



## **REQUEST FOR QUALIFICATIONS**

**For**

**On-Call Consultant Environmental Services**

**Distributed June 21, 2024**

SOQ submittal deadline:  
**3:30 pm on July 1, 2024**

City of Walnut Creek  
Community Development Department, Second Floor 1666 North Main  
Street Walnut Creek, CA 94596  
Attn: Sung Kwon  
Assistant Director, CDD  
(925)943-5899, ext.  
2234  
kwon@walnut-creek.org

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The City of Walnut Creek (City) is a full-service municipality serving 70,000 residents and is located in the greater San Francisco Bay Area. The City is approximately 19.8 square miles in size and has a work force of approximately 350 employees.

The City, through the Community Development Department, requests a Statement of Qualifications (SOQs) from firms desiring to provide On-Call Environmental Services for development projects submitted to the Planning Division as they become available.

The Planning Division seeks to pre-qualify Planning Consultants (“Consultant”) to support staff in the review and hearing process to include services such as but not limited to preparation of initial study checklists, negative declarations (ND), and mitigated negative declarations (MND) expanded initial studies, and environment impact reports (EIR) as well as their required noticing documents. The scope would also include the technical expertise and reporting necessary to analyze any potential impacts including but not limited to: visual, noise, traffic, air quality, greenhouse gas, hydrology, geotechnical, biological, cultural and historic resources.

### **A. Purpose for Request**

The purpose of this Request for Qualifications (RFQ) is to obtain SOQs from environmental consulting firms, to evaluate their qualifications through an interview process, and to select the most qualified firm(s) to enter into a Master Services Agreement (MSA) to provide consultant services for potential upcoming City development projects. It is expected that least three (3), but no more than five (5) qualified firms will be selected. The City at its sole discretion may increase or decrease the number of slots for selected firms.

### **B. Scope of Project**

The project scope will be developed on a project-by-project basis and will be defined in each task order issued under a master agreement. Consultant shall provide services on a task order basis for the specific development applications. Development applications may be assigned in a rotational manner, according to specific expertise or by other means. An application may be given to one or more firms. The Consultant(s) would respond with an estimate of time allocation for the tasks and costs for the specific project, based on the staff and their hourly rates previously submitted with the responses to this RFQ. The City would then review the scope and the project specific proposal with the Consultant and negotiate a schedule and a not to exceed cost. A Task Order could then be issued with the full scope of work and cost identified.

### **C. Terms and Conditions**

The selected consultants will work under a master agreement for work over the next five years. The terms and conditions of the master agreement will be on an agreed time and material basis with a not to exceed fee. The maximum cumulative value of all task orders under each master agreement shall not exceed \$5,000,000. The selected

consultant will be responsible for sub-consulting as required. The respondents' attention is directed to the template Master Services Agreement (MSA) and Task Order attached and incorporated herein. Please pay close attention to the insurance and indemnification requirements. All selected Consultants must be prepared to enter into the Master Services Agreement/Task Order, to comply and perform its terms, and to provide required insurance. None of the language in the MSA or task order is negotiable.

**D. Desired Qualifications of the Consultant**

- a. Eligible firms shall be those with appropriate, relevant, and demonstrated knowledge of environmental consulting for the purposes of satisfying California Environmental Quality Act (“CEQA”) requirements for certain and specific development projects that are submitted to the City’s Planning Division and policy/program studies.
- b. Eligible firms shall be those with appropriate, relevant and demonstrated experience in environmental and biological assessments for consultant work completed within the list five (5) years; and/or
- c. Eligible firms shall be those with appropriate, relevant, and demonstrated experience in preparing environmental impact studies for consultant work completed within the last five (5) years; and/or
- d. Eligible firms must have a principal office located in the San Francisco Bay Area.

