



**REQUEST FOR PROPOSALS  
RFP # 2021-003-CDD**

**June 3, 2021**

**Consultant Services: Housing Element Update / Safety Element  
Update - Reissued**

**PROPOSAL SUBMITTAL DEADLINE:  
9 AM on June 29, 2021**

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## **I. Cover Letter**

In order to increase the number of proposals received, the City of Walnut Creek is reissuing this request for proposals with a higher budget, new timeline, and the option to bid on the Safety Element Update as a separate, stand-alone project. Additional background information on a City staff analysis finding the City may be able to accommodate the RHNA is also included.

Responses from the first RFP questions and addendum have also been incorporated to provide more clarity. The following changes have been made:

- Updated budget to be approximately \$250,000 with an additional 10% contingency (\$25,000) for a total of \$275,000. See sections: II, VIII 9, and XIII.
- Updated the deadline for questions, deadline for proposals, and RFP timeline. Proposals to this revised RFP are due by 9 AM on June 29, 2021. See sections: X, XI, XII, and XV.
- Updated this RFP with additional information on how the City may be able to accommodate its RHNA. See sections: V and VI 4.
- Updated the Scope of Services option to allow bids on the Safety Element Update as a separate, stand-alone project without the Housing Element tasks or to include it within an overall bid as part of the larger Housing Element Update scope of work. See sections: II 12, V, and VII 12.
- Updated this to include some clarifying information issued in the addendum to the original RFP in response to questions. See sections: VII 11, VIII, and IX.

## **II. Invitation**

Through this Request for Proposals (RFP), Walnut Creek, California (City) is soliciting Proposals from qualified firms (Consultants) to provide professional services associated with the following Housing Element Update 2023-2031 tasks:

1. Project Management and Coordination;
2. Community Outreach and Engagement;
3. Housing Needs Assessment;
4. Housing Constraints;
5. Evaluation of Current Housing Element;
6. Housing Resources;
7. Opportunity Sites Inventory;
8. Goals, Policies, Programs, and Quantified Objectives;
9. Draft Housing Element and Public Hearings;
10. Final Draft Hearings, Final Adoption, and Certification;
11. CEQA Documentation; and
12. Identify and Complete Other Required General Plan Element Updates (can be bid on as a standalone project, or as part of overall Housing Element Update).

The City is seeking a Consultant that can effectively manage and complete the planning tasks listed. The Consultant will need to demonstrate expertise in housing policy, Housing Elements, planning, and community outreach and engagement. The City is interested in innovative ideas for goals, policies, and programs as well as community engagement. The City is inviting interested consultants to submit a proposal to perform the services described in this RFP. The budget is anticipated to be approximately \$250,000, with a minimum additional contingency of 10 percent (\$25,000). However, proposers are encouraged to submit a cost-effective budget and optional tasks as needed. The City will evaluate proposals that are outside of the estimated

budget. Of the \$250,000, the City is expecting about \$31,000 to be available through the Regional Early Action Planning (REAP) grant to pay for a portion or all of the Opportunity Sites Inventory, and proposers will need to comply with all grant requirements.

### **III. Contact Person**

Inquiries related to this RFP should be directed to:

Cara Bautista-Rao, Housing Analyst & Sustainability Coordinator  
Community Development Department  
Email: [bautista-rao@walnut-creek.org](mailto:bautista-rao@walnut-creek.org)

### **IV. About the City of Walnut Creek**

The City of Walnut Creek is a California General Law city incorporated on October 21, 1914, with a population of approximately 70,000 within an area of approximately 20 square miles. Walnut Creek is located about 30 miles east of San Francisco and is neighbor to the cities of Concord, Pleasant Hill, and Lafayette, and the unincorporated community of Alamo.

The community is well served by major freeways and mass transit, and has a long history of careful strategic planning to capture economic opportunities. Walnut Creek serves as the regional “downtown” for much of Contra Costa and eastern Alameda counties, with denser urban development in the City’s downtown core. Major regional retailers and arts/entertainment venues, located side-by-side with locally owned specialty stores and restaurants, thrive on the downtown’s ambiance and synergy. Walnut Creek also contains a cluster of exceptionally strong automotive dealerships, which contribute to the City’s fiscal vitality. The City serves as a medical and health services center, with two major hospitals and a host of support services. Its highly educated and skilled resident workforce is a potential attraction for entrepreneurs and growing companies.

The City is largely built-out, and most new residential development is expected to be in the form of infill development projects, primarily consisting of mixed-use or multi-family residential development within the City’s Core Area.

The Housing Element Update will occur in the context of other changes and factors in the region and state, and the City asks that these factors be considered when developing the Housing Element Update:

- Transportation trends
- Post-pandemic opportunities and challenges
- Technological advances
- Housing affordability and supply
- Jobs-Housing balance
- The City’s economic and fiscal health
- Equity and the City’s focus on diversity and inclusion
- State legislation and regulations
- State and federal focus on climate change/adaptation
- Increasing global greenhouse gas emissions and local impacts

## V. Project Description

The City of Walnut Creek seeks proposals from qualified consultants or consultant teams to complete a sixth-cycle Housing Element Update (2023-2031) and all necessary environmental review as required under state law, in a manner consistent with the Regional Housing Needs Allocation (RHNA) for the 2022-2030 planning period.

For context, Walnut Creek expects a RHNA of approximately 5,800 units, compared to 2,235 in the current RHNA cycle, representing a 159% increase. To ensure an adequate inventory of viable sites, the Housing Element Update may necessitate other future zoning, specific plan, and/or General Plan updates in targeted areas. If needed, the identification of sites to be rezoned is included in this scope of work. The City anticipates completing any rezoning after adoption of the Housing Element within three years as a work program. Any rezoning, specific plan, and/or General Plan updates, and associated environmental review, are not included as part of this scope of work. However, General Plan element updates specifically required or triggered by the Housing Element update (e.g. Safety Element for adaptation and evacuation) and associated environmental review are included in this scope of work. The Safety Element Update may be bid upon along with the other Housing Element tasks or as a separate stand-alone project without the Housing Element tasks.

