

REQUEST FOR PROPOSALS

For

GENERAL PLAN AND HOUSING ELEMENT COMPREHENSIVE UPDATE



CITY OF SAN RAMON
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING SERVICES DIVISION

Issued: February 19, 2021

Proposal Deadline: April 1, 2021 at 4:00 p.m.

to

**City Clerk
San Ramon City Hall
7000 Bollinger Canyon Road
San Ramon, CA 94583**

Attn: Christina Franco, City Clerk

**CITY OF SAN RAMON
REQUEST FOR PROPOSALS**

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CITY OF SAN RAMON REQUEST FOR PROPOSALS

The City of San Ramon (“**City**”) requests proposals (“**Proposals**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for the General Plan and Housing Element Comprehensive Update (“**Program**”).

1. ABOUT THE CITY

The City was incorporated in July 1983, chartered in 1997, and is located in Contra Costa County, with an estimated population of 83,100. The City operates under a Council-Manager form of government with over 200 employees. The City provides a full range of services typically associated with a municipality, including police, public services, community development (planning, building & safety, and code enforcement), engineering, and parks. In addition, the City also operates two libraries, numerous park and recreation facilities including two aquatic centers and a performing arts theater and two community centers. The City is located in southern Contra Costa County, surrounded by the communities of Danville and Dublin, as well as the unincorporated lands in both Alameda and Contra Costa Counties. The City’s location along the Interstate 680 corridor links it to other parts of the San Ramon Valley, Central Contra Costa County to the north, and San Jose to the south. This location, combined with the proximity of the intersection between Interstates 680 and 580, as well as being home to Bishop Ranch Business Park, makes San Ramon an integral part of the Bay Area economy. The expected build-out population is approximately 96,000 in 2035. Additional information about the City is available online at <http://www.sanramon.ca.gov/>.

2. THE SERVICES

A. Summary. The City is requesting proposals from qualified planning consultant teams to develop a comprehensive update to its General Plan, including the Housing Element, Climate Action Plan, associated Environmental Impact Report and comprehensive community engagement approach. (“**Services**”)

B. Form of Agreement. A copy of the City’s standard Consultant Agreement (“**Agreement**”), is attached hereto as **Attachment A** and incorporated herein. By submitting a Proposal, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

C. Scope of Services. The required Scope of Services is attached hereto as **Attachment B** and incorporated herein. By submitting a Proposal, the Respondent represents that it is fully qualified and available to provide the Services set forth in the Scope of Services at the price set forth in its Proposal, and that it agrees to provide those Services if it is awarded the Agreement, which will attach and incorporate in the Scope of Services.

3. REQUEST FOR PROPOSAL PROCEDURES

A. Requests for Information. Questions or objections relating to the RFP, the attachments hereto, the RFP procedures, or the required Services may only be submitted via email to Cindy Yee, Senior Planner, at cjee@sanramon.ca.gov by 5:00 p.m., March 12, 2021 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

B. Pre-Submittal Meeting. A Pre-Submittal Meeting will not be held.

C. Submittal Instructions. Proposals must be *received* by the City by or before April 1, 2021 at 4:00 p.m. (“**Proposal Deadline**”). Respondent must submit one (1) original and one (1) digital identical copy on a flash drive of the Proposal labeled with Respondent’s name and return address, marked “Proposal for Professional Consulting Services”, and addressed as follows:

City Clerk
City of San Ramon
7000 Bollinger Canyon Road
San Ramon, CA 94583

The Proposal may be hand-delivered, sent via overnight delivery, or by regular mail, provided that it is received by the City no later than the Proposal Deadline. Late submissions will be disregarded.

Please note, due to COVID-19 restrictions, City Hall is closed to the General Public. If hand-delivered, upon arrival, please call (925) 973-2500 for entry.

D. Planned RFP Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the Proposal Deadline, and may be amended by addenda to this RFP:

ACTIVITY	PLANNED DATES/TIME
RFP Issued	February 19, 2021
Request for Information Deadline	March 12, 2021 at 5:00 PM
Proposal Deadline	April 1, 2021 at 4:00 PM
Interviews (if requested by City)	To Be Determined (TBD)
Notice of Selection	April 2021
Council Award/Execution of Contract	May 2021
Commence Services	June 2021

E. Addenda. City reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Attachments to this RFP. Addenda will be posted on the City's website at http://www.sanramon.ca.gov/our_city/bids_rfp. Each Respondent is solely responsible for checking the City's website for addenda, and for reviewing any and all addenda before submitting its Proposal.

4. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFP. Each Proposal must respond to the items listed below. *Clarity and brevity are preferable to volume.* Do not attach brochures or promotional materials to the Proposal. By submitting a Proposal, the Respondent agrees that the lump sum price and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 60 days following the Proposal Deadline.

A. Cover Letter. Provide a brief cover letter that includes all of the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) type of organization (e.g. corporation, partnership, etc.);
- (3) a summary of general information about Respondent and the types of services it provides in relation to the Services required by the City;
- (4) contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFP;
- (5) Respondent agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this RFP. Respondent waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason; and
- (6) Respondent has read and understood the insurance requirements outlined in Attachment A, Section 15 and hereby affirms (1) the cost of providing such insurance has been incorporated in the Respondent's Proposal, and (2) Respondent will be able to obtain the required insurance coverage if awarded the contract.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

C. Experience. Identify services Respondent has provided in the last five years that are similar in scope and nature to the Services required by this RFP, particularly with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

D. Staffing. Identify by name and title Respondent's key personnel that will be assigned to provide the Services and for each, include a resume with his or her education, training, and experience. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor. Include all applicable license numbers for any license required to perform the Services.