**E. Selection Criteria**

A review committee will use the following selection criteria to evaluate the SOQs:

Evaluation Criteria	Maximum Possible Points (100)
Overall Quality of Submittal	10
Overall Experience: <ul style="list-style-type: none"> <li>• Other projects similar in scope</li> <li>• Other similar projects recent in time</li> <li>• References from other projects</li> <li>• Any other topics identified in Subsection D, above</li> </ul>	20
Experience within the San Francisco Bay Area	20
Experience within cities of similar size	10
Experience in Walnut Creek	10
Project Management and Staff Experience (both general and specific)	20
Ability to respond in a timely manner	10

## **F. Time Frame, Deadlines, and Procedures for submitting SOQ**

After the RFQ has published, all questions are to be submitted to [kwon@walnut-creek.org](mailto:kwon@walnut-creek.org) by June 25, 2024 at 3:00 pm.

SOQs meeting the above stated requirements are due no later than 3:30 pm on July 1, 2024. Two (2) hard copies and One (1) digital copy of the SOQ submittal, as described in Section G, below, shall be enclosed in a sealed envelope identified clearly with the words “Statement of Qualifications – On-Call Environmental Planning Consulting Services” addressed to:

Sung H. Kwon  
Assistant Director of Community Development City of Walnut Creek  
Community Development Department – Planning Division  
1666 North Main Street  
Walnut Creek, CA 94596.

Submittals not actually received by the City prior to the deadline identified above will not be considered, regardless of when they were sent.

An respondent may withdraw and resubmit a proposal prior to the SOQ submission deadline. No re-submissions will be allowed after the submission deadline.

## **G. Format of SOQ**

The submittal is to be prepared in a wire or plastic-bound "8 ½ x 11" format and limited to 15 pages, including brochures. Covers and dividers are not included in the page count. 11" X 17" sheets may be used for specialized graphics. In addition, any information that needs to be returned should not be submitted. The Consultant is requested to include the following information in the SOQ. It is expected that the SOQs will follow the order listed below:

- a. Cover letter introducing the firm and describing the work in which the firm is engaged. Describe why the firm wants to be considered and provide any other information that the respondent feels necessary. Provide the location of the office that will be performing the work.
- b. Reference related work which best illustrates the firm’s qualifications for this project. The City may contact the references provided; contact any respondent to clarify any response; contact any current users of a respondent’s services; solicit information from any available source concerning any aspect of an SOQ; and seek and review any other information deemed pertinent to the evaluation process.
- c. Include a complete disclosure of any alleged significant prior or ongoing contract failures, suspensions, any civil or criminal litigation or

investigation pending which involves the respondent or in which the proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any respondent.

- d. List and provide resumes for the Project Manager and key personnel for the project. Resumes should demonstrate experience in planning and CEQA documentation.
- e. A list of proposed sub-consultants, and a description of their proposed services.
- f. List of contracts/agreements terminated for convenience or default within the past three years, if any.
- g. List any litigation that now affects or may affect in the future consultant firm's ability to perform, or any conflicts of interest or conflicts that could arise based on the firm's personnel connections.
- h. Confirm the firms' ability to meet contract & insurance requirements.

#### **H. Short list selection process**

- a. A review committee will evaluate all responses to the RFQ that meet the submittal requirements and the submittal deadline. Those submittals that do not meet the submittal requirements or the deadline will not be considered.
- b. The SOQs will be ranked in accordance with the points received, and a short list of consultant firms will be established. If necessary, potential consultants will be contacted in writing for interview. It is anticipated that short listed consultant firms will include at least three (3), but no more than five (5) firms. This number may be modified at City's sole discretion. The City reserves the right to select a Consultant without conducting interviews

#### **I. Finalist selection process**

- a. If necessary, a single set of interviews with the top ranking respondents may be held in order to establish the final ranking. Approximately thirty (30) minutes will be allowed for presentations and fifteen (15) minutes for questions by the review committee. The respondent's proposed Project Manager must lead the presentation.
- b. At the time of the interview, consultant firms shall provide resumes of key personnel they intend to use on the project.
- c. A City staff review committee will evaluate the finalist respondents.

