget includes \$36,800,000 in proposed State funding in the form of lease revenue bond financing to support the construction of a new academic building at 333 Golden Gate Avenue to replace the aging academic facility located at 198 McAllister Street, which was built in 1953. The annex to 198 McAllister Street, constructed in 1970, and site of the Gold Reading Room and the Marvin and Jane Baxter Appellate Law Center, will be maintained and upgraded as part of the long range campus plan with additional State funding anticipated in future budget years. The 333 Golden Gate Avenue project site is an empty lot currently owned by the College and used as recreational open space. The new academic facility will promote a more cohesive campus and enable the College to

create modern classroom facilities. In addition to the development of 333 Golden Gate Avenue and renovation of the annex to the 198 McAllister Street building, UC Hastings anticipates additional projects to be phased in including construction of a new student housing building on the site of the original 198 McAllister Street 1953 academic building once the new academic building at 333 Golden Gate Avenue has been constructed and the original 198 McAllister Street 1953 academic building has been demolished.

III. Proposed Project

The selected environmental consultant will be required to produce documentation in written, graphic and digital format for the EIR. The consultant will assist UC Hastings from the planning process through certification of the EIR by UC Hastings' Board of Directors. Committee participation, open forums, and the public review process will inform and validate the document and comply with CEQA requirements. The EIR will identify potential impacts to the environment based on the following land use changes: (1) development of 333 Golden Gate Avenue; (2) renovation of the annex to the 198 McAllister Street building; (3) redevelopment of the original 198 McAllister Street 1953 building site; (4) renovation and reconfiguration of existing student housing at 100 McAllister Street; (5) renovation and reuse of the Great Hall at 100 McAllister Street; and (6) additional infrastructure projects as set forth in UC Hastings' Five Year Infrastructure Plan. Studies required for the preparation of the EIR, such as a traffic study to identify traffic impacts due to the land use changes, and any other necessary background studies, will be the responsibility of the EIR consultant.

IV. Scope of Required Services

The EIR consultant will be expected to provide the services identified below for completion and processing of all environmental documents. The EIR and background studies shall be structured to enable the preparation of tiered project-specific CEQA documents, which compare the new land use and changes to the existing land use.

UC Hastings expects the EIR to evaluate through the year 2020 to permit tiering of subsequent projects in accordance with CEQA. The EIR will propose specific projects. UC Hastings expects the environmental consultant to complete all necessary documentation to allow adoption of the EIR and certification by UC Hastings' Board of Directors in March 2016.

1. Program Definition/Data Collection - UC Hastings will develop the project description, and the consultant will prepare the scope of the EIR using existing data; surveys; interviews; program documents; updated traffic and other applicable special studies and sources to obtain necessary information.
2. Initial Study and Notice of Preparation ("NOP") - To be drafted by consultant for review by UC Hastings' project management team. UC Hastings will prepare and file the NOP.

3. Administrative Draft EIR (“ADEIR”) - The consultant will prepare an ADEIR for review by UC Hastings’ General Counsel and project management team. UC Hastings will compile all of the internal review comments and responses to the ADEIR to provide a single set of revisions to the consultant for the Draft EIR (“DEIR”). The ADEIR will include, but not be limited to, the following elements:
 - Introduction
 - Summary of Impacts and Mitigation Measures
 - Environmental Setting, Thresholds of Significance, Impacts, Mitigation Measures (Cumulative analysis would be a sub-section of each topic area and would include short-term construction related impacts as well as take into consideration cumulative conditions proposed under the Five Year Plan and local conditions as appropriate.)
 - Climate Change Analysis for the entire campus
 - Potential Health Risk Assessment
 - Alternatives to the Proposed Project
 - Mandatory CEQA Sections
 - Report Preparation
 - Bibliography
 - Appendices
 - Mitigation Monitoring and Reporting Program (DEIR only)
4. DEIR - The consultant will prepare the DEIR for public review. After the public review period, the consultant will prepare an Administrative Draft of the Final EIR (“ADFEIR”) comprised of draft responses to public comments on the DEIR, and changes to the DEIR for review by UC Hastings’ General Counsel and project management team. UC Hastings will compile all the internal review comments and responses to the DEIR to provide a single set of revisions to the consultant for the Final EIR (“FEIR”). The FEIR shall enable UC Hastings to use the document to assist in the preparation of future tiered project-specific CEQA documents for the campus.
5. Notice of Completion (“NOC”) - UC Hastings will prepare the NOC, prepare public information notices, and handle distribution of the DEIR for public review.
6. Mitigation Monitoring and Reporting Program - The consultant will prepare the FEIR and Mitigation Monitoring and Reporting Program for the EIR. Mitigation Measures and the Monitoring Program need to reflect the appropriate scale and phase of the impacts. Some mitigations will be implemented at the time individual projects are underway, while other impacts will require campus wide mitigations that are continually implemented. UC Hastings will work with the consultant to devise a workable organization system for mitigations, monitoring and reporting.
7. Findings – The consultant and UC Hastings will prepare draft Findings for the EIR for review by UC Hastings General Counsel.

