



CITY OF  
WALNUT  
CREEK

**REQUEST FOR PROPOSAL  
FOR:**

**Mobile Payment for Parking**

RFP # 2016-180-CMO

**ALL PROPOSALS MUST BE SUBMITTED TO:**

CITY OF WALNUT CREEK  
1666 N MAIN STREET  
WALNUT CREEK, CA 94596  
Attn: Carla Hansen, City Manager's Office  
[hansen@walnut-creek.org](mailto:hansen@walnut-creek.org)

**PRIOR TO AND NO LATER THAN 4:00 PM, February 19, 2016**

**RESPONSES WILL BE CONSIDERED FOR AWARD BY THE CITY OF WALNUT CREEK WITH ALL PROPOSALS FIRM FOR 90 DAYS FOLLOWING THE OPENING THEREOF.**

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### 1. Background

Walnut Creek, California is a thriving suburban community located just 25 miles east of San Francisco. Its 66,580 residents enjoy an exceptional quality of life that has become a hallmark of the City. Attractive neighborhoods, excellent schools, premier shopping, cultural art venues and fine dining have established Walnut Creek as one of California’s most desirable cities in which to live, work, and visit.

Known for being a well-planned city, downtown Walnut Creek one of the premier retail shopping districts in the San Francisco Bay Area and home to a wide range of first class retailers, fine dining restaurants and award-winning entertainment venues. Downtown retailers include Neiman Marcus, Nordstrom’s, Apple, Tiffany & Co, Pottery Barn and many others. In addition, the City-owned and operated Leshner Center for the Arts attracts 350,000 patrons annually to performances and events.

The City of Walnut Creek (hereinafter referred to as the “City”) has been actively studying parking issues within their core downtown area over the last 20 years and has been proactively implementing solutions to help visitors and businesses efficiently manage parking. Walnut Creek has been on the cutting edge for implementation of progressive parking strategies in a mature suburban center.

The City has approximately 8,700 non-residential parking spaces in the core downtown area, defined by California Boulevard, Civic Drive, Broadway and Newell Avenue. Please reference Appendix B-Downtown Parking Map for more information.

The pay-by-phone program will include the City’s on and off street parking inventory within the downtown core area including:

- On-street -862 spaces
- Off-street-lot spaces-207
- Off-street garages-1,443

All of the City’s on-street parking meters accept credit cards and utilize vehicle detection sensors. This technology integrates with a mobile application “Park Me” that allows users to identify parking locations, pricing and time limits for all parking spaces downtown (including garages).

The City plans to increase the number of on-street and off-street lot spaces within the next year. Proposers should include capacity for this potential increase.

## 2. Overview of Project

The City is seeking proposals to provide a cell phone or equivalent technology as a payment method for metered and lot parking within the City. Responses to this request for proposal (RFP) will provide an alternative payment option for the general public through the use of their cell phones or similar technology as a way to process payments while utilizing a parking space within the City.

The City wishes to provide the customers parking within the City with the latest technology in mobile payment options. The City expects all respondents respond to the entire RFP. Any proposals received by the City that are not complete will not be considered.

## 3. Project Timeline

The City plans for this project to be complete by May 20, 2016. Below is the RFP schedule of events.

Task	Date
RFP posted by the City	January 15, 2016
Deadline to submit questions	February 5, 2016
City will respond to all questions	February 10, 2016
RFP responses due to the City	February 19, 2016
Project Awarded by the City	February 26, 2016
Contract execution	March 25, 2016
Project Start Date	March 28, 2016
Project Completion Date	May 20, 2016

The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the RFP Schedule of Events will be provided to all Proposers.