- d. The review committee will rank the respondents. Final ranking of respondents will be based both on the Statement of Qualifications and ratings from the interviews.
- e. Based upon the interview and evaluation of the proposals, the top-ranked applicants will be recommended to the City Council for award of a Master Agreement. Final selection of Consultants and authority awarding the contract shall be at the sole discretion of the City Council. Any contract resulting from this RFQ shall not be effective unless and until approved by the appropriate City officials.
- f. If the City proceeds with a Master Agreement with a selected Consultant, the City may negotiate a project task order with each selected consultant based on their unique characteristic and talent as City projects become available. Initiation and negotiation of a task order shall be at the sole discretion of the City. If the City and the Consultant cannot reach agreement in the negotiation, the City will terminate negotiation and, at its option, negotiate with the next selected consultant.
- g. Being selected under this solicitation will not preclude the consultant from being considered for any other projects advertised by the City, unless otherwise required by law.

**J. Anticipated Consulting Firm Selection Schedule**

<b>Date</b>	<b>Description</b>
<b>June 21, 2024</b>	<b>Distribution of Request for Qualifications</b>
<b>June 25, 2024</b>	<b>Question Submission Deadline</b>
<b>June 27, 2024</b>	<b>Question Response Deadline</b>
<b>July 1, 2024</b>	<b>Statement of Qualifications Due</b>
<b>July 8, 2024</b>	<b>Notification of Short List of Candidate Firms and schedule interviews</b>
<b>July 15-17, 2024</b>	<b>Approximate date for interviews, if necessary</b>
<b>July 26, 2024</b>	<b>Estimated Date of Contract Award Notification</b>
<b>August 6, 2024</b>	<b>Estimated Date of City Council Approval</b>
<b>September 1, 2024</b>	<b>Estimated Contract Start Date</b>

**K. Additional Services**

The consultant may be asked, at the CITY’s discretion, to perform additional related tasks in addition to those currently anticipated above. The consultant should therefore have the capability to provide related tasks such, Findings of no significant impacts (FONSI), other National Environmental Policy Act (NEPA) documents, etc.

Being selected or rejected under this solicitation will not preclude the consultant from being considered for any other related opportunity advertised by the City.

## **L. Maintenance of List**

The City may, at its sole discretion, elect to use the list established by this selection process to provide services for one or more of the projects described in this RFQ. The CITY may also select more than one consultant to fulfill the City 's needs described in this RFQ, if it is deemed in the best interest of the City . The City may issue subsequent RFQ's for any of this work and related future work.

## **M. Terms of RFQ**

Respondent understands and acknowledges that the representations below are material and important and will be relied on by the City in evaluation of the proposal. Submission of an SOQ for this RFQ shall constitute an agreement to all terms and conditions specified in the RFQ.

### General Conditions

The City reserves the right, at its sole discretion, to alter, amend, modify or cancel this solicitation at any time, including the modification of the deadlines and schedule and/or the scope of work, or to withdraw this solicitation, in whole or in part, at any time prior to the award of a contract pursuant hereto.

This RFQ is not an offer by the City to contract with a proposer responding to this RFQ. This RFQ does not commit the City to award a grant, enter into an agreement, to pay any costs incurred in the preparation of a proposal for this RFQ or any related submittal materials or to procure or contract for any services. Each respondent submitting an SOQ in response to this RFQ acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are the respondent's sole responsibility and the City shall not, under any circumstances, be responsible for any cost or expense incurred by the respondent.

The City reserves the right to: accept or reject any or all SOQs, in whole or in part, or to alter the selection process in any way; to issue addenda to clarify or modify the contents of this RFQ; to extend, shorten or postpone the selection process for its own convenience at any time; to waive any minor defects, irregularities, informalities, or irregularities in this RFQ or in SOQs received; to accept or reject any individual subconsultant that an respondent proposes to use; to request additional information and/or clarifications from any or all responders to this RFQ at any time; and to negotiate with any qualified respondents or to cancel the RFQ in part or whole at any time.