8. Notice of Determination (“NOD”) - The NOD will be prepared and filed by UC Hastings.

V. Available Documents

1. UC Hastings Five Year Infrastructure Plan, September 2, 2014
2. UC Hastings Five Year Infrastructure Plan Attachment 1, Strategic Planning Report, August 2011
3. UC Hastings Five Year Infrastructure Plan Attachment 2, 198 McAllister Assessment Reports, August 1, 2014
4. UC Hastings Project Planning Guide, Academic Buildings Replacement and Upgrades – Phase 1, September 2014
5. UC Hastings Project Planning Guide, Academic Buildings Replacement and Upgrades – Phase 2, September 2014
6. UC Hastings Campus Program Summary
7. UC Hastings 198 McAllister Program Summary
8. UC Hastings 333 Golden Gate Ave 80’ Academic Facility, Pre Design Site Analysis, January 2015
9. UC Hastings Five Year Infrastructure Plan, Strategic Planning Report, Space Needs Analysis, August 2011
10. UC Hastings, Hastings Parking Garage Project, Draft Supplemental Environmental Impact Report, April 22, 2006.

VI. Planning Team and Process

The consultant team should include appropriate individuals and sub-consultants with demonstrated experience in completing CEQA analysis and documentation for projects similar in size and scope to the EIR. The consultant’s proposal should include a description of the recommended approach to developing the EIR consistent with UC Hastings’ planning structure and other aforementioned campus planning documents.

A UC Hastings project management team will be responsible for the day-to-day coordination process with the EIR consultant. The EIR planning process will require interactive meetings, planning charrettes, open forums, workshops and presentations. The EIR consultant will be responsible for participating in a public scoping meeting to allow the community to identify issues that should be addressed in the environmental documents. UC Hastings staff will schedule the meetings, but the EIR consultant will be responsible for a major part of the presentation. The consultant would also be required to participate in public hearings for the document during the public review period.

The proposal submitted by prospective consultant teams should anticipate a minimum start-up period of one to two weeks for orientation meetings prior to the beginning of the formal start of the EIR process.

During the course of the process the EIR consultants will be responsible for producing all EIR-related meeting minutes and associated handouts in an electronic format consistent with UC Hastings' standards.

Ten copies each of the ADEIR and ADFEIR will be required for review by October 2015 and January 2016 respectively. The DEIR must be submitted one month after the ADEIR. One camera-ready copy and an electronic copy of the draft will be provided to UC Hastings. All electronic documentation must be consistent with UC Hastings' standards. The FEIR and the Mitigation Monitoring and Reporting Program shall be submitted by February 2016 as one camera-ready copy and an electronic copy for review by UC Hastings' Board of Directors.