## 4. Scope of Project/ Required Elements of Proposal

The purpose of this Request for Proposal (RFP) is to solicit proposals for the implementation of a pay by phone parking system for the City of Walnut Creek. The intent of this RFP is to add phone based payment at all on and off-street parking locations currently operated in the City (representing approximately 2,512 parking spaces in total). A successful bidder will be able to:

- a. Install and operate a pay by phone cellular phone system whereby a customer of the City can:
  - Initiate parking transaction between the hours of 10:00 a.m. and 8:00 p.m. Monday through Sunday using cellphone service through any cellular telephone operating systems in the United States;

- Create, maintain and modify as needed a website based customer account which will allow a parking transaction to be authorized by the customer for payment to the City by cellphone; and
  - Verify payment of a parking transaction with their personal on-line banking or consumer credit website
- b. Supply all software, hardware and interface facilities to operate the pay by phone cellular system;
  - c. Provide real-time interface with wireless hand-held ticketing equipment in use by the City for enforcement;
  - d. Provide prompt, effective customer service for customers of the City. Perform other related services as agreed to by the City and the selected pay by phone services provider;
  - e. Provide options for integrating with the City’s existing parking meter equipment; and
  - f. Provide options for customers to pay parking citations, reserve spaces and validate parking through merchants/businesses.

**Written Proposals should:**

- g. Outline all required hardware and software;
- h. Describe your system set-up, maintenance and implementation process;
- i. Provide examples of signage and marketing activities typically used for the system deployment/ launch;
- j. Provide a representative with knowledge of the system in the event a customer or other person presents a challenge to a ticket or to the system to be available for testimony;
- k. Provide a detailed timeline for the project including but not limited to project set-up, planning, and configuration of technology, production, testing, training and marketing; and
- l. Provide an outline of costs including but not limited to, credit card transaction costs, enforcement devices (and data plan), installation of marketing materials etc.

Respondents should submit technical qualifications which include but are not limited to the following:

<b>Customer Service Requirements</b>
<p><i>Respondents must demonstrate the system allows a driver located at a point of service parking space or in transit to a parking space to:</i></p> <ul style="list-style-type: none"> <li>• Start and/or extend a parking transaction via IVR, SMS and website;</li> <li>• Be altered prior to a parking session expiring via text message;</li> <li>• Create an account by phone or over the internet;</li> <li>• Add multiple license plates to an account;</li> <li>• Sign up for an account and park immediately at the point of purchase at any time using a cell phone;</li> <li>• Receive email receipts of parking transactions;</li> <li>• Use any other telephone than a primary cell phone to start a transaction;</li> <li>• Split a parking transaction between multiple accounts;</li> <li>• Reserve parking spaces;</li> <li>• Pay parking citations;</li> <li>• Obtain parking validation from participating merchants/businesses;</li> <li>• Park without the display of any decal, windshield, window sticker etc;</li> <li>• Adjust language settings to English or Spanish; and</li> <li>• Modify all account settings via IVR, SMS, or the website</li> </ul>
<b>Pay-By-Phone Settings</b>
<ul style="list-style-type: none"> <li>• Utilize City’s meter number structure;</li> <li>• Set special event rates;</li> </ul>