The City reserves the right to reject any SOQ based upon the respondent's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. This RFQ and the interview process shall in no way be deemed to create a binding contract or agreement of any

kind between the City and any respondent. The City is not obligated to select an respondent with no or unsatisfactory related experience.

Nondiscrimination

By submitting a response pursuant to this RFQ, an respondent represents that it and its subsidiaries and any proposed individual subconsultants do not and will not discriminate against any employee or respondent for employment on the basis of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliations or opinion, age or medical condition.

Public Records

All documentation and/or materials submitted with the response/SOQ shall remain the property of the City, treated as a public record, and will not be deemed confidential or proprietary. In the event that a proposer desires to claim portions of its proposal as exempt from disclosure as proprietary material or trade secret, it is incumbent upon the proposer to clearly identify those portions as proprietary or trade secret by marking the top of each sheet of the submittal with the following legend:

“CONFIDENTIAL INFORMATION”

If a request is made for information marked “confidential”, the City will provide the respondent who submitted such information with reasonable notice to allow the respondent to seek protection from disclosure by a court of competent jurisdiction.

Please note that although the California Public Records Act recognizes certain confidential proprietary/trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a proposer submits is a trade secret or proprietary. If a request is made for information marked trade secret or proprietary, and a requester takes legal action seeking release of the materials it believes does not constitute proprietary or trade secret information, by submitting a proposal in response to this RFP, a proposer agrees to indemnify, defend and hold harmless the City, its officials, representatives, agents, and employees, from any judgment, fines, penalties, and award of attorneys’ fees awarded against the City in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the conclusion of the RFQ or City’s award of a contract if any.

Execution of Master Agreement

By submitting a response to this RFQ, the selected consultant agrees to execute the Master Agreement with the City in the form attached to this RFQ as Attachment A. Respondents must be prepared to enter into the agreement under the standard terms and be able to provide the required insurance at its sole cost and expense. If the City is unable to negotiate a satisfactory agreement with the top-ranked consultant, with terms and conditions the City determines, in its sole judgment, to be fair and reasonable, the

City may elect to negotiate with the next qualified consultant. The City reserves the right to negotiate any and all terms of the Master Agreement and task orders, including the Term, Scope of Service and Compensation, with any Consultant or no consultants.

The selected Consultant is required to provide a valid City business license number prior to contract approval. Please note that changes to the selected Consultant's project personnel shall not be allowed without prior written approval by the City.

**Attachments:**

Attachment A – Form Master Services Agreement  
Attachment B - Form Task Order

## **ATTACHMENT A**

### **FORM**

**City of Walnut Creek**

### **MASTER CONSULTANT SERVICES AGREEMENT**

(for Planning Services)

THIS AGREEMENT is entered into between the City of Walnut Creek, a California municipal corporation ("City"), and \_\_\_\_\_ ("Consultant").

#### RECITALS

A. The City wishes to contract for the provision of environmental services related to Planning applications, as described by each Task Order.

B. Consultant has the skill, experience, ability, background, certification and knowledge to provide the services. Consultant qualifications have been reviewed and accepted by the City. Consultant desires to perform such professional services under agreement with the City.

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

#### AGREEMENT

1. **Services.** Subject to the terms and conditions set forth in this Agreement ("Agreement"), Consultant shall provide the professional environmental planning services as described in each Task Order provided by the City and coordinate activities so the project that is the subject of each Task Order is completed according to the City's requirements.

a. **Task Orders.** It is understood and agreed that each Task Order shall list the scope of services to be performed, the schedule for performance, any special conditions, and the form and conditions of compensation for services. A Task Order is effective only when signed by Consultant and the City Manager and Administrative Services Director, or their authorized representatives. The City shall designate a representative who shall be fully acquainted with the project and have authority within the limits of City policy to render decisions promptly.