E. Price. Provide a lump sum price for the Services that is fully inclusive of all costs to provide the Services, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Agreement, travel fees, etc. Submit a detailed budget listing tasks, prime consultant staff working on each task, prime consultant hourly rates, prime consultant hours per task, prime consultant fees per task, and sub-consultant costs per task as well as direct expenses and mark-ups on one worksheet. Provide budget detail for sub-consultant staff working on each task, hourly rates, hours per task, and fees per task on separate worksheets for each subconsultant. All work related to the Housing Element and Housing Element CEQA work must be billed as a separate task for accounting purposes related to the LEAP grant. Please Note: The City will not pay travel time for Respondents to or from the City and administrative overhead must be included in the hourly rates and not as an additional percentage of the billing.

F. Proposed Approach. Briefly describe Respondent's proposed approach to providing the Services and how that approach will offer value to the City. Identify any proposed innovations that may be used to achieve more cost-effective delivery of the Services. Provide a work plan and proposed schedule for the tasks described in the Scope of Services.

G. Work Plan and Schedule.

(1) Demonstrate how the Respondent will prepare and provide the requested services. Provide a work plan and schedule, including a breakdown of tasks to be performed, person-hour requirements for each position working on each task, and the names of sub-consultants to be used on the project.

(2) Provide an assessment of the amount of time and information that will be required of City staff who will be involved in the Project.

5. EVALUATION

The factors that the City will consider in evaluating Proposals are:

- General qualifications 1-10 points
- Relevant experience 1-10 points
- Proposed staffing 1-10 points
- Pricing 1-20 points
- Proposed approach 1-25 points
- Work Plan and Schedule 1-15 points
- References 1-10 points

6. SELECTION AND AWARD

A. Review. Proposals will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the Proposals will be ranked based on total scores to identify the Proposal that is the most advantageous to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents.

B. Award. The City will award the Agreement, if at all, to the Respondent that is determined by the City, acting in its sole discretion, to offer the most advantageous Proposal to the City based on the City's review, as outlined above. City staff will submit its recommendation to the City Council for award of the Agreement to the Respondent that it determines to offer the most advantageous Proposal. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the City's website at http://www.sanramon.ca.gov/our_city/bids_rfp, and which may also be emailed to each Respondent that submits a Proposal.

C. Protest Procedures. Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to City Clerk, at cityclerk@sanramon.ca.gov, and must clearly specify the basis for the protest. The protest will be reviewed by the Community Development Director in consultation with the City Attorney's Office, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

7. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each Proposal becomes the sole property of City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its Proposal. The City reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The City reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

C. Public Records. The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the “**Act**”), and each Proposal submitted to the City is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Proposal is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Respondent agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the Proposal or any portions thereof.

D. Business Registration. It shall be the responsibility of the Respondent to maintain all licenses, permits and certifications as required by federal, state and local laws, regulations, codes or ordinances for the performance of the contract (collectively referred to as “Required Documents”). The Respondent shall provide copies of any Required Documents in effect prior to the contract approval. The Respondent shall maintain all Required Documents during the term of the contract. Should any of the Required Documents expire, be cancelled, suspended or revoked before the expiration of the contract, the Respondent must, within 72 hours, provide written notice to the City of such action. In the that any of the Required Documents are not in effect any time during the term of the contract, the contract will be considered canceled effective the date the action occurred one or more of the Required Documents.

The Respondent shall insure that its Business License Registration fee is paid and current during the term of this contract. In the event the Business License fee becomes due during the term of the contract, the Respondent must advise the City in writing thirty (30) days prior to the expiration of the Business License Registration. If the fee is not paid within thirty (30) days, the City will withhold payment of invoices until the Respondent obtains and submits a valid Business Registration.

E. Fair Political Practices Act. California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a Respondent if the Respondent or an employee, officer or director of the Respondent's firm, or any immediate family or preceding, or any subconsultant, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of a contract or otherwise participate in the making of a contract.

F. State of California Grant Requirements. The Respondent understands that the underlying contract is funded by a State Grant and as such, if Respondent is awarded the contract, Respondent agrees to adhere to and certify its compliance through the duration of the executed contract with all of the following:

- (1) the State of California Contractor Certification Clauses (Attachment C);
- (2) all applicable State of California General Terms and Conditions (Attachment D); and
- (3) the following State and Federal Laws, Rules, Guidelines, and Regulations:
 - (a) The Respondent agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the City, its contractors or subcontractors, and any other grant activity.
 - (b) During the performance of this RFP, the Respondent assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
 - (c) The Respondent shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients,

contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RFP.

- (d) The Respondent shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- (e) The Respondent shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the RFP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

Attachments:

- Attachment A – Form of Agreement
- Attachment B – Scope of Services
- Attachment C – State of California Contractor Certification Clauses
- Attachment D – State of California Terms and Conditions

Attachment A – Form of Agreement

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF SAN RAMON AND CONSULTANT FOR PROFESSIONAL CONSULTING SERVICES FOR GENERAL PLAN AND HOUSING ELEMENT COMPREHENSIVE UPDATE

This Agreement is made by and between the City of San Ramon, a municipal corporation, (“CITY”), and (Name of Consultant) (“CONSULTANT”) together referred to as the “Parties.”

