

REQUEST FOR PROPOSALS

for

PREPARATION OF THE CENTRAL ESTUARY AREA SPECIFIC PLAN AND RELATED ENVIRONMENTAL IMPACT REPORT

**Pre-proposal Conference: July 30, 2008 @ 10:00 a.m.
Diamond Conference Room • 250 Frank Ogawa Plaza, 3rd Floor •
Oakland, CA 94612**

PROPOSAL DUE DATE: September 5, 2008, no later than 4:00p.m.

**City of Oakland
Community and Economic Development Agency**

Strategic Planning Division

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I. Introduction

The City of Oakland seeks written proposals from interested and qualified individuals, teams and firms with significant experience in land planning, neighborhood planning (including land use, pedestrian-oriented urban design, crime prevention through environmental design, etc.), park/trail planning, civil and traffic engineering, public infrastructure, public finance and fiscal analysis, environmental impact analysis, and associated fields to prepare both a Specific Plan for the 428-acre Central Estuary waterfront area, and a related legally adequate Environmental Impact Report (EIR). Additionally, the City is interested in consultants with demonstrated expertise and experience in preparing a Specific Plan (as provided for in Government Code sections 65450-65457) with broad public involvement and consensus building. The proposal shall contain a description of the consultant's approach toward the project, with emphasis on the following four components:

- 1) Community Outreach and Participation – Due to the known community interest in this Specific Plan planning process, it is essential that the firm selected to prepare this Specific Plan be facile in designing and executing an authentic and all-inclusive community participation process. Dynamic professional facilitators must be involved to solicit feedback from all participants and assist with consensus building.
- 2) CEQA Review – Firms must address their approach with recognition that nine years have elapsed since the original CEQA review for the Estuary Policy Plan was conducted and almost ten years for the Land Use and Transportation Element of the General Plan. Firms must consider and recommend the appropriate type of CEQA review to be conducted – Programmatic EIR, Master EIR, other – and why, and how to avoid or streamline project-level CEQA review for catalyst development projects. Also, firms should recommend whether an Initial Study should be prepared (or not) and why.
- 3) Charter City Status – As a charter city Oakland is exempt from certain of the Specific Plan requirements codified in sections 65450-65457 of the California Government Code. Therefore, the consultant's proposal should provide recommendations, with supporting rationale, regarding statutory components of Specific Plans to alter or omit. The consultant's proposal must also address the required findings of consistency between the Specific Plan and the Subdivision Map Act.
- 4) Nature of Specific Plan – The Specific Plan should be both a policy and regulatory document. It should be policy oriented, similar to a general plan but provide a more specific set of policies that give direction about a mix of land uses or goals for particular developments. It should also be a regulatory document which effectively becomes a set of zoning regulations that provide specific direction to the type and intensity of permitted uses or defines other types of design criteria (and thus adopted by ordinance).

A. Background and Setting

The Oakland estuary area, spanning from Adeline Street to 66th Avenue, is a significant citywide and regional resource that connects the city to the bay. Once a predominantly heavy industrial

use waterfront, the estuary area has evolved into more of a mixed-use district. Although commercial and industrial uses comprise a significant amount of acreage in the estuary area, residential neighborhoods continue to expand. Over the years, the development of work/live housing and artist studio space has been introduced into traditional commercial manufacturing and industrial areas.

This Specific Plan will focus on the central estuary area, which generally encompasses 19th Ave. to the north, 50th Ave. to the south, I-880 to the east and the Bay to the west (see attached Location Map, **Attachment A**). Existing land uses in the northern and central portion of the Central Estuary Specific Plan area include a mix of well-established heavy industrial uses and more recent commercial activities, as well as a residential neighborhood. Several heavy industrial activities occur in the area including the Con Agra grain processing plant (located on E. 7th St.) and Brockway Recycling (located on Alameda Ave.). A new Home Depot is located adjacent to I-880 and various other commercial users, including a gymnasium and a sports club are located on Alameda Ave. Work/live spaces, single family bungalows and houses are also located in the Central Estuary area. The southern portion of the Specific Plan area contains a number of businesses in the manufacturing and construction sectors including two sizable aggregate producers of fill materials for public roads, a hardwood lumber company, mini-storage and trucking uses. These businesses benefit from close proximity to major transportation routes including I-880 and the Bay for transporting raw materials by barge. The Malat/Lesser St. area has a significant supply of relatively new warehouses and some large cabinet makers. A waterfront park and boathouse are also being developed in this area.

In response to several large projects that came before the Planning Commission which proposed converting existing industrially designated land to residential, the Oakland Planning Commission and City Council initiated a discussion on a citywide industrial land use policy in 2005. Recognizing the need to preserve employment-generating industrial lands in the City, and to provide a measure of certainty for residents, business and property owners alike, discussion has focused on establishing a set of conversion criteria that can be used to better evaluate potential General Plan Amendments to convert industrial land to residential uses. For the Central Estuary area, the City Council directed that a Specific Plan, supported by an agreed upon community vision, should be prepared that would provide the necessary policy guidance and implementation measures for future development of the area that balances the retention of industrial land and the stimulation of commercial activities with waterfront access objectives and residential opportunities. With respect to the southern portion of the Specific Plan area, the City Council provided specific direction to retain industrial land between the I-880 and Tidewater Ave., with the possibility of retail opportunities along the freeway, and to designate the area from Tidewater Ave. to the estuary as Housing and Business Mix.

A number of plans and studies have focused on the entire Estuary area. The *Estuary Policy Plan* (EPP) adopted in June 1999, sets forth policies and principles to guide development in the Estuary area that refine and supersede the policy guidance for this area that is contained in the City's General Plan Land Use and Transportation Element (adopted in 1998). The EPP recommended eighteen unique land use designations for the area. The EPP also included a recommendation to prepare an "implementation guide" to provide specific strategies and standards to guide the initiation and evaluation of waterfront related projects which has never

been developed to date. The zoning for the area, largely put in place in the 1960's, was never updated to be in conformance with the EPP land use designations. The existing zoning for the area is primarily M-40, Heavy Industrial with a small pocket of HBX-3, Housing and Business Mix near the Kennedy Tract area. The existing EPP land use designations for the area consist of Light Industrial, Planned Waterfront Development, Residential Mixed Use, Heavy Industrial, and General Commercial. (See **Attachment B** for Estuary Policy Plan land use designations and existing zoning map.) If the zoning for the area were brought into conformance with the EPP, almost half of the industrial land would be permitted to shift to residential use, which would potentially conflict with job creation and industrial land retention objectives. Therefore, the