The City will cooperate with Consultant and provide reasonable access to the site. Upon written request, the City shall provide all reasonably available information including reports, preliminary plans, maps, surveys, and other related information regarding its requirements for a project that is the subject of a Task Order. Consultant may reasonably rely on the accuracy and completeness of the information provided.

b. **Performance.** Consultant shall perform the services described in the Task Order. The time of performance of the services under this Agreement is important to the City, and all time deadlines identified in the Task Order shall be strictly construed.

#### 2. **Compensation and Payment.**

a. **Compensation.** As consideration for services, City agrees to pay Consultant, and Consultant agrees to accept from City as full compensation for the services, a fee that does not exceed the total budgeted amount detailed in each Task

Order. Consultant is under no obligation to provide continuing services for a Task Order when the fee reaches the budgeted amount, unless the Task Order is amended to reflect an increased amount. Each Task Order may reflect either a fixed fee amount or an hourly rate. The rates shall include all direct and indirect charges to each Task Order, except as noted in the Task Order. If Consultant uses subconsultants, those services shall be invoiced at cost plus a percentage as indicated in the Task Order. Consultant may revise the hourly rate schedule yearly, to take effect on the first day of January.

b. Payment. Consultant shall bill City monthly, and City agrees to pay the invoice within 30 days of receipt (with no retention withheld). Each payment shall be for the invoiced amount, with no retention. Consultant reserves the right to assess a 1 1/2 % per month (18% per year) service charge on any unpaid balances over 60 days.

### 3. Term; Termination.

a. Term. This Agreement shall begin upon execution by both parties and remain in effect until terminated by either party, under subsection b. The maximum term will be 5 years.

b. Termination. Either party may terminate the Agreement by giving seven days written notice to the other party. If City sends a termination notice, Consultant shall stop work at the stage directed by the City, and shall deliver all drawings, specifications, and documentation developed as of that time. Consultant shall accept as full payment either: (i) if the Task Order indicated an hourly rate, payment based on the hours worked up to the time of termination; or (ii) if the Task Order indicated a fixed fee, a pro rata share of the total Agreement based on the portion of work actually performed.

4. Professional Efforts; Responsible Personnel. Consultant shall perform all services required under this Agreement in the manner and according to the standards observed by a competent Bay Area practitioner of the profession in which Consultant is engaged. All products that Consultant delivers to City shall be prepared in a substantial, workerlike manner, and conform to the standards of quality normally observed by a person practicing in Consultant's profession. The City shall be the sole judge as to whether the product of the Consultant is satisfactory. Consultant shall be liable and, upon demand, shall reimburse City for additional costs incurred by the City as a result of Consultant's errors or omissions. Consultant makes no other warranty, express or implied.

Consultant represents that it and its employees are 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, desires the removal of any person or persons assigned by Consultant to perform services under this Agreement, Consultant shall remove any such person immediately upon receiving notice from the City.

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

5. 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 any such 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.

6. **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.

Consultant is not a "designated employee" within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (2 Cal. Code of Regs. §18701(a)(2).

7. **Accounting Records.** The Consultant agrees to maintain all records and other evidence pertaining to costs incurred and work performed under this Agreement, 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.

8. **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. Any re-use of designs without Consultant's written authorization will be at the City's risk.

9. **Indemnification.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein), arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant and its employees, agents and subconsultants, except where caused by the active negligence, sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers. (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.) 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 10 relating to insurance.

10. **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) Error's and Omissions/Professional Liability insurance for all design professionals such as architects, landscape architects or engineers. Architects' and engineers' liability coverage shall be endorsed to include contractual liability.

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, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(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.

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) All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after 30 days' prior written notice by mail has been given to the City.

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. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. 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.

11. **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: Sung Kwon, Assistant Director, CDD  
1666 North Main Street  
Walnut Creek, CA 94596-8039

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 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 shall be voidable at the option of the City if this provision is violated.

e. Governing Law; Litigation Expenses. 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 and all defined terms set forth in both are incorporated into this Agreement by this reference.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement on \_\_\_\_\_, 2024.