RECITALS

WHEREAS, CITY was awarded State of California grant funding (“State Grant”) to assist in the preparation of the Housing Element Update; and

WHEREAS, on February 19, 2021, CITY solicited Proposals by Request for Proposals (“RFP”) for Professional Consulting Services for the General Plan and Housing Element Comprehensive Update; and

WHEREAS, after review of all Proposals submitted pursuant to said RFQ, CONSULTANT’s Proposal on the project was accepted by the CITY and identified as most advantageous to the CITY; and

WHEREAS, CONSULTANT, by reason of qualifications, experience, and facilities for performing the type of services contemplated herein, has proposed to provide the requested services; and

WHEREAS, CITY desires to hire CONSULTANT to provide the requested services; and

WHEREAS, the City Council has authorized the Mayor to enter into an agreement for Professional Consulting Services for the General Plan and Housing Element Comprehensive Update by adopting Resolution No. 2021-XX on DATE APPROVED BY CITY COUNCIL; and

NOW, THEREFORE, in consideration of the mutual promises set forth, CITY and CONSULTANT agree as follows:

1. **Award of Agreement.** In response to the Request for Proposals, CONSULTANT has submitted a Proposal to perform the Services as set forth in the Request for Proposal (RFP), Attachment B – Scope of Services, attached hereto as Exhibit B. On _____

____, 20__, CITY authorized award of this Agreement to CONSULTANT for the amount set forth in Section 5, below.

2. **RFP Documents.** The RFP Documents incorporated into this Agreement include and are comprised of all of the documents listed below.

Sections

- 2 The Services
- 3 Request for Proposal Procedures
- 4 Proposal Requirements
- 5 Evaluation
- 6 Selection and Award
- 7 Miscellaneous

3. **Scope of Service.** The scope of service covered by this Agreement includes Professional Consulting Services for the General Plan and Housing Element Comprehensive Update and as further described and contained in the CONSULTANT'S Scope of Services as set forth in Exhibit A to this Agreement, attached and incorporated herein by reference.

4. **Term of Agreement.** CITY and CONSULTANT agree that time is of the essence in the performance of this work. This Agreement shall commence as of the effective date and shall end on Month Date, 20XX or the date CONSULTANT completes the services provided for in this Agreement, whichever occurs first, unless otherwise terminated under the terms of Section 20 of this Agreement.

CITY shall have the option to renew this Agreement for not more than two (2) successive one (1) year terms, upon the same terms and conditions as provided in this Agreement. Any Agreement extension or amendment must be in writing and fully executed by both parties to take effect.

5. **Compensation.** Compensation for the services shall be paid on a time-and-materials basis. The maximum compensation is not-to-exceed **SPELL OUT DOLLAR AMOUNT HERE (\$XX,XXX.XX)**. No compensation shall be made in excess of this amount. This amount includes any and all costs and reimbursable expenses as specified in CONSULTANT'S Scope of Services, Exhibit A to this Agreement.

CITY shall have the right to review all books and records kept by CONSULTANT in connection with the operation and services performed under this Agreement. When requested by CITY, CONSULTANT shall make all such records available to CITY within fourteen (14) days of the request.

6. **Invoicing, Payments, Notices.** CONSULTANT shall submit invoices, not more frequently than every two (2) weeks, for the services rendered during the preceding period. Invoices shall describe the beginning and end dates of the billing period, services performed including tasks

summary, accounting of hours worked, reimbursable expenses incurred, and any other documentation as may be requested by CITY.

City shall make payments based on invoices received for work satisfactorily performed and for authorized reimbursable expenses incurred. City shall pay undisputed invoices in net thirty (30) days from receipt of the invoice.

CONSULTANT shall transmit invoices for services by this Agreement, to CITY as follows:

City of San Ramon
Attn: Debbie Chamberlain, Community Development Director
7000 Bollinger Canyon Road
San Ramon, CA 94583

CONSULTANT shall transmit by mail or deliver any notices required by this Agreement, to CITY as follows:

City of San Ramon
Attn: City Clerk
7000 Bollinger Canyon Road
San Ramon, CA 94583

CITY shall transmit (or hand deliver) notices and payments on invoiced amounts by this Agreement to CONSULTANT as follows:

Company Name
Attn: Contact Name
Address
Address

7. Professional Services – Additional Obligations on Scope of Services.

CONSULTANT shall:

- a. Not either during or after the term of this Agreement, make public any reports or articles or disclose to any third party any confidential information relative to the work of CITY or the operations or procedures of CITY without prior written consent of CITY.
- b. Not during the term of the Agreement, take any action that would affect the appearance of impartiality or un-professionalism. CONSULTANT shall perform all services of this Agreement according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged.

8. Final Work Product. Final work products produced by CONSULTANT in the form of computer files shall be delivered via email with a Dropbox hyperlink or similar file sharing service. All hard copy (paper) reports shall be accompanied by associated digital files used to create them. All of CONSULTANT'S work product under the

Agreement shall be the property of CITY and the State of California Department of Housing and Community Development by the terms of the State Grant and this Agreement.

9. **Ownership of Work Product.** All work products of CONSULTANT provided hereunder shall become the property of CITY and the State of California Department of Housing and Community Development by the terms of the State Grant and this Agreement.

10. **Public Records.** CONSULTANT acknowledges that CITY is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the “**Act**”); therefore, this Agreement and any writing prepared for or submitted to CITY, including but not limited to CONSULTANT’S Proposal or Statement of Qualifications, is subject to disclosure as a public record, unless any portion thereof is exempt under the Act. If CONSULTANT believes that any portion of a public record is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. CONSULTANT bears the burden of proving any claimed exemption under the Act, and by signing this Agreement and initialing the acknowledgement below, CONSULTANT agrees to indemnify, defend, and hold harmless CITY against any third party claim seeking disclosure of the public record or any portions thereof.

PLEASE INITIAL:

_____ CONSULTANT has read and understands the Public Records Act requirements outlined above and hereby affirms that (1) CONSULTANT bears the burden of proving any claimed exemption under the Act, and (2) CONSULTANT agrees to indemnify, defend, and hold harmless CITY against any third party claim seeking disclosure of the public record or any portions thereof.