A large portion of the City's West Downtown Specific Plan area is included in the housing opportunity sites identified in the current 2015-2023 Housing Element, however most all of these sites have since been up-zoned to allow higher density residential development, and the specific plan anticipates a net increase of approximately 2,400 dwelling units over the 25-year life of the plan. Meanwhile, large portions of the North Downtown Specific Plan area have been rezoned to allow multi-family and mixed-use development where residential uses were previously prohibited, and the specific plan anticipates a net increase of approximately 900 dwelling units over the 30-year life of the plan. Based on staff's analysis, the City may be able to accommodate its anticipated RHNA for the 2023-2031 Housing Element cycle without the need for amendments to the General Plan and Zoning Ordinance.

Walnut Creek's last housing element was certified by the California Department of Housing and Community Development (HCD) and is available [here](#). The City also completed Annual Progress Reports (available [here](#)) and implemented other housing priorities, including:

- Commercial Linkage and Housing In-Lieu Fees. The City has provided more than \$32 million in subsidies to affordable housing projects with a total of 419 units from 2004-2020;
- Local Density Bonus, with an update in progress;
- Inclusionary Housing Ordinance;
- Reasonable Accommodation Ordinance;
- First Time Homebuyer Assistance Program;
- Projects underway using Local Early Action Planning Grant: Objective Design Standards and Rightsizing Parking Project;
- Projects underway using SB 2 Planning Grant: Permit-Ready Accessory Dwelling Units and Expediting Affordable Housing Permitting Policy; and

- Community Development Block Grant, local Community Service Grant, Permanent Local Housing Allocation grant for homeless services, and Homeless Services Grant funded programs.

Visit the City's Housing webpages at [www.walnut-creek.org/housing](http://www.walnut-creek.org/housing) to learn more about current housing programs and priorities.

Due to a significant increase in the RHNA alongside legislative changes that increase the site specific analysis for the Opportunity Sites Inventory, it is expected that the preparation of the sites inventory will be a significant effort. In the event that the City cannot meet the RHNA with our current zoning and General Plan/specific plan designations, the City will be seeking an evaluation of the following approaches:

- Identifying additional multi-family and mixed-use housing opportunity sites in the portions of the Core Area located outside of West and North Downtown.
- Adopting a progressive program to encourage and facilitate the construction of Accessory Dwelling Units (ADUs) in existing single-family, multi-family, and mixed-use neighborhoods; and as part of all new single-family developments.
- Increasing the minimum required residential densities in multi-family residential zones, and establishing new minimum required residential densities in mixed-use zones.
- Rezoning and General Plan/specific plan changes to existing residential and/or mixed-use zones and designations to allow higher residential densities.
- Rezoning existing commercial zones to allow multi-family and/or mixed-use development with consideration to the City's economic and fiscal health.

The Housing Element Update will meet state requirements to Affirmatively Further Fair Housing. In response to federal requirements for the Community Development Block Grant program, the City Council accepted an Analysis of Impediments (AI) to Fair Housing in 2019 that was designed to also meet federal requirements to Affirmatively Further Fair Housing. The AI follows the Assessment of Fair Housing process and template, as developed by the U.S. Department of Housing and Urban Development (HUD) in its 2015 regulation and Assessment Tool. Further work by the Consultant may be needed to meet the state's requirements to Affirmatively Further Fair Housing through the Housing Element Update. The AI is available online [here](#).

The selected consultant(s) will partner with City staff to explore, analyze, and implement these approaches in addition to facilitating community engagement, working with our elected and appointed officials to present recommendations and get feedback, and coordinating with the California Department of Housing and Community Development (HCD) to help ensure ultimate certification of the updated element.

Through Walnut Creek's engagement in a countywide collaborative and the Association of Bay Area Governments' (ABAG) Regional Housing Technical Assistance Program, we anticipate a reduction in costs for some core update tasks, as detailed in the Scope of Services section below. The collaborative is supported by an approximately half time technical assistance provider, who

is expected to start in early 2021 and will produce draft material for some sections of the housing element that are similar throughout the county, as noted below. Respondents should be prepared to use and/or adapt this material as appropriate, and factor that into their proposal.

## **VI. Project Resources**

1. Visit the City's Housing webpages to learn more about current housing programs and priorities: [www.walnut-creek.org/housing](http://www.walnut-creek.org/housing)
2. Housing Element 2015-2023 and Annual Housing Element Progress Reports: <https://www.walnut-creek.org/departments/community-and-economic-development/housing-programs/housing-policies/housing-element>
3. March 16, 2021 Memo to City Council Housing and Community Development Committee on 2023-2031 Regional Housing Needs Allocation: [https://walnutcreek.granicus.com/MetaViewer.php?view\\_id=12&clip\\_id=4253&meta\\_id=243342](https://walnutcreek.granicus.com/MetaViewer.php?view_id=12&clip_id=4253&meta_id=243342)
4. June 2, 2021 Memo to City Council Housing and Community Development Committee on 2023-2031 Regional Housing Needs Allocation (under Archived Minutes, under City Council Committees): <https://www.walnut-creek.org/government/public-meeting-agendas-and-videos>
5. General Plan 2025, North Downtown Specific Plan, and West Downtown Specific Plan: <https://www.walnut-creek.org/departments/community-development-department/planning-zoning/long-range-planning>
6. Analysis of Impediments to Fair Housing (2019): <https://www.walnut-creek.org/home/showpublisheddocument?id=20607>
7. Draft Vulnerability Assessment Memo for Climate Adaptation: <https://www.walnut-creek.org/home/showpublisheddocument?id=25735>
8. Contra Costa County's Local Hazard Mitigation Plan (LHMP) update:
  - a. <https://www.contracosta.ca.gov/6415/Local-Hazard-Mitigation-Plan>
  - b. <https://www.contracosta.ca.gov/6842/Draft-Local-Hazard-Mitigation-Plan-Update>
9. Adopted Emergency Management Plan: <https://www.walnut-creek.org/home/showdocument?id=24547>

## **VII. Scope of Services**

Walnut Creek is seeking professional consulting services to update the City's adopted housing element in a manner consistent with current State law, ensuring certification of the final element by HCD by January 2023.

Proposals must address the following tasks, providing a description and timeline of how they would be accomplished. Additional or optional tasks may be included and creative approaches are welcome. The Consultant may propose completing tasks in a different order, or indicate where they can provide cost savings or efficiencies. The final scope of work will be subject to refinement and mutual agreement following the project's launch and further discussion.