<ul style="list-style-type: none"><li>• Include transaction fee in parking fee;</li><li>• Set grace period for enforcement; and</li><li>• Allow City staff to add/remove parking spaces in the system</li></ul>
<b>Payment System Settings</b>
<ul style="list-style-type: none"><li>• All reports provided by the system are exportable to the City’s network and server and in Microsoft Excel;</li><li>• The Respondent is Certified Payment Card Industry Data Security Standard (PCI DSS) compliant with all current standards or standards which may adopted during the term of any contract awarded under this RFP;</li><li>• The system authorizes payments in real time;</li><li>• The system utilizes the City’s credit card and merchant account;</li><li>• All credit card information is encrypted;</li><li>• Credit card information is validated upon entry to prevent typographical errors;</li><li>• Rejected transactions are reported to the customer during the phone call or other method in which the customer is requesting service;</li><li>• The customer is given opportunities to use try a different credit or debit card for rejected transactions;</li><li>• The system prevents parking for declined transactions and notifies the City via email or wireless handheld ticket machine of a declined transaction;</li><li>• System records and reports on rejected transactions;</li><li>• The system can synchronize batch settlement times for the merchant account and reports of the same can be sent via the Internet to the City;</li><li>• The system accepts Visa, and MasterCard credit cards and all debit cards; and</li><li>• The system has expansion capacity, and state how much expansion capacity the system has in terms of spaces, meters or any other criteria.</li></ul>
<b>System Integration</b>
<ul style="list-style-type: none"><li>• Validly paid vehicles are shown on a wireless handheld ticket machine device;</li><li>• Vehicles can be searched by individual meter, street or block, or license plate;</li><li>• Any wireless device which can access the Internet can be used, e.g. iPhone, Android Blackberry, Smartphone, computer, laptop etc;</li><li>• The system integrates and is compatible with the City’s enforcement handheld device for displaying currently paid parking spaces;</li><li>• The system allows definition of enforcement routes;</li><li>• The system integrates with multi-space meters; and</li><li>• The system publishes and supports a free web services Application Programming Interface (API) for integration with third parties selected by and limited to the City’s authorized contractors for equipment or services such as wireless handheld ticketing devices and traffic guidance systems.</li></ul>

## 5. Site Visits (Optional)

Proposers are encouraged to visit the City’s Parking System (see attached map) in reference to the services to be provided, but are prohibited from interviewing City staff or other visitors in any effort to obtain information relating to this RFP. All requests for clarification should be submitted in writing as outlined in this RFP. Failure to follow this prohibition could result in the rejection of the proposal.

## 6. Related to the Project

All questions related to this project should be directed to Carla Hansen (Hansen@walnut-creek.org). Questions must be submitted **by email** by February 5, 2016. Responses will be provided to all respondents by February 10, 2016.

## 7. Proposal Process

Proposals must be submitted by February 19 at 4:00 p.m. Proposals must be emailed and **three hard copies** submitted to:

Carla Hansen  
City of Walnut Creek | City Manager's Office  
1666 North Main Street  
Walnut Creek, CA 94596  
Hansen@walnut-creek.org

This RFP, all subsequent addendums and all attachments will only be made available online at the City of Walnut Creek's website at [www.walnut-creek.org](http://www.walnut-creek.org).

## 8. Review of Proposals

Proposals received by 4:00 p.m. on February 19, 2016 will be evaluated. Proposals not received on time will not be evaluated or considered.

## 9. Public Records Law

Pursuant to California Government Code Section 6250, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. All submitted proposals are considered public records subject to disclosure. Financial records, including cost proposals, will not be considered confidential and are also subject to public disclosure.

## 10. Company Background and Qualifications

Respondents are required to provide a summary background, including length of time in business, experience with similar projects and other pertinent information.

## 11. References

Respondents are required to provide at least three references for projects that have a similar scope of work or deliverables. References should include contact information and a brief summary of the work performed.

## 12. Proposal Evaluation

The proposals will be reviewed for the following:

- Ability to deliver on the project – meet time frame and requirements
- Experience with similar projects/references
- Completeness of proposal
- Integration with current technology
- Pricing

### **13. General Requirements**

#### **Collusion**

By submitting a response to the RFP, each Proposer 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 Proposer 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 Proposer has not in any manner sought collusion 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 or offer of employment 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 or offer of employment in connection with a City contract.

#### **Required Review and Waiver of Objections by Proposers**

Proposers should carefully review this RFP and all attachments, including but not limited to the Standard Professional Services Agreement, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the City no later than the "Deadline for Written Questions and Comments" detailed in Table 1, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City, in writing, by the Deadline for Written Questions and Comments.

#### **Nondiscrimination**

No person will be excluded from participation in, be denied benefit of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City’s contracted program or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitution or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City’s contractors. Accordingly, all Proposers entering into contracts with the City will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

#### **Proposal Withdrawal**

To withdraw a proposal, the Proposer must submit a written request, signed by an authorized representative, to the RFP Coordinator (Section 1.6). After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the deadline for submitting proposals.

### **Proposal Errors**

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal.