11. **Proprietary or Confidential Information.** CONSULTANT understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONSULTANT may have access to private, proprietary or otherwise confidential information owned or controlled by CITY, the disclosure of which may be damaging to CITY or to third parties. The deliverable of GIS data layers will represent all new and derivative mapped layers used to create all mapped information. It will be delivered in ESRI GIS format. Data representing areas will be represented by closed polylines. All GIS data should be delivered in the State Plane Projection system, NAD 83, units of feet. In addition, all new mapped information (information pertaining to a geographic location) or information created from map base GIS data, including various analysis options, will be documented to indicate basic metadata about the information created. Metadata is data describing the purpose, accuracy methodology and date of creation of the mapped GIS data. The metadata should be delivered in Word and/or excel format. CONSULTANT will meet with CITY’S GIS Specialist at the beginning of the project to ensure understanding of the required deliverables. CONSULTANT shall provide CITY’S GIS Specialist with an acceptable draft of GIS data documentation for

draft GIS data layers, by the conclusion of the first draft report. A final acceptable GIS documentation report will be delivered at the time of completion of the final report. CONSULTANT agrees that all confidential information disclosed to CONSULTANT by CITY shall be held in confidence and used only in performance of this Agreement. CONSULTANT shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own private, proprietary or confidential information.

12. State Owned Data.

a. Definitions.

- i. **Work:** The work to be directly or indirectly produced by the CITY, its employees, or by and of the CONSULTANT's, subcontractor's, and/or sub-recipient's employees under this Agreement.
- ii. **Work Product:** All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverable conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after termination thereof, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship CITY and/or CONSULTANT, subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- iii. **Inventions:** Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the CITY or jointly with CONSULTANT, subcontractor and/or sub-recipient and/or CONSULTANT, subcontractor, and/or sub-recipient's employees with one or more employees of the California Department of Housing and Community Development during the term this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this RFP and this Agreement.

b. Ownership of Work Product and Rights.

- i. All Work Product derived by the Work performed by the CITY, its employees or by and of the CONSULTANT'S, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the California Department of Housing and Community Development and shall be considered to be works made for hire by the CITY and the CONSULTANT, subcontractor and/or sub-recipient for the California Department of Housing and Community Development. The California Department of Housing and

Community Development Department shall own all copyrights in the Work Product.

- ii. CITY, its employees and all of CONSULTANT'S, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assigns, to the California Department of Housing and Community Development, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the CONSULTANT, subcontractor and/or subrecipient from the California Department of Housing and Community Development. From time to time upon the California Department of Housing and Community Development request, the CONSULTANT, subcontractor and/or subrecipients, and/or its employees, shall confirm such assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the California Department of Housing and Community Development may request. The California Department of Housing and Community Development shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. CITY hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.
- iii. CITY, its employees and all CONSULTANTS, subcontractors and sub-recipients hereby agrees to assign to the California Department of Housing and Community Development all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the California Department of Housing and Community Development's property regardless of whether such protection is sought. The CITY, its employees and CONSULTANT, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the California Department of Housing and Community Development of each Invention not otherwise clearly disclosed to the California Department of Housing and Community Development in the pertinent Work Product, specifically noting features or concepts that the CITY, its employees and/or CONSULTANT, subcontractor and/or subrecipient believes to be new or different.
- iv. Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement will automatically be vested in the California Department of Housing and Community Development and no further agreement will be necessary to transfer ownership to the California Department of Housing and Community Development.

13. **Independent Contractor.** It is understood and agreed that CONSULTANT is an independent contractor, that CONSULTANT controls the means and manner of work, and that no employer-employee relationship exists between the parties hereto.
14. **Out of State Business.** If CONSULTANT is an out of state business and does not have a local office within the State of California, CONSULTANT shall provide to CITY a completed Withholding Exemption Certificate Form as required by the California Franchise Tax Board. If the out of state CONSULTANT fails to provide the required form, CITY shall withhold seven (7%) percent of the total payment amount and send the withholdings to the Franchise Tax Board, as required by State law.
15. **Insurance.** CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONSULTANT, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included on the CONSULTANT'S bid proposal.

A. Required Insurance. CONSULTANT shall maintain, at all times, during the term of this Agreement and at CONSULTANT'S sole cost and expense:

- i. Comprehensive general liability (using Insurance Services Office form CG 00 01 or equivalent) in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be not less than two million dollars (\$2,000,000).
- ii. Automobile liability insurance (using Insurance Services Office form number CA 0001, Code 1 (any auto) or equivalent with a limit no less than one million dollars (\$1,000,000). Such insurance policy shall contain the same provisions and endorsements as are required herein for comprehensive general liability insurance.
- ii. Workers' Compensation insurance and Employer's Liability insurance as required by the laws of the State of California. Said insurance policy shall provide that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONSULTANT for CITY. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. CONSULTANT shall require each subcontractor to maintain Workers' Compensation insurance and Employer's Liability insurance in accordance with the laws of the State of California for all of the subcontractor's employees. This requirement may only be waived by CITY upon written verification that CONSULTANT is a

sole proprietor and does not and will not have employees during the term of this Agreement.

- iii. Errors and Omission insurance, which covers the services to be performed under this Agreement, in the minimum amount of two million dollars (\$2,000,000). Except with respect to the requirement of providing CITY with Proof of Insurance, the provisions of subparagraph viii below shall not apply to this errors and omission insurance.

B. The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- i. CITY, its officers, officials, employees, agents and volunteers are to be named as additional insured with respect to: Liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premise owned, occupied or used by CONSULTANT; or automobile owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents or volunteers. If CONSULTANT submits the ACORD Insurance Certificate, the additional insured endorsements must be set forth on the ISO Form CG20 10 11 85 or both CG 20 10 and CG 20 37 forms.
- ii. For any claims related to this project, CONSULTANT'S insurance coverage shall be primary insurance with respect to CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.
- iv. Afford coverage for all claims based on any act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the term of this Agreement;
- v. 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 (cross liability endorsement);
- vi. Expressly provide that CITY, although named as insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to CITY and that the insurer waives all rights of subrogation

against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONSULTANT for CITY;

- vii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CITY.
- viii. Certificate Holder. The certificate holder shall include CITY and be sent to the address as indicated in Section 6 (Invoicing, Payments, Notices) of this Agreement.
- ix. Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of California as of the effective date of this Agreement.