As noted in italics throughout this Scope of Services section, ABAG's Regional Housing Technical Assistance (TA) Program will provide data and/or assistance that should be factored into the consultant scope and budget.

## **1. Project Management and Coordination**

This task covers communication and coordination between the consultant and jurisdiction staff, including meetings, phone conferences, email exchanges, and other communications to ensure timely delivery and adoption of the City's updated housing element. Proposal should identify the number of meetings anticipated and expectations for jurisdictional staff. Strategies or practices to ensure clear and timely communication and effective project coordination should be described. Strategies for ensuring coordination with HCD over the course of the project should also be addressed, as needed.

Deliverables: This task should include a project kickoff meeting between consultants and staff, and any other deliverables proposed by Consultant.

## **2. Community Outreach and Engagement**

Develop an innovative program that effectively reaches, educates, and engages the community throughout the Housing Element update. The City is looking for proposals that have a strong Community Outreach and Engagement component. This should include strategies to ensure broad inclusion, particularly of hard to reach groups and special needs populations, with special attention given to communicating information so it is accessible and easy to understand. Outreach is expected to begin early in the process and continue throughout for feedback on important topics such as draft ideas, site options, the draft Housing Element and environmental reviews. Please discuss options for virtual as well as in person meetings, depending on changing safety considerations. Consultant should lead the engagement as well as provide a summary of the work. At a minimum outreach should consist of the following deliverables:

- Community Outreach and Engagement Plan memorandum outlining the approach, overall strategies, and list of meetings;
- Limited language translation. The City asks proposers to include translating outreach materials that are inviting public input (e.g. flyers, handouts, surveys) into Spanish, Chinese, and Russian. Written input, such as survey results, received in these languages should be translated into English. However, the City is not asking for in-person language interpretation at events or meetings, and will not require major documents (e.g. staff reports, administrative drafts, or final drafts of the Housing Element) to be translated.
- Initial presentation to City Council, including draft staff reports and attachments;
- Preparation of all presentation materials, such as handouts and PowerPoints;
- Two community meetings;
- Three stakeholder focus groups (such as market rate developers, affordable housing developers, and a general stakeholder focus group);
- Online/virtual participation opportunities; and
- Summaries of all community outreach and engagement meetings.

*Note: There may be some opportunities to coordinate with other jurisdictions for joint outreach through the ABAG/REAP supported Housing Technical Assistance Program/County Collaborative. Assume the Collaborative will provide a jurisdiction specific*

*newsletter and general housing element outreach documents (e.g. what is a housing element).*

### **3. Housing Needs Assessment**

The consultant shall complete a housing assessment and needs analysis pursuant to requirements of State Housing Element law. The housing needs assessment shall include, but is not limited to:

- Population, demographic and employment trends;
- Special housing needs (e.g. large families, seniors, homeless, etc.);
- Housing stock characteristics, including at risk units, vacant and underutilized land;
- Adequacy of the City's public facilities;
- Housing cost and affordability;
- Projected housing needs; and
- Jobs/Housing balance.

*Note: ABAG's Regional Housing Technical Assistance Program will provide jurisdiction-specific graphs and write-ups for most required data, including population, demographic, housing, market conditions and regional comparisons. Because the document is not completed yet, respondents should hold some hours as an optional task to tailor the work as needed.*

### **4. Housing Constraints**

Identify potential and actual governmental and nongovernmental constraints for the preservation, protection, or production of housing across income levels within the city. In coordination with staff, development procedures, standards, and fees will be assessed and recommendations provided where determined appropriate. These may include, but are not limited to, City zoning and subdivision standards; design review and approval procedures; local and regional impact fees; physical/environmental constraints; infrastructure; and development cost, financial and market conditions. Consultant shall identify and develop housing programs to mitigate or remove such constraints, where feasible.

*Note: ABAG's Regional Housing Technical Assistance Program is expected to provide all cross-jurisdictional comparisons necessary for this task (e.g., comparison of fees and processing time). It will also provide write ups of typical countywide non-governmental constraints, including community opposition to housing, cost of construction, limited availability of land and other topics.*

### **5. Evaluation of Current Housing Element**

Review the current Housing Element (2015-2023) and identify Walnut Creek's success in accomplishing/implementing the identified goals, policies, and programs; and provide explanations and updates where goals, policies, or programs are in progress, have been abandoned or have not proven effective.

*Note: A draft of this review has been written for the Annual Progress Report.*

The City's Housing webpage has past Annual Progress Reports:

<https://www.walnut-creek.org/departments/community-and-economic-development/housing-programs/housing-policies/housing-element>

## **6. Housing Resources**

Identify all available housing related resources, including programmatic, physical, and financial. Existing development policies shall be assessed, and an analysis of resources should include issues such as:

- Funding resources;
- Regulatory incentives for housing;
- Opportunities for energy conservation for residential development; and
- Existing assisted housing developments that are eligible to change designation from low-income housing during the Housing Element planning period.

Consultants may propose to complete this task in combination with the Opportunity Sites Inventory or as a separate task.

## **7. Opportunity Sites Inventory**

Prepare the sites inventory section of the Housing Element, demonstrating how Walnut Creek will satisfy its RHNA in each income category. This includes identifying safe assumptions, evaluating sites, and analyzing potential policy strategies to increase site capacity, demonstrating development viability (per State law) and inputting the information into HCD's electronic form for submittal with the updated element. We anticipate that this will be a significant area of work for the update process, and will need to start early in order to ensure adequate time for consideration of potential areas for rezoning or other changes to development standards needed to achieve the RHNA. The site-specific analysis shall be in accordance with all applicable requirements of the State Housing Law.

Proposals should include a plan and timeline that has the Opportunity Sites Inventory frontloaded or completed concurrently with earlier tasks, such as the Housing Needs Assessment or Evaluation of Current Housing Element, so that the Opportunity Sites Inventory results are available and can be shared earlier in the Community Outreach and Engagement process, as well as with Commissions and Council.