VII. Qualifications

Prospective consultants should assemble an EIR team that has the following qualifications:

1. CEQA Experience - Outstanding credentials in preparing CEQA analysis and documentation for projects similar in size and scope;
2. University of California or Campus Environmental Experience - Significant experience in the preparation of EIRs for the University of California or other college or university campuses in the State of California;
3. Deliverability - Members who have demonstrated the ability to accomplish complicated tasks in a timely manner and an ability to work successfully with appropriate State and local government agencies;
4. Focused Experience - Expertise and experience in: detailed traffic, circulation and parking analysis; campus climate action plans; health risk assessments; visual analysis; interface with institutional clients, program committees, and community groups; demonstrated effective creative and successful approach to client service on complicated projects;
5. Project Management - Evidence and references for ability to provide efficient and comprehensive project management in such areas as: communication including within the public forum; strategic planning; decision making and prompt resolution of difficulties; response to technical direction as well as technical supervision and budget.

Highest consideration will be given to EIR consultants with demonstrated understanding of long range campus plans and their environmental documents. In addition the following attributes will be considered: project processing methodologies, preparation of Supplemental or Subsequent or similar documents to a program EIR for future tiering, data gathering, analytical

methodologies, familiarity with UC Hastings' process, and responsiveness to the needs of the UC Hastings' campus.

VIII. Proposed Format

The EIR proposals should be concise and contain the following sections in order as shown:

1. Introduction - Describe philosophy of firm and areas in which firm excels. Describe what is unique about the firm and its goals and objectives;
2. Approach - Describe specific techniques to be employed in the preparation of the environmental documentation. Outline anticipated work plan and schedule. Describe how your team will work with UC Hastings' staff, faculty, students, community groups, and other consultants;
3. Statement of Qualifications/Team Description and Relevant Professional Experience - Provide names and educational background of each team member, including sub consultants, if applicable. Describe experience, certification (if applicable), and proposed role for each team member;
4. Project Experience - List relevant projects and date completed in which team members were involved. Indicate whether project was done by the firm or by the team member when employed in another firm and their role with the project;
5. References - Provide names, addresses, and telephone numbers of previous clients who can evaluate completed work;
6. Illustrative Materials - Provide a limited representation of report graphics and page setups.

IX. Fee Proposal

Provide one copy of the total fee proposal with supporting details in a separate, clearly identified envelope. Fee proposals should be provided for time and work effort required, hourly billing rates, and estimated reimbursables (e.g., printing and copying expenses) not covered by fees.

X. Selection Process

All proposals will be reviewed and ranked by the UC Hastings project management team according to quality and responsiveness to the RFP. The top proposals will be placed on a short list of finalists and will be called for interviews. Team members giving the presentation shall consist of those who will actually direct and complete the EIR. Upon completion of the

interviews, fee proposals will be evaluated. The firm selected as first choice will be notified and asked to negotiate final pricing and terms of the contract with the Chief Financial Officer of UC Hastings. Authorization to proceed with the project will occur thereafter.

XI. RFP Process Schedule

- | | |
|-----------------------|---------------------------------|
| • Announcement of RFP | May 8, 2015 |
| • Proposals Due | June 12, 2015 |
| • Shortlist | June 19, 2015 |
| • Interviews | Through June 30, 2015 |
| • Final Selection | Determined following interviews |

Questions about this RFP are to be submitted in writing (email is acceptable) no later than Tuesday, May 19, 2015, to purchasing@uchastings.edu

XII. Submittal Instructions

- One electronic version of the entire proposal
- Five (5) printed versions of the proposal materials shall be submitted to the Director of Business Services, UC Hastings by close of business 5:00 PM on May 20, 2015.

Submit proposals by Mail or Delivery to:

Darryl Sweet, CPSM, C.P.M.
Director of Business Services
UC Hastings College of the Law
200 McAllister Street
San Francisco, CA 94102



SAMPLE AGREEMENT

AGREEMENT BY AND BETWEEN

**UNIVERSITY OF CALIFORNIA
HASTINGS COLLEGE OF THE LAW**

AND

THIS AGREEMENT ("Agreement"), made and entered into as of ___ by and between Hastings College of the Law, hereinafter called "Hastings", and ___, hereinafter called "Consultant", is for providing - consultant services to Hastings as follows:

I. SCOPE OF SERVICE RENDERED

Hastings hereby retains the Consultant to perform the following professional services:

II. TERM OF AGREEMENT

The term of this Agreement shall be from ___ to ___ or until completion of the Services are to the satisfaction of Hastings, or unless terminated by the occurrence of any one or more of the following, whichever is sooner:

- A. Completion of the performance of the Services, which will be performed during regular business hours; or
- B. Receipt by Consultant of Hastings's written notice of its intent to terminate this Agreement within ten (10) days, which termination may be for any reason or no reason, in Hastings's sole discretion; or
- C. Within twenty-four (24) hours of written notice to Consultant at any time in the event the Services are not being performed to Hastings' satisfaction and otherwise in accordance with this Agreement.