### **Incorrect Proposal Information**

If the City determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal will be determined non-responsive, and the proposal will be rejected.

### **Prohibition of Proposer Terms and Conditions**

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the City, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

### **Assignment and Subcontracting**

The Proposer may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City. Each subcontractor must be approved in writing by the City. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior, written approval from the City.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, will be the prime contractor and will be responsible for all work performed and will be responsible for all costs to subcontractors for services provided by the Proposer. The Proposer is prohibited from performing any work associated with this RFP or using contractors for any services associated with this RFP offshore (outside the United States).

### **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 Proposer's key staff. Proposer's staff may be subject to the City's background and drug testing processes at any time.

### **Proposal of Additional Services**

If a Proposer 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 Proposer 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 Proposers to submit evidence of proper licensure.

### **Conflict of Interest and Proposal Restrictions**

By submitting a response to the RFP, the Proposer certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer 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 Proposers, 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 Proposer. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City will open negotiations with the next ranked Proposer.

### **Execution of Contract**

If the selected Proposer does not execute a contract with the City within fifteen (15) business days after notification of selection, the City may give notice to that service provider of the City's intent to select from the remaining Proposers or to call for new proposals, whichever the City deems appropriate.

### **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. Proposers must comply with all of the terms of this RFP and all applicable state laws and regulations. The City may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

Proposers may not restrict the rights of the City or otherwise qualify their proposals. If a Proposer 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 technical 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 Proposer from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFP.

### **Disclosure of Proposal Contents**

All proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost 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, (Government Code §6250-6270 and §6275-6276.48). By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

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

### **Proprietary Information**

The master copy of each proposal will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (Government Code §6276). Each Proposer may clearly label part of the proposal as “CONFIDENTIAL” if the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City will constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the City, the City will notify the Proposer of the request and delay access to the material until seven (7) working days after notification of the Proposer. Within that time delay, it will be the duty of the Proposer to act in protection of its labeled information. Failure to so act will constitute a complete waiver.

### **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 Proposers 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.

### **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 Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the proposals;
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement will not be binding or valid with the City unless and until it is approved by the City Council and executed by authorized representatives of the City and of the Proposer.

## **Appendix A - Standard Service Agreement Terms and Conditions**

It is recognized that the formal basis of any agreement between the City and the Proposer is a contract rather than a proposal. In submitting proposals, Proposers must indicate that they are prepared to complete the City's Agreement for Professional Services as presented on the following pages. The RFP, Proposer's proposal, and interview/demonstration results will become part of the agreement between the City and the successful Proposer.

***The winning Proposer will be expected to accept these terms and conditions unless they otherwise take exception in their proposal.***

## **Appendix B – Downtown Public Parking Map**

**City of Walnut Creek  
CONSULTANT SERVICES AGREEMENT**

THIS CONSULTANT SERVICES AGREEMENT (“Agreement”) is entered into on \_\_\_\_\_, 201\_\_, 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.)

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/\$1,000,000 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 aggregate, 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.)** *[Note to Staff: For projects involving Federal funding only; delete for all others. There are often many other federal requirements which need to be incorporated. Contact City Attorney's office with your federal funding information, so it can be integrated into the Agreement.]*