*Note: ABAG's Regional Housing Technical Assistance Program is providing a site selection tool for use during this Housing Element Update. Please specify whether you plan on using it, and if so, how.*

## **8. Goals, Policies, Programs, and Quantified Objectives**

Identify goals, policies, programs, and quantified objectives to include in the Housing Element to ensure compliance with State law and effective response to the housing needs, constraints and key priorities identified through the update process. This task includes ensuring responsiveness to priorities articulated through the community engagement process as well as ensuring internal consistency with other elements of the General Plan. This task shall contain programs specific to the unique needs and challenges facing the City of Walnut Creek, and shall satisfy the applicable requirement of the State Housing Law, including:

- Ensuring that housing opportunities are available for all income levels and for

- persons with special needs;
- Preserving and improving the existing stock of affordable housing;
- Facilitating development of adequate housing to meet RHNA goals and the needs of the lower income level households;
- Ensuring consistency with other General Plan element and community goals;
- Identification of other General Plan policy updates or revisions needed to ensure consistency; and
- Propose an implementation program including monitoring procedures and milestones for assessment purposes.

The City is interested in innovative solutions to include as goals, policies, and programs. The City is also interested in integrating sustainability into Housing Element goals, policies, and programs.

#### **9. Draft Housing Element and Public Hearings**

Prepare and submit an administrative draft Housing Element for jurisdictional staff review. Staff will provide a comprehensive set of desired changes. Once edits are complete, prepare a draft Housing Element that is made available to the public and presented to both the Planning Commission and City Council at public hearings. Based on Commission and Council input, prepare a HCD review draft and submit to HCD for the mandated review.

- Administrative draft and draft housing element (Microsoft Word)
- PowerPoint
- 1 study session on opportunity sites results (either City Council or joint Planning Commission/City Council)
- 2 public hearings total (1 Planning Commission and 1 City Council)
- Draft staff reports and attachments (Microsoft Word)

#### **10. Final Draft Hearings, Final Adoption, and Certification**

The consultant will work closely with HCD and jurisdiction staff to respond to any comments, and produce a final draft housing element for adoption. Present to the Planning Commission and City Council at public hearings. Prepare the final Housing Element, including any changes from the public hearings, and submit to HCD for final certification as well as the water/sewer district and the California Office of Planning and Research.

- Draft final and final housing element (Microsoft Word and PDF)
- PowerPoint
- 2 public hearings total (1 Planning Commission and 1 City Council)
- Draft staff reports and attachments (Microsoft Word)

Consultant shall follow through with assisting the City in obtaining HCD certification of the Housing Element following its adoption by the City. Consultant shall work closely with the City and HCD to ensure that the City meets State requirements, and will recommend any modifications to the Housing Element, if required, to obtain certification.

#### **11. CEQA Documentation**

Prepare all required documents for California Environmental Quality Act (CEQA) review and submittal, including the Initial Study, Mitigated Negative Declaration or Environmental Impact

Report and CEQA Determination. This should include public posting and noticing for comment. For budget purposes, consultant may list different prices depending on the level of analysis that may ultimately be needed. The proposal should include a cost estimate for an Initial Study within the anticipated total budget, but may then include additional cost estimates for a Mitigated Negative Declaration or Environmental Impact Report as optional tasks to allow for a range of CEQA options. Proposers are encouraged to submit a cost-effective budget and optional tasks as needed.

## 12. Identify and Complete Other Required General Plan Element Updates

This portion of the scope of work for an update to the Safety Element can be bid as a separate, stand-alone project without the other Housing Element tasks or Consultants may include this as a task within the larger Housing Element Update proposal.

- **Safety Element: Adaptation.** Government Code section 65302(g)(4) states that “Upon the next revision of a local hazard mitigation plan, adopted in accordance with the federal Disaster Mitigation Act of 2000 (Public Law 106-390), on or after January 1, 2017, or, if a local jurisdiction has not adopted a local hazard mitigation plan, beginning on or before January 1, 2022, the safety element shall be reviewed and updated as necessary to address climate adaptation and resiliency strategies applicable to the city or county. This review shall consider advice provided in the Office of Planning and Research’s General Plan Guidelines and shall include all of the following:...”

The City is currently updating and expanding its Climate Action Plan as a new Sustainability Action Plan that addresses climate mitigation and greenhouse gas reduction; adaptation; and other sustainability topics in order to meet the requirements of SB 379. The City has a draft Vulnerability Assessment. The Sustainability Action Plan is expected to be finalized and adopted in Fall 2021.

The draft Vulnerability Assessment is available online: <https://www.walnut-creek.org/home/showpublisheddocument?id=25735>. The project website is [www.walnut-creek.org/sap](http://www.walnut-creek.org/sap).

The City adopted ABAG’s LHMP in 2007, which is valid until 2023. Contra Costa County is currently in the process of updating a countywide local hazard mitigation plan, and the City expects to begin work on its LHMP update later this year. For more information on the County’s LHMP update:

- <https://www.contracosta.ca.gov/6415/Local-Hazard-Mitigation-Plan>
- <https://www.contracosta.ca.gov/6842/Draft-Local-Hazard-Mitigation-Plan-Update>

Please discuss how this Vulnerability Assessment, Sustainability Action Plan, and LHMP can be used to help meet the Housing Element and Safety Element requirements, and what further work the Consultant may need to complete to comply with Government Code section 65302(g)(4) as needed.

- **Safety Element: Evacuation Routes.** Government Code section 65302(g)(5) states that “Upon the next revision of the housing element on or after January 1, 2020, the safety element shall be reviewed and updated as necessary to identify residential developments in any hazard area identified in the safety element that do not have at least two emergency evacuation routes.”

In addition, Government Code section 65302.15 (a) and (b) states that “Upon the next revision of a local hazard mitigation plan, adopted in accordance with the federal Disaster Mitigation Act of 2000 (Public Law 106-390), on or after January 1, 2022, or, if a local jurisdiction has not adopted a local hazard mitigation plan, beginning on or before January 1, 2022, the safety element adopted pursuant to subdivision (g) of Section 65302 shall be reviewed and updated as necessary to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios. A county or city that has adopted a local hazard mitigation plan, emergency operations plan, or other document that fulfills commensurate goals and objectives may use that information in the safety element to comply with this section and, in that event, shall summarize and incorporate into the safety element that other plan or document...”

- The City has an adopted Emergency Management Plan that is administered by the City Manager’s Office: <https://www.walnut-creek.org/home/showdocument?id=24547>

The Consultant should include all work necessary to comply with Government Code section 65302(g)(5) and section 65302.15 (a) and (b) as needed.