<p>CITY OF WALNUT CREEK</p> <p>By: _____ City Manager</p> <p>By: _____ Community Development Director</p> <p>Reviewed by:</p> <p>_____ City Attorney</p>	<p>CONSULTANT</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p> <p>City business license # _____</p>
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**ATTACHMENT B  
FORM  
City of Walnut Creek  
Master Consultant Services Agreement**

**TASK ORDER NO. \_\_**

**Project title:** \_\_\_\_\_

THIS TASK ORDER is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 between the City of Walnut Creek, a municipal corporation ("City"), and \_\_\_\_\_ California corporation [or indicate other form of entity] ("Consultant").

**RECITALS**

A. The City and Consultant have entered into a Master Consultant Services Agreement ("Agreement") dated \_\_\_\_\_ under which Consultant has agreed to perform certain professional consulting services for the City; and

B. The City wishes Consultant to perform certain tasks as set forth in this Task Order, which constitute the Project; and

C. All of the terms of the Agreement apply to this Task Order.

**AGREEMENT**

1. Scope of services. Consultant shall provide any and all of the services set forth in Attachment A of this Task Order, as directed by the City.

The professional services described in this Task Order shall be performed in part and supervised by \_\_\_\_\_. Additional professional services may be performed by other Consultant staff with prior notice and approval by City.

a. City's duties. The City will:

- (1) Determine the scope of services, as set forth in Exhibit A.
- (2) Make available the project plans and specifications and other City data related to the project, including full information as to the City's requirements.
- (3) Designate \_\_\_\_\_ as the person at the City responsible for monitoring performance under this Task Order.

b. Consultant duties. The Consultant will:

- (1) Provide tasks identified in Attachment A, Scope of Services.
- (2) Provide miscellaneous consulting and other services related to the Project and not stipulated elsewhere in this Task Order, when requested by the City in writing. A Task

Order Amendment is required if these additional services cannot be performed within the Task Order budget.

2. Date of completion; Work hours estimate; Cost estimate and budget; Fee schedule.

All work performed subject to this Task Order shall be completed prior to \_\_\_\_\_(the "Term"), unless the City grants a written extension of time.

***[NOTE: Choose appropriate highlighted section below. Yellow section is for ongoing plan check or inspection and is used with sample Attachment B. Blue section is for a specific project using consultant proposal as Attachment B.]***

With regard to each project given to Consultant that is subject to this Task Order, the time of completion, work hours estimate, cost estimate and budget and fee schedule are set forth in Attachment B to this Task Order, as follows:

- Time of completion: Attachment B, Section 1
- Work hours estimate: Attachment B, Section 2
- Cost estimate and budget: Attachment B, Section 3
- Fee schedule (Consultant's current hourly rate): Attachment C

The work hours estimate, cost estimate and budget and fee schedule are set forth in the attachments to this Task Order, as follows:

- Work hours estimate: Attachment B,
- Cost estimate and budget: Attachment B
- Fee schedule (Consultant's current hourly rate): Attachment C

3. Authorization to proceed.

The City will give Consultant authorization to proceed with the work specified in this Task Order only after Consultant submits updated insurance certificates and endorsements, in accordance with Section 10 of the Agreement.

4. Amendment of Task Order; Conflicts.

This Task Order may not be modified except by an Amended Task Order executed and approved in the same manner as the Task Order. If there is a conflict between this Task Order and the Agreement, this Task Order shall control.

IN WITNESS WHEREOF, the parties have executed this Task Order, as of the date first written above.

CITY OF WALNUT CREEK	CONSULTANT
By: _____ City Manager	By: _____
<b>Contents approved:</b>	
By: _____ Community Development Director	Name: _____
<b>Reviewed By</b>	
By: _____ City Attorney	Title: _____
I certify that adequate funds exist or will be received during the current fiscal year to pay the anticipated expenses to be incurred under this contract. Total: \$ _____ Account Code # _____	
_____ Finance Manager	