**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: \_\_\_\_\_

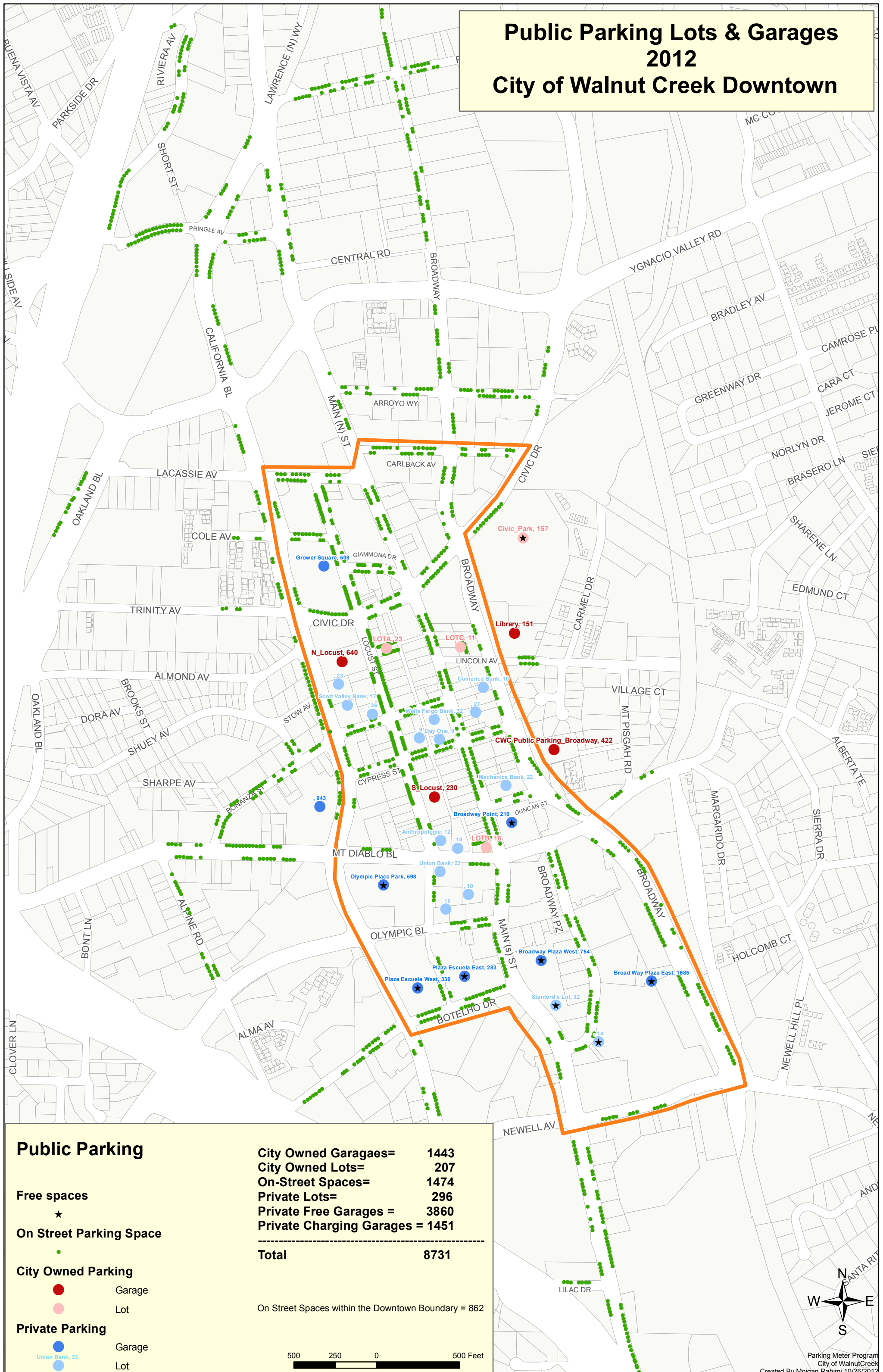
Date: \_\_\_\_\_

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

*City of Walnut Creek Consultant Services Agreement*

O:\CITY ATTORNEY\ROBBINS, JUDY\Form Agreements\General\Debarment\Certification.docx

# Public Parking Lots & Garages 2012 City of Walnut Creek Downtown



## Public Parking

Free spaces



On Street Parking Space



City Owned Parking



Garage



Lot

Private Parking



Garage



Lot

City Owned Garages=	1443
City Owned Lots=	207
On-Street Spaces=	1474
Private Lots=	296
Private Free Garages =	3860
Private Charging Garages =	1451

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**Total 8731**

On Street Spaces within the Downtown Boundary = 862

500 250 0 500 Feet