### **VIII. Proposal Content/Format**

Prepare and organize the proposal based upon the requirements below. At a minimum, responses shall include the underlined information, organized as separate sections. The proposal shall be limited to 15 double-sided pages (total of 30-pages, not including resumes), prepared on 8½” by 11” page size, and in 12-point font. Electronic proposal submittals via email are required. The cover and table of contents will not count toward the page limit. The font size limit does not count toward graphics and captions. Tables and footers should use 12 point font. The Consultant is requested to include the following information in the proposal:

1. **Cover letter:** A cover letter signed by a partner or officers of the firm authorized to solicit business and enter into contracts for the firm indicating the firm’s interest for RFP consideration. The letter shall include contact information of a primary contact person, if different from the authorizing official. The letter shall indicate if there are any conflicts that would limit the Consultants ability to provide services requested in this RFP.
2. **Project Approach:** Provide a proposed overview of the project’s principal elements and challenges, and demonstrate an understanding of the projects goals and objectives while describing the best approach to accomplish the required scope of services. Outline internal protocol for ensuring clear communication between the City, Consultant, and all subcontractors.

3. **Scope of Work:** Explain in detail the proposed work program, including all anticipated tasks, subtasks, and deliverables to address the RFP scope of work.
4. **Schedule:** Describe the time schedule for each proposed task and subtask in the scope of work. The schedule should be provided in a timeline chart, by task, including project milestones and deliverables. Staff review, community outreach and engagement, and Commission and Council meetings should be accounted for in the schedule. Show how the Opportunity Site Inventory can be frontloaded or completed concurrently with other tasks earlier in the schedule. The schedule should assume City Council adoption in October 2022 and a first submittal to the state HCD in November 2022. If the City is awarded REAP grant funding for a portion of this scope of work, all REAP funded activities must be completed by September 30, 2023.
5. **Project Team:** Prepare a diagram demonstrating roles and relationships of key staff assigned to the project. The proposal shall list all sub-consultants proposed for this project and identify key personnel, their qualifications, and specific responsibilities. Describe the activities of the designated Project Manager, any lead, and supporting personnel. If there is a team of consultants, a member of the primary consultant team should be clearly designated as the Project Manager.
6. **Consultant Firm and Key Staff Qualifications and Experience:** Provide a brief summary of the consultant firm(s) and key staff qualifications and experience relevant to the scope of work described in this RFP. Emphasize specific qualifications and experience with engagements of similar scope and complexity.
7. **Substitutions in Consultant's Staff:** The City, at its direction, may allow substitutions in the Consultant's staff in the event an employee(s) leaves or is unable to perform their duties.
8. **Similar Projects and References:** Provide a description of at least two (2) similar, completed projects, as well as similar projects underway by your project team. Provide at least three (3) references (names, email addresses, and current phone numbers) from previous similar work (last five years) prepared by members of the project team, including sub-consultants. Include a brief description of the role associated with the reference, and the role of the respective team member.
9. **Price Proposal:** A "Not to Exceed" maximum dollar amount with the listed costs to complete the scope of work, including expenses and any sub-consultant work is required. The City has estimated the budget to be approximately \$250,000, with a minimum additional contingency of 10 percent (\$25,000), for a total of \$275,000. However, proposers are encouraged to submit a cost-effective budget and optional tasks as needed. The City will evaluate proposals that are outside of the estimated budget. All sub-consultants shall be billed through the primary consultant. A price proposal shall be submitted to include the level of service to be provided by each staff member, broken down by task, the corresponding hourly fees, and time allotted. Provide a current fee schedule of proposed compensation rates.
10. **Resumes:** List and provide resumes for committed individuals who will be assigned to the project team.

## **IX. General Requirements for Deliverables**

Provide a total of 32 hard copies, and two electronic copies: one in PDF format and one in the original editable format (i.e. Microsoft Word or Adobe Creative Cloud) as an attachment or in a

file link through a file hosting service for all public draft and final reports and plans. For public draft plans, provide 15 hard copies. For final plans, provide 17 hard copies. The City is only requiring hard copies of the public draft plan and final plan. Only electronic copies of administrative drafts are required. Hard copies of staff reports are not required. The deliverables for public and final drafts are to be mailed to:

**Community Development Department  
City of Walnut Creek—City Hall  
1666 N. Main Street, Walnut Creek, CA 94596  
Attn: Cara Bautista-Rao**

**X. Proposal Deadline/Terms**

**Proposal Deadline**

Proposals are due by 9:00 a.m. on Tuesday, June 29, 2021. **Electronic proposal submittals via email are required.** The submittal email may contain attachments or links to documents through file hosting services. Links to file hosting services are required for any submittals larger than 10 MB. The City’s email service may reject larger files without notifying the sender. Proposals must be clearly marked with the subject line “RFP: Housing Element” and emailed to:

Cara Bautista-Rao, Community Development Department  
Email: [bautista-rao@walnut-creek.org](mailto:bautista-rao@walnut-creek.org)

Late, mailed, hand delivered, or faxed proposals will not be accepted. It is the Consultant’s responsibility to ensure that their proposal is delivered and received by the submittal requirements specified herein, on or before the date and hour set. Proposals received after the date and time specified will not be considered.

**Terms and Conditions**

The terms and conditions of the Contract will be on a time and material basis with a not to exceed fee. The Consultant’s attention is directed to the attached sample Standard Consultant Services Agreement (Attachment 1). Please pay close attention to the insurance and indemnification requirements. None of the language in the Contract is negotiable.

**XI. RFP Schedule**

The following RFP schedule is subject to change at the discretion of the City. The City will provide sufficient advance notice to Consultants in the event of schedule changes.

Milestone	Date
Request for Proposal Issued	June 3, 2021
Final Date to Submit Questions about this RFP	June 11, 2021
City Issues Responses to Written Questions	June 16, 2021
Proposals Due	June 29, 2021 (9 AM)
Interviews	July 6- July 13, 2021
Selection & Completion of Contract Negotiations	July 14 – July 20, 2021
City Council Authorization to Enter into Contract	August 3, 2021
Successful Firm Begins Work	August 23, 2021

## **XII. Evaluation Criteria and Selection Process**

A selection team from the City will evaluate the submitted proposals and may contact persons involved in former or current projects done by the proposing Consultant, including but not limited to reference contacts. Following evaluation of the written proposals, selected consultant teams will be invited for presentations and interviews. City staff intends to schedule interviews for select consultant(s) for early July 2021. A final consultant selection and contract negotiations will begin mid-July 2021. Following City's Council's authorization to enter into a contract and the execution of the Consultant Services Agreement approximately two weeks later, it is anticipated that the selected Consultant begin work immediately.