The parties acknowledge and agree that this Agreement is a so-called “at will” Independent Consultant relationship, terminable upon written notice by Hastings. Upon expiration or termination of this Agreement for any reason, Consultant shall not have any executory obligations to Hastings; and Consultant shall be entitled only to such compensation as shall have accrued to Consultant for fees or expenses actually incurred by Consultant for completed and accepted Work provided up to but not including the effective date of termination.

III. COMPENSATION

The cost of Services shall be a lump sum not exceed

Hastings agrees to standard, typical and reasonable reimbursable expenses not to exceed.

IV. CHANGES IN THE WORK

In its sole and absolute discretion, Hastings may order changes in the scope of the services, or Hastings may order additional services outside the scope of service. Consultant shall not make any change in the work or be entitled to any adjustment of Contract Term or Compensation except as provided in a written Change Order or Addendum to this Agreement signed by Hastings.

V. PAYMENT

Hastings will pay Consultant monthly upon receipt of itemized billing invoices. The charges for reimbursable expenses will include copies of itemized receipts supporting the expenses.

All invoices will reflect Consultant’s taxpayer identification number and Consultant’s license number addressed to:

David Seward
Chief Financial Officer
University of California
Hastings College of the Law
200 McAllister Street
San Francisco, CA 94102
(415) 565-4710

VI. TERMINATION CLAUSE

In the event Consultant fails to carry out or comply with any of the terms and conditions of this Agreement, Hastings reserves the right to demand correction of any breach or default within ten (10) days of notice to Consultant. In the event Consultant fails to correct the failure or default within the specified period, Hastings may terminate the Agreement without additional notice. Failure to terminate this Agreement is not to be deemed a waiver of the breach or default.

VII. EXAMINATION OF RECORDS

Hastings and auditors of the State of California shall have access to and the right to examine and audit any books, documents and papers and/or records of Consultant involving transactions related to this Agreement for a period of three (3) years following its termination. These documents must contain adequate justification of the charges made to Hastings.

VIII. COORDINATION

Consultant, in performing services described herein, will coordinate and report to:

University of California
Hastings College of the Law
200 McAllister Street
San Francisco, CA 94102
(415)

Consultant is to immediately inform ___ (or designee) of any unusual conditions or events that relate to, or may affect, the work to be performed under this Agreement. Consultant agrees to meet on a regular basis with Academic Dean Marshall to review the progress of the work to be performed by Consultant and any unanticipated problems or issues.

IX. SERVICE PERFORMANCE SCHEDULE

It is understood that time is of the essence of this Agreement and Consultant is bound by all of the time limits imposed by virtue of this Agreement. Consultant agrees to the following service performance schedule:

The Services to be performed under this Agreement shall commence upon written authorization to proceed and be substantially completed within the time frame established between Hastings and Consultant.

X. INSURANCE AND INDEMNIFICATION

Hastings and the State of California shall not be liable for any accident, loss, injury (including death) or damages, happening or occurring during the performance of this Agreement, to persons and/or property, caused in whole or in part by the intentional or negligent acts or omissions of Consultant, and Consultant will fully indemnify and protect Hastings and the State of California from and against same. In addition to the liability imposed by law upon Consultant for damage or injury (including death) to persons or property by reasons of intentional or negligent acts or omissions of Consultant, his/her agents, servants, or employees, which liability is not impaired or otherwise affected hereby, Consultant hereby assumes liability for and agrees to hold Hastings and the State of California harmless and indemnify Hastings for any expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have suffered through any intentional or negligent

acts or omissions of Consultant, its subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors.