C. Verification of Coverage. CONSULTANT shall furnish CITY with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

D. Subcontractors. CONSULTANT shall include all subcontractors as insured under its policies. All coverage for subcontractors shall be subject to all of the requirements stated herein.

E. Insurer's Qualifications. All insurance required under this section and all renewals of this agreement shall be issued by good and responsible companies admitted to do and doing business in the State of California and be rated in the "A" category by Best's Insurance Guide.

F. Excess Insurance. If CONSULTANT maintains higher insurance limits than the minimums specified herein, CITY shall be entitled to coverage for the higher limits maintained by CONSULTANT.

PLEASE INITIAL:

_____ CONSULTANT has read and understand the insurance requirements outlined and hereby affirms that (1) the cost of providing such insurance has been incorporated in CONSULTANT's compensation, and (2) that CONSULTANT has confirmed that CONSULTANT will obtain the required insurance coverages upon execution of this Agreement.

- 16. Authority of Consultant.** CONSULTANT shall possess no authority with respect to any CITY decision and no right to act on behalf of CITY in any capacity whatsoever as agent, or bind CITY to any obligations whatsoever.

17. **Conflict of Interest.** CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement and CITY Resolution No. 2020-017, Conflict of Interest Code, as amended. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest required by either CITY Ordinance or State Law.
18. **Assignment.** Except as expressly authorized herein, CONSULTANT'S obligations under this Agreement are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the City Manager.
19. **Indemnification.** CONSULTANT agrees to defend, hold harmless, and indemnify CITY, its officers, agents and employees from and against any and all losses, liability, or damages arising out of, in consequence of, or resulting from the negligent or willful acts, or omissions of CONSULTANT.

CONSULTANT shall hold CITY harmless and defend any suit or other proceedings brought by CONSULTANT'S employees, contractors, or agents, either against CONSULTANT or CITY, for compensation and/or other benefits claimed as "common law" or "implied by law" employees of CITY.

20. **Termination.** CITY or CONSULTANT may terminate this Agreement by providing ten (10) days written notice prior to the effective termination date. In the event of termination, CITY shall pay CONSULTANT for all services acceptable to CITY and actually rendered up to, and including, the date of termination. Termination shall not extinguish any outstanding performance obligations under the agreement, including but not limited to, making financial records available for review, return of any private or confidential information, warranties, or mutual indemnities.
21. **Amendments.** Any modifications or amendment of any provision of the Agreement shall be in writing and must be executed by all parties.
22. **Jurisdiction, Venue, and Governing Law.** Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement shall be governed by the laws of the State of California.
23. **Signatures and Counterparts.** This Agreement may be entered into by the Parties by signing any one or more counterparts, all of which shall constitute one and the same instrument. It is understood and agreed that this Agreement shall become effective and binding when one or more counterparts have been executed by each

party and delivered to each other party. Additionally, electronic, facsimile and scanned signatures shall be binding the same as originals.

- 24. Entire Agreement.** This instrument, and any attachments hereto, constitute the entire Agreement between CITY and CONSULTANT concerning the subject matter hereof. In the event of a conflict between the body of this Agreement and its Exhibit B, the terms of the body of this Agreement and Exhibit A shall govern.

**END OF AGREEMENT
(EXHIBITS OMMITTED)**

Attachment B – Scope of Services

The City's last comprehensive General Plan Update was adopted in 2011 with a 20-year vision establishing the blueprint for the City's orderly growth and development. As part of the 2011 update, the City adopted a new Air Quality/Greenhouse Gas Element and Climate Action Plan (CAP). The City's current General Plan 2035 was adopted on May 28, 2015, with a focus on internal consistency with the 5th cycle Housing Element Update. San Ramon's Housing Element was certified by the California Department of Housing and Community Development (HCD) as part of the General Plan 2035 update. Since its adoption in 2015, the General Plan, Housing Element, and CAP remains a valuable policy guidebook, but City and community priorities have evolved. In light of a changing economic landscape and recent updates to State laws, the City is initiating the General Plan update, along with necessary changes to the Zoning Ordinance to maintain vertical consistency.

A copy of the General Plan 2035, Housing Element, and associated environmental documents are available on the City website at:

https://www.sanramon.ca.gov/our_city/departments_and_divisions/community_development/planning_services/general_plan

A copy of the CAP is available on the City's website at:

<https://www.sanramon.ca.gov/cms/one.aspx?portalId=10826130&pageId=11595348>

The successful consultant team will have significant experience preparing innovative and cohesive General Plan updates and associated technical analysis and documentation. They will also have extensive community outreach, public engagement, and meeting facilitation experience and are asked to demonstrate success with community engagement and thought leadership using creative tools and a variety of approaches to engage a wide spectrum of the community. The City is looking for a team that will provide:

- Thoughtful and engaging visioning with the community.
- The ability to help develop a General Plan that embodies and communicates the various elements and policies in the plan as an interrelated system that articulates a cohesive, adaptable vision for San Ramon's future and an implementation plan to achieve this vision.
- Dynamic team members to work in collaboration with our community, our leadership, and our staff.
- Demonstrated leadership in sustainability, climate action, riparian planning and ecological health, resiliency, and adaptation, and an ability to weave sustainability as a primary priority throughout the General Plan.
- A demonstrated understanding of current HCD requirements going into the 6th cycle and the ability to provide a creative and authentic approach to facilitating RHNA compliance in an equitable and proactive manner, as well as ideas for best positioning jurisdictions to be active partners in attracting and facilitating high quality, sustainable housing development to meet essential housing needs for San Ramon.
- Qualified environmental experts with a full technical team and demonstrated history of working together as a team.