The proposal should enable the selection team from the City to evaluate the firm's qualifications through a review and interview process, and to select the most qualified consultant to provide the specified services.

1. **Evaluation Criteria.** The following are the critical areas of the proposal to be evaluated by the Selection Committee:

**Quality and Completeness:** Does the described plan and approach to deliver services adequately address those identified in the RFP?

**Organization:** Does the Consultant offer the quality of services required for the types of projects listed in the Scope of Work? Does the firm organizational structure show sufficient depth for its present workload? How would the project described in this RFP fit into the schedule?

**Staff:** Do the qualifications of key project team members to be assigned to the project coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience and professional qualifications?

**Experience:** Has the Consultant demonstrated the ability to successfully provide services for projects of similar complexity and nature as described herein?

- Understanding of Housing Element Update preparation and development process;
- Extensive knowledge of state housing laws and requirements;
- Understanding of the Regional Housing Needs Assessment (RHNA) allocation; and
- Ability to work with HCD on getting complex housing elements certified by HCD.

**Specific Management Approach:** Has the Consultant described its ability to achieve budget and project delivery goals for projects of similar complexity and nature as described in the Scope of Work? How will the firm apply its management techniques and resources?

**Reputation:** Are the Consultant's references from past clients, associates, or any publicly available source favorable?

**Familiarity with Locality:** Does the consultant team demonstrate familiarity with the City of Walnut Creek and the project location? Does the Consultant's proposal include a context-sensitive approach to the project outlined in the scope of work?

2. **Selection Process.** The City desires to retain the services of a firm that has significant housing, planning, and community engagement experience. The City reserves the right

to invite the top candidate(s) for an oral interview, or to request additional information. At the conclusion of interviews the City will undertake contract negotiations with the top-ranked Consultant.

3. **Disqualification.** The City reserves the right to reject all proposals that are inappropriate, inadequate, or incomplete. The highest rated candidate may be invited to negotiate a final agreement. If an agreement is not reached, negotiations may be terminated and commenced with the next most qualified candidate. The City's ultimate acceptance of any proposal and decision to negotiate and enter into a final agreement with any party will be based on a combination of the above-referenced evaluation criteria and a determination of the best overall value for the City.

### **XIII. Budget**

The budget is estimated to be approximately \$250,000, with a minimum additional contingency of 10 percent (\$25,000), for a total of \$275,000. However, proposers are encouraged to submit a cost-effective budget and optional tasks as needed. The City will evaluate proposals that are outside of the estimated budget.

### **XIV. Payment**

The Consultant shall prepare and submit one invoice per month to the City for all the completed tasks/deliverables in a calendar month. The payment shall be approved once the City approves of the task completion and/or deliverable. All invoices shall follow the consultant invoicing procedure outlined in the Consultant Services Agreement, which is attached to this RFP. Each invoice shall be submitted along with a cover memo summarizing the work completed that month, by scope task. Please review the City agreement, and confirm your willingness to follow the procedure outlined in the document. E-mail invoices to the Project Manager.

### **XV. Addenda and Interpretation**

The City shall not be responsible for, nor be bound by any oral instructions or interpretations or explanations issues by the City or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, you may request clarification in writing with specific questions. The request for clarification must be emailed to:

Cara Bautista-Rao, Community Development Department

Email: [bautista-rao@walnut-creek.org](mailto:bautista-rao@walnut-creek.org)

Such requests for clarification shall be emailed to the City by 5:00 p.m. on Friday, June 11, 2021. Any City response for clarification will be made in the form of an addendum to this RFP and will be sent to all parties to whom this RFP has been issued by 5:00 p.m. on Wednesday, June 16, 2021. All addenda shall become part of this RFP.

### **XVI. Indemnification and Insurance Requirements**

The selected Consultant, at Consultant's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain at least all the insurance requirements outlined in the City's Standard Consultant Services Agreement (see Attachment 1). All policies, endorsements, certificates, and/or binders shall be subject to approval by the City of

Walnut Creek as to form and content. The selected Consultant agrees to provide the City with a copy of said policies, certificates, and/or endorsements. The selected Consultant shall satisfy these insurance requirements prior to approval of the Agreement.

## **XVII. General Requirements**

**Collusion:** By submitting a response to the RFP, each Consultant represents and warrants that its response is genuine and is not made in the interest of or on behalf of any person not named therein; that the Consultant has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Consultant has not in any manner colluded to secure any improper advantage over any other person submitting a response.

**Gratuities:** No person will offer, give or agree to give any City employee or its representatives any gratuity, discount, offer of employment, or other financial advantage in connection with the award of contract by the City. No City employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, discount, offer of employment, or other financial advantage in connection with a City contract.

**Required Review and Waiver of Objections by Vendor:** Consultants should carefully review this RFP and all attachments, including but not limited to the Standard Master Services Agreement, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Protests based on any objection will be considered waived and invalid if these faults have not been brought to the City’s attention.

**Proposal Withdrawal:** To withdraw a proposal, the Consultant must submit a written request, signed by an authorized representative, to the RFP Contact Person. After withdrawing a previously submitted proposal, the Consultant may submit another proposal at any time up to the deadline for submitting proposals.

**Proposal Errors:** Consultants are liable for all errors or omissions contained in their proposals. Consultants will not be allowed to alter proposals after the deadline for submitting a proposal.

**Incorrect Proposal Information:** If the City determines that a Consultant has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the vendor knew or reasonably should have known was materially incorrect, that proposal may be determined non-responsive, and the proposal may be rejected at the City’s sole discretion.

**Right to Refuse Personnel:** The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors. The City reserves the right to interview and approve Consultant’s key staff. Consultant’s staff may be subject to the City’s background and drug testing processes at any time.

**Proposal of Additional Services:** If a Consultant indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

**Licensure:** Before a contract pursuant to this RFP is signed, the Consultant must hold all necessary, applicable business and professional licenses, including, but not limited to, a City of Walnut Creek Business License. The City may require any or all Consultants to submit evidence of proper licensure.