Consultant will maintain in force at all times during the term of this Agreement, Workers' Compensation (statutory limits) in the amount of \$500,000; and Employer's Liability, Comprehensive General Liability with bodily injury limits and property damage limits of \$1,000,000 each occurrence and in the aggregate; and Auto Liability in the amount of \$500,000 and Professional Liability in the amount of \$1,000,000 subject to a deductible of \$25,000. Such insurance policies shall name Hastings as an additional insured and provide for notification to Hastings thirty (30) days prior to termination or restrictive amendment. Consultant shall furnish a Certificate of Insurance to Hastings as evidence of the required coverage. All insurance required under this Agreement is to be provided by carriers with a Best rating of A-10 or better. Carriers must also be California admitted companies listed as such by the Insurance Commissioner for the State of California.

XI. EXCUSABLE DELAY

Consultant shall not be held responsible for delays in the performance of this Agreement caused by strikes, lockouts, labor disturbances, acts of government, acts of nature (e.g. earthquake) or other causes similar to the foregoing which are beyond the control of and are not the fault of Consultant. Provided, however, that Consultant shall, within five (5) days after the occurrence of cause or causes of delay, request an extension of time from David Seward. Such request shall be in writing and shall state in detail the reasons for the delay, which will prevent timely performance. If Hastings finds that such cause or causes of delay exist, it may either grant Consultant an extension of time equal to the delay resulting from such cause or causes, or, at its option, terminate this Agreement.

XII. APPLICABLE LAW

All pertinent laws of the State of California shall govern this Agreement and become a part hereof.

XIII. ENFORCEMENT OF AGREEMENT

Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, shall be settled by final and binding arbitration in San Francisco, California, under the auspices of the American Arbitration Association, in accordance with the Commercial Arbitration rules. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Any provisional remedy, which would be available from a court of law, shall be available from the arbitrator, to the parties of this Agreement pending arbitration.

The arbitrator shall determine which is the prevailing party and shall award that party its costs and fees. Costs and fees mean all reasonable pre-award expenses of arbitration, including the arbitrator's fees, administrative fees, witness fees and attorneys' fees.

XIV. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and may be served by depositing the same in the United States mail, postage prepaid and registered, and addressed to the

parties at the addresses set forth below, or to such other address as either party may designate in writing from time to time.

If to UC Hastings:

If to Consultant:

David Seward, CFO
University of California
Hastings College of the Law
200 McAllister Street
San Francisco, CA 94102

Any change of address of Consultant shall immediately be communicated in writing to Hastings.

XV. NONDISCRIMINATION

During the performance of this Agreement, Consultant shall not discriminate unlawfully against any employee or applicant for employment on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetics), marital status, age, sex or sexual orientation.

XVI. DRUG-FREE WORKPLACE CERTIFICATION

Consultant certifies compliance with Government Code 8355 by signing and incorporating the attached Drug Free Workplace Certification Exhibit into the Agreement.

XVII. W-9 Form

As required by Hastings, Consultant must complete a W-9 form attached hereto and shall be submitted together with this Agreement for full execution.

XVIII. CONFLICT OF INTEREST

Consultant will not hire any employee of Hastings to perform any service covered by this Agreement.

Consultant affirms that to the best of Consultant's knowledge, there exists no actual or potential conflict between Consultant's family, business or financial interests and the services under this Agreement and in the event of any change in such circumstances will inform Hastings of any questions regarding possible conflicts of interest that may arise as a result of such change in circumstances.

XX. NON-ASSIGNMENT

This Agreement is not assignable or delegable by either party.

XXI. NON-RESPONSIBILITY OF THE REGENTS

The Regents of the University of California, a public corporation, is not a party to nor is it financially responsible under this Agreement.

XXII. ENTIRE AGREEMENT

This Agreement and the exhibits hereto, constitute the entire agreement between the parties and no party shall be liable or bound to the other in any manner except as set forth in this Agreement.

Dated: _____, 2015
UNIVERSITY OF CALIFORNIA
UC HASTINGS COLLEGE OF THE LAW

Dated: _____, 2015
(Consultant)

By: _____
David Seward
Chief Financial Officer

By: _____
Signature

Approved As To Form:
Dated: _____

Elise K. Traynum
General Counsel