- A demonstrated ability to meet tight timelines in the context of the City's need to submit the Housing Element and associated environmental documentation no later than January 2023, and desire to complete the General Plan Update on the same timeline.
- A strong commitment to community engagement throughout the process.

The State of California has specific regulatory and technical requirements for General Plans. Firms should be creative in proposing a team approach that demonstrates a thorough understanding of the State's regulatory and technical requirements for General Plans while responding to the City's unique qualities and issues.

The City has prepared the following outlined scope of work as a starting point for consultant responses. We expect that consultants will provide scopes of work that take these elements into account while incorporating the consultants' own best practices and recommendations. San Ramon is the recipient of a Local Early Action Planning (LEAP) State Grant to support the development of an updated Housing Element and continues to pursue additional State grant sources. In order to facilitate our compliance with our LEAP grant funding, clearly distinguish the scope for the Housing Element, CEQA review for the Housing Element, and the CEQA review for the remainder of the General Plan. Include a description of the format, content, and level of detail which can be expected in each deliverable. All deliverables will be submitted in electronic format to the City, with the exception of large-format prints and meeting handouts. The consultant will provide the City with all native files, including linked files and map data, upon the conclusion of each task.

Task 1. General Plan

The General Plan effort will include comprehensively updating the City's existing General Plan and adding new relevant topics to put the Plan at the forefront of best planning practice and comply with legislative mandates. The selected consultant will take primary responsibility for the project, collaborating with City staff, City Council, Planning Commission, Parks and Community Services Commission, various City Advisory Committee, the community and the project team to prepare a comprehensive and updated General Plan. The City would like to update the General Plan using language and graphics that are easily understood by non-technical stakeholders. Most importantly, the Plan should reflect the City's aspirations for the future and achieve maximum utility with a clear implementation plan.

Proposals should provide an outreach plan, to be refined with City staff. The General Plan development process should include establishing a clear and strongly-supported community vision for the future of San Ramon in early phases.

Proposals should include a matrix, or similar tool, to illustrate that proposed elements are fully integrated and internally consistent, especially concerning land use, growth management, climate, housing, and open space. Proposals should include a recommendation of the planning period and the relationship between the planning period and Housing Element cycles.

The City will be comprehensively updating all existing elements per State law to ensure each of the elements are internally consistent. Consultants should articulate a strategy to prepare a General Plan with the eight mandated elements (elements may be combined into a single chapter):

- Land Use Element

- Open Space Element
- Conservation Element
- Noise Element
- Environmental Justice Element
- Circulation Element
- Safety Element
- Housing Element

Preparation of the General Plan update will also include the following components:

- Economic Development Element
- Growth Management Element
- Parks and Recreation Element
- Public Facilities and Utility Element
- Air Quality and Greenhouse Gas Element
- Community Design Strategies and Standards

Proposal should describe the team's approach to developing each General Plan Element.

Task 1.1. General Plan Implementation and Tracking Structure

The City is committed to creating a General Plan that is immediately ready for implementation. The General Plan should clearly articulate the highest topic-area priorities, departmental responsibilities, administrative structure alignments, funding mechanisms, and organizational approaches to implementing the General Plan. It should also establish a system for monitoring the City's progress in working towards General Plan goals, as well as a process for updating the Plan to keep it updated, relevant and effective.

Task 1.2. General Plan Format

The final General Plan document is expected to be highly-readable and easy to navigate by staff, decision-makers, and casual readers. It should be graphically-rich with a nicely designed layout and design that includes substantive narrative, tables, illustrations, and maps, and clearly articulated goals and metrics.

The General Plan, and its associated documents, are hosted together with the Municipal Code in an interactive cloud-based format hosted by enCodePlus (refer to the San Ramon General Plan website: <http://online.encodeplus.com/regs/sanramon-ca-gp/landingpage.aspx>).

The selected consultant will be given license to the enCodePlus platform, enabling consultant team members (including subconsultants) password-protected access to draft and edit the General Plan in an online, collaborative format. The editor is Word-like so it is generally intuitive. Upon project completion, the plan elements will be published by staff to the City's website (similar to its current online presentation).

In performing the services of the General Plan Update project, consultant will:

- Sign a license agreement entitling them password access to the enCodePlus platform by a limited number of users during the contract period of the General Plan Update project;
- Receive virtual training on the use of the online editor for all necessary functions;

- Provide templates of page layouts including text box inserts, sidebars, and table and graphic formats, along with the overall plan document structure, organization and numbering system;
- Draft all plan content in the online format including insertion of pre-styled tables and graphic and map inserts;
- Utilize the collaborative commenting and editing feature to interact with staff reviewers; and
- Generate graphics and maps in suitable formats for uploading to enCodePlus, e.g., jpg, png, tif, bmp

Upon adoption, the updated General Plan will be published in an online interactive format that is accessible to any computer or handheld device for viewing, navigating, exporting, printing, and sharing. This will enable staff to easily prepare annual reports and periodically amend the General Plan as a living document

Task 2. Housing Element Update

San Ramon anticipates a Regional Housing Needs Assessment (RHNA) allocation for the 6th planning cycle (2023-2031) more than 2 ½ times the units allocated in the current 5th planning cycle (2015-2023). To ensure an adequate inventory of viable sites, we anticipate the element update will necessitate rezoning in targeted areas. As of January 2021, San Ramon has the following draft RHNA allocation:

Household Income Category	Draft San Ramon RHNA Allocation (January 2021)
Very Low	1,497 Units
Low	862 Units
Moderate	767 Units
Above Moderate	1,985 Units
Total	5,111 Units

The Association of Bay Area Governments (ABAG) anticipates adoption of the final RHNA allocation numbers by late 2021.