**Conflict of Interest and Proposal Restrictions:** By submitting a response to the RFP, the Consultant certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, gifts, or other compensation in exchange for acting as an

officer, agent, employee, subcontractor, or Consultant to the vendor in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP. Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other vendors, and said individual, company, or other entity may not submit a proposal in response to this RFP.

**Contract Negotiations:** After a review of the proposals and completion of the reference checks, interviews, and demonstration, the City intends to enter into contract negotiations with the selected Consultant. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City may open negotiations with the next ranked Consultant or reject all proposals and reissue the RFP.

**Right of Rejection:** The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety. Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Vendors must comply with all of the terms of this RFP and all applicable State laws and regulations. Consultants may not restrict the rights of the City or otherwise qualify their proposals. If a Consultant does so, the City may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected. The City reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the vendor from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any vendor to strict compliance with the RFP.

**Disclosure of Proposal Content:** All proposals and other materials submitted in response to this RFP procurement process shall become the property of the City, considered public records, and are subject to disclosure. Selection or rejection of a proposal does not affect this right. All proposal information will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (California Government Code Section 6250 et. seq.). By submitting a proposal, the Consultant acknowledges and accepts that the contents of the proposal and associated documents are public records and will become open to public inspection. If a Consultant submits an entire proposal marked confidential, it will be considered non-responsive.

Each Consultant should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information, which a Consultant submits, is a trade secret. If a request is made for information marked “confidential,” the City will provide the Consultant who submitted such information with reasonable notice to allow the Consultant to independently seek protection from disclosure by a court of competent jurisdiction.

**Severability:** If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights

and obligations of the City and Consultants will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

**RFP and Proposal Incorporated into Final Contract:** This RFP and the successful proposal will be incorporated into the final contract.

**Proposal Amendment:** The City will not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the City.

**Consultant Participation:** The City reserves the right to share with any Consultant of its choosing this RFP and proposal responses in order to secure a second option. The City may also invite said Consultant to participate in the Proposal Evaluation process.

**Warranty:** The selected Consultant will warrant that the proposed solution will conform in all material respects to the requirements and specifications as stated in this RFP and as demonstrated during the evaluation process. In addition, the requirements as stated in this RFP will become part of the subsequent agreements.

**Rights of the City:** The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening proposals if necessary for any reason;
- Remedy errors in the Request for Proposal process;
- Approve or disapprove the use of particular subcontractors;
- Negotiate with any, all, or none of the Consultants;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the proposals;
- Enter into an agreement with another Consultant in the event the originally selected Consultant defaults or fails to execute an agreement with the City; and
- An agreement will not be binding or valid with the City unless and until it is approved by the City Council and/or executed by authorized representatives of the City and of the vendor.

## **XVIII. Other Notes**

This RFP does not commit or require the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interest of the City to do so. Furthermore, the City will not negotiate or enter into any contract based solely on price, but instead will consider the best overall value for the benefit of the City.

The City reserves the right to accept or reject any and all submitted Proposals, to waive minor irregularities, to request additional information from the responsive Consultant at any stage of the evaluation, to not conduct oral interviews or presentations, and to choose the Consultant which in its opinion best serves its interest. Submissions from Consultant not chosen to perform the work will not be returned.

## **XIX. REAP Requirements**

If ABAG awards the City non-competitive REAP grant funding for the Opportunity Sites Inventory portion of this scope, the Consultant will be required to abide by all state and ABAG requirements for REAP funding. Per ABAG requirements, all REAP funded activities must be completed by September 30, 2023. Information on REAP requirements is available here:

- <https://www.hcd.ca.gov/grants-funding/active-funding/reap.shtml>
- [https://abag.ca.gov/sites/default/files/applicant\\_guide\\_reap\\_pda\\_loi.pdf](https://abag.ca.gov/sites/default/files/applicant_guide_reap_pda_loi.pdf)

## **XX. Attachments**

1. Standard Consultant Services Agreement

**City of Walnut Creek  
CONSULTANT SERVICES AGREEMENT**

THIS CONSULTANT SERVICES AGREEMENT (“Agreement”) is entered into on \_\_\_\_\_, 2021, between the City of Walnut Creek, a California municipal corporation (“City”), and \_\_\_\_\_ (“Consultant”).

**RECITALS**

- A. The City wishes to contract for professional consulting services.
- B. Consultant has the skill, experience, ability, background, certification and knowledge to provide the services. The City has reviewed and accepted Consultant’s qualifications.
- C. Consultant wishes to perform such professional services under agreement with the City.

NOW, THEREFORE, in consideration of the terms in this Agreement, the City and Consultant agree as follows:

**AGREEMENT**

- 1. **Services.** Consultant shall provide the professional services described in Exhibit A. The time of performance of the services under this Agreement is important to the City, and the time deadlines identified in Exhibit A shall be strictly construed.
- 2. **Compensation and Payment.**
  - a. Compensation. As full consideration for the performance of services under this Agreement, City agrees to pay Consultant, and Consultant agrees to accept from City, an amount not to exceed \$\_\_\_\_\_, including an accounting of time and materials expended for the entire project. Time and materials shall be billed at the rates set forth in Exhibit B.
  - b. Payment. Consultant shall bill City monthly for work completed, and City agrees to pay the invoice within 30 days of receipt.
  - c. Additional Services. Any additional services required beyond those set forth in this Agreement shall be performed only if mutually agreed to in writing by the parties.
- 3. **Term; Termination.**
  - a. Term. This Agreement shall begin upon execution by both parties and remain in effect until terminated under subsection (b).
  - b. Termination. City may terminate this Agreement without cause at any time and for any reason upon 10 days written notice to the Consultant. Upon receipt of any notice of termination, and if requested to do so by the City, Consultant shall stop work at the stage directed by City and shall deliver all drawings, specifications and documentation developed as of that stage. Consultant shall accept as full payment for services rendered to the date of termination a pro rata share of the total Agreement payment based on the portion of work actually performed.

4. **Professional Efforts.** Consultant shall perform all services required in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices his profession.

5. **Responsible Personnel.** Consultant represents that it is fully qualified to perform the services under this Agreement. Consultant represents and warrants to the City that Consultant has, and at all times during the performance of this Agreement shall, maintain all licenses, permits, qualifications, and approvals that are required for Consultant to practice Consultant's profession. Consultant shall assign only competent personnel to perform services under this Agreement. If the City, in its sole discretion, at any time, wishes the removal of any person(s) assigned by Consultant to perform services, Consultant shall remove any such person immediately upon receiving notice from the City.