While a number of important housing issues will need to be considered and addressed through the General Plan update process, the most significant work effort is expected to be meeting San Ramon’s RHNA numbers in the site inventory. To achieve that, we anticipate pursuing the following approaches:

- Comply with all City and State legal and regulatory requirements;
 - A complete analysis of the specific housing needs and an inventory of the resources and constraints relevant to addressing the housing needs;
 - An inventory of land suitable for residential development to meet the City’s housing needs;
 - Identification and analysis of potential and actual governmental constraints;
 - Identification of specific programs to implement the policies and goals; and,
 - Other analysis, policies, and goals required to comply with applicable State law.
- Produce a comprehensive Housing Element that addresses current and projected housing conditions and needs in the City;

- Ensure residents and stakeholders are engaged and participate in the update process to facilitate community buy-in;
- Achieve milestones with sufficient time for City and state oversight and review;
- Effectively coordinate with other consultants and City staff

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 HCD to help ensure ultimate certification of the updated element.

Task 2.1. Housing Assessment and Needs Analysis

Complete a housing assessment and needs analysis pursuant to State housing law. The consultant will obtain and analyze demographic, economic, infrastructure, and housing data needed to complete this task. ABAG's Regional Housing Technical Assistance Program will provide jurisdiction-specific graphs and write-ups for all required data, including population, demographic, housing, market conditions and regional comparisons. Consultants should reserve hours to tailor the data as needed for the city.

Task 2.2. Housing Constraints Analysis

Identify potential and actual governmental and nongovernmental constraints for the preservation, protection, and production of housing across income levels within the city. 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). ABAG will also provide write-ups of typical countywide non-governmental constraints. Where constraints exist, the consultant will propose and prepare a write-up of strategies to address the constraints identified.

Task 2.3. Current Housing Element Review

Review and evaluate the current Housing Element to determine the revisions that must be made to comply with current State law and HCD requirements to ensure certification of the completed Housing Element amendment. Prepare an analysis with explanations and updates of the City's progress towards meeting the identified goals, policies, and programs since the adoption of the current Housing Element in the previous cycle (2015-2023).

Task 2.4. Housing Sites Inventory Analysis

Prepare the sites inventory section of the Housing Element, demonstrating how San Ramon will satisfy its RHNA in each income category. This includes identifying safe assumptions; evaluating sites and analyzing potential policy strategies to increase site capacity; demonstrate 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 the most significant area of work for the Housing Element 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. 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 to use the ABAG site selection tool, and if so, how.

Task 2.5. 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 will include identification of other General Plan policy updates or revisions needed to ensure consistency.

Task 2.6. Corresponding Zoning Ordinance Update

Based on the housing sites analyses, work with staff to identify potential areas for rezoning, if necessary. This must include consideration of the State requirement for maintaining an adequate housing sites inventory throughout the eight-year planning period. The corresponding Zoning Ordinance update will require consideration of updating development standards such as density, height, parking, and setbacks, review for internal consistency, preparation of graphics and illustrations, and mapping work.

Task 2.7. General Plan Consistency

Revise the Housing Element to ensure consistency with other General Plan elements, compliance with State law, and State certification by January 2023.

Task 2.8. Revised Maps and Figures

Revise maps and figures in the Housing Element and other elements of the General Plan to ensure consistency throughout the General Plan document.

Task 2.9. Updated Retail Analysis Strategy

The City completed a Retail Analysis in January 2017 to determine the opportunities for and constraints related to maintaining and growing the City's commercial sectors. An update to the Retail Analysis Strategy would involve:

- Analyzing demographic data to identify demographic and economic drivers of retail demand
- Preparing a leakage analysis that accounts for the adjacency of other retail concentrations outside but near San Ramon
- Evaluating the existing retail centers and clusters through field visits, online real estate information sources such as LoopNet and shopping center websites, and discussions with knowledgeable retail brokers
- Identifying feasible target retail sectors for the City, how much retail space is needed, and where retail should be located

Task 3. Climate Action Plan (CAP) Update

The City adopted its first CAP in 2011 as the primary strategy for ensuring that the buildout of the General Plan 2030 would not conflict with the implementation of Assembly Bill 32 – the Global Warming Solutions Act of 2006. The CAP is designed to reduce community-related and City operations-related greenhouse gas emissions (GHG) to a degree that would not hinder or delay implementation of AB 32. An update to the CAP will include:

- Analyzing GHG emissions
- Recommendations for GHG emission reduction targets
- Recommendations for climate adaptation strategies and policies
- Develop implementation strategy
- Engage City Committees, City Council, and the community
- Draft Climate Action Plan
- Prepare appropriate environmental documents for CAP update

Task 4. Community Outreach and Public Engagement Strategy

A successful proposal will include a thoughtful and robust outreach program that encourages broad public participation throughout the process with a particular focus on reaching groups who do not frequently participate in the planning process. The public engagement strategy should identify different outreach phases with goals, objectives, programming, alongside a proposed budget. Outreach methods should include the use of a virtual platform and social media in order to seek inclusive engagement, clarify community values, collect meaningful data, and ultimately turn community input into community ownership of the process and Plan. A schedule of events, including dates, topics, target audiences, and event purpose/outcomes, should be identified. The consultant will be responsible for planning meeting agendas, defining goals and desired inputs, meeting facilitation, and related services, including meeting minutes, with support from City staff. It is anticipated that City staff may lead other meetings on technical topics, but the consultants are expected to be available at these meetings when necessary.

The San Ramon General Plan is subject to locally adopted Measure G (1999) which requires that subsequent updates to the General Plan be adopted by a 4/5 vote of the City Council after recommendation in favor of such amendment is made by a 4/5 vote of the Planning Commission following a minimum of three public hearings before both the Planning Commission and City Council..

The following anticipated public workshops and hearings are required for the Project and environmental review:

- Economic Development Advisory Committee (3 Meeting)
- Housing Advisory Committee (2 Meetings)
- Transportation Advisory Committee (1 Meeting)
- Open Space Advisory Committee (2 Meeting)
- Parks and Community Services Commission (3 Meetings)
- Planning Commission (6 Meetings)
- City Council (3 Meetings)
- Joint Planning Commission/City Council (2 Meetings)
- Stakeholder interviews

Task 5. Existing Conditions Analysis

Analyze existing conditions citywide and prepare a report summarizing key considerations that will be crucial in the planning process and helping the community and decision-makers understand how existing conditions give rise to planning recommendations. Field surveys that may include driving and walking tours are required and will lead to more accurate documentation of conditions. Conditions of interest may consist of land use, the built environment, public spaces,

infrastructure, traffic and circulation networks (including active transportation facilities), biological resources, and cultural resources. Together these will create a solid foundation of data and documentation on which to build the General Plan and EIR. This analysis should include a thorough understanding of San Ramon's urban history and the regional context, the natural and constructed history of the City, and its urbanization process. The approach must be interdisciplinary, encompassing the City's history, topography and urban geography, business history, and environmental ecology.

Task 6. Market Demand, Housing Finance, and Economic Opportunity Analysis

A market demand, housing finance, and economic opportunity analysis could be conducted to assess the supply and demand for employment and land development in the City. The study should be budgeted as a separate task, should consider trends, opportunities, and market factors, as well as long-range employment forecasts, affordable housing funding availability, and buildable land inventory related to residential, commercial, and industrial uses to accommodate projected employment growth. Projected absorption of dwelling units and square footage by non-residential use should be included for the planning period.

Task 7. Land Use and Buildout Scenarios

Identify a minimum of three land use alternatives based on the community's vision, the findings of the existing conditions analysis, technical analyses relevant to each Element, and other qualitative and quantitative factors. A report should evaluate how the alternatives meet the community's vision relative to identified City goals, as well as assess the environmental, equity, health, and economic impacts for each alternative. The report should include recommended policies and strategies for Plan implementation that support the preferred land use alternative to address the community's vision.

Task 8. Environmental Impact Report (EIR)

Prepare all required items for California Environmental Quality Act (CEQA) compliance. Due to the Plan's comprehensive nature, an Environmental Impact Report (EIR) will be required. In addition to informing decision-makers and the public of potential adverse environmental impacts, the analysis should also allow environmental considerations to influence the design of the Plan. To this end, and to minimize duplication of work, the CEQA analysis should be prepared in coordination with the development of the Plan. The Plan is envisioned to be self-mitigating to the extent feasible. Mitigation measures should be in a policy format for addition to the final Plan.

The EIR will address the entire General Plan, including sufficient detail and analysis of buildout scenarios. Per the conditions of the City's LEAP grant funding for the Housing Element, the EIR must provide a project-level review for identified Housing Element sites as much as possible. Environmental work for the Housing Element must be billed as a separate task for accounting purposes.

Task 9. Project Management

Include a description of how the team will manage project and coordination activities, including coordination of subconsultants and administrative tasks. Consultant team will attend and lead all project meetings, as needed, including weekly conference calls for project management and status updates. Project management tasks will include preparing staff reports, presentations, resolutions/ordinances, and attendance at project meetings and hearings as requested by City

staff. Consultant will support City staff on an as-needed basis with preparation of correspondence, referrals, agency consultation, and other documents or tasks that involve processing the update.

Attachment C – State of California Contractor Certification Clauses

(Attached on the following page.)

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT D – State of California Terms and Conditions

1. AUDIT: CONSULTANT agrees that the awarding department for the Planning Grants Program (19-PGP-13894), the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONSULTANT agrees to maintain such records for possible audit for a minimum of three (3) years after final grant payment to the CITY, unless a longer period of records retention is stipulated. CONSULTANT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, CONSULTANT agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
2. ACCOUNTING RECORDS:
 - a. CONSULTANT shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP); enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
 - b. CONSULTANT shall maintain documentation of financial records of expenditures incurred during the course of the project in accordance with GAAP.
 - c. CONSULTANT agrees that the State or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Planning Grants Program (19-PGP-13894) Standard Agreement.
3. INDEMNIFICATION: CONSULTANT agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CONSULTANT in the performance of this Agreement.
4. DISPUTES: CONSULTANT shall continue with the responsibilities under this Agreement during any dispute.
5. TERMINATION FOR CAUSE: The State may terminate the Planning Grants Program (19-PGP-13894) Standard Agreement with the CITY and be relieved of any payments should the CONSULTANT fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the CONSULTANT under this Agreement and the balance, if any, shall be paid to the CONSULTANT upon demand.

6. INDEPENDENT CONTRACTOR: CONSULTANT, and the agents and employees of CONSULTANT, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
7. RECYCLING CERTIFICATION: CONSULTANT shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
8. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, CONSULTANT shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. CONSULTANT shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
9. TIMELINESS: Time is of the essence in this Agreement.
10. COMPENSATION: The consideration to be paid CONSULTANT, as provided herein, shall be in compensation for all of CONSULTANT'S expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
11. GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
12. ANTITRUST CLAIMS: The CONSULTANT by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the CONSULTANT shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the CONSULTANT offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

13. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the CONSULTANT acknowledges in accordance with Public Contract Code 7110, that:

- a. The CONSULTANT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- b. The CONSULTANT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

14. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

15. PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of \$200,000, the CONSULTANT shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

16. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If CONSULTANT made a commitment to achieve small business participation, then CONSULTANT must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If CONSULTANT made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then CONSULTANT must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)