*[For projects involving Federal funding only; delete for all others.]* Contractor is not debarred or suspended under Federal law and shall not use funds provided under this Agreement directly or indirectly to employ or engage the services of any subcontractor during any period of disbarment, suspension or placement in ineligible status under Title 2 Code of Federal Regulations Part 180. Further, Contractor has signed the Debarment and Suspension Certification attached as Exhibit C.

6. **Facilities and Equipment.** Consultant shall, at its sole cost, expense, and liability; furnish all facilities and equipment that may be required for providing services under this Agreement.

7. **Independent Contractor.** Consultant, its agents, employees and independent contractors are and shall at all times remain as to the City wholly independent contractors. Neither the City nor any of its officers or employees shall have any control over the manner by which the Consultant performs this Agreement and shall only dictate the results of the performance. Consultant shall not represent that Consultant or its agents, employees or independent contractors are agents or employees of the City. Consultant is responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Consultant shall obtain no rights to retirement benefits or other benefits that accrue to City's employees, and Consultant hereby waives any claim it may have to those rights. Except as the City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the City or to bind the City to any obligation.

8. **Interest of Consultant.** Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the geographical areas likely to be covered by this Agreement, or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's services under this Agreement. Consultant further covenants and represents that, in the performance of its duties; no person having any such interest shall perform any services under this Agreement.

If Consultant is determined to be a "Consultant" or a "designated employee" within the meaning of the Political Reform Act, Consultant will comply with the requirements of that Act by submitting a Statement of Economic Interest Form 700. (2 Cal. Code of Regs. §18701(a)(2).)

9. **Accounting Records.** The Consultant agrees to maintain all records and other evidence pertaining to costs incurred and work performed, and shall make them available at the Consultant's office during the Agreement period and thereafter for a period of three years from the date of receipt of final payment.

10. **Ownership of Documents and Data.** All data, maps, photographs, and other material collected or prepared under this Agreement, and all documents of any type developed or obtained by Consultant in the performance of this Agreement, shall become the property of the City.

11. **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 any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8. Except as otherwise authorized by Civ. Code § 2782.8, the cost to defend charged to any "design professional" shall not exceed the design professional's proportionate percentage fault.)

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 12 relating to insurance.

12. **Insurance.** Consultant shall procure and maintain at its sole cost for the duration of this Agreement the following insurance:

- a. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - (1) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
  - (2) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
  - (3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
  - (4) Errors and omissions/Professional liability insurance for all design professionals such as architects, landscape architects or engineers.
- b. Minimum Limits of Insurance. Consultant shall maintain policy limits of no less than:
  - (1) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be double the combined single limit, with completed operations coverage.
  - (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions/Professional Liability: \$1,000,000 per claim and annual aggregate. If Consultant maintains higher limits than the minimum required by this contract, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

c. Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions. The policies shall contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverage.

(a) The City, its officers, officials, employees, agents and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

(b) Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

(d) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Consultant for the City.

(3) Errors and Omissions/Professional Liability Coverage. Consultant's insurance shall include minimum Extended Reporting Period Coverage of three years.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

f. Verification of Coverage. Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete certified copies of all required insurance policies, at any time.

13. **Miscellaneous Provisions.**

a. Notice. Any notice to be given under this Agreement shall be given by enclosing it in a sealed envelope, first-class postage prepaid, and depositing it in the United States mail, addressed to the party at the following address. Notice shall be deemed received three business days after mailing, or upon personal delivery.

CITY: City of Walnut Creek  
Attn: \_\_\_\_\_  
1666 North Main Street  
Walnut Creek, California 94596

CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Assignment. This Agreement contemplates the personal services of Consultant and its employees and it is understood by both parties that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. Consultant shall not assign, subcontract or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the City.

c. Business license. Consultant shall obtain a City business license before beginning work under this Agreement.

d. Prohibited Interests. No officer or employee of the City shall have any direct financial interest in this Agreement. This Agreement is voidable at the City's option if this provision is violated.

e. Governing Law; Venue. California law shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in the County of Contra Costa, California.

f. Incorporation. The Preamble, the Recitals, Exhibits and all defined terms set forth in both are incorporated into this Agreement by this reference. If there is a conflict between the body of this Agreement and an exhibit prepared by Consultant, the body of the Agreement shall control.

g. Severability. Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

- h. Authority. All parties executing this Agreement represent and warrant that they are authorized to do so.
- i. Entire Agreement; Amendments. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.
- j. Non-waiver. A party's waiver of any term shall not be deemed a continuing waiver or a waiver of any other term.
- k. Counterparts. This Agreement may be executed in counterparts.

14. **Signatures.**

CITY OF WALNUT CREEK	CONSULTANT
By: _____ City Manager	By: _____ Its: _____
Approved as to Form:	City business license # _____
By: _____ City Attorney	

Exhibits:

- A Scope of Services (Agreement Section 1.)
- B Rates for time and materials (Agreement Section 2.a.)
- C Debarment and Suspension Certification (Agreement Section 5.) [For projects involving Federal funding only]**

**Exhibit A**  
**Scope of Services**

*[to be completed by staff]*

**Exhibit B**  
**Rates for Time and Materials**

*[to be completed by staff]*

**Exhibit C**  
**City of Walnut Creek**  
**Debarment and Suspension Certification**  
(For projects involving federal funding)

Title 2, Code of Federal Regulations, Part 180, Section 180.335

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated with the Bidder (in the capacity of owner, partner, director, officer, manager):

- (a) Is not currently excluded or disqualified by any Federal agency;
- (b) Has not been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. 180.800(a) (Causes for Debarment), or had a civil judgment rendered against him/her for one of those offenses;
- (c) Is not currently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed in 2 C.F.R. 180.800(a); or
- (d) Has not had any public transactions (Federal, State or local) terminated within the preceding three years for cause or default.

If there are any exceptions to this certification, insert the exception in the following space. For each exception, indicate to whom it applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of your participation. (2 C.F.R.180.340.)

Signed: \_\_\_\_\_

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

Initials of City staff member checking EPLS (<http://epls.gov>): \_\_\_\_\_  
(2 C.F.R. 180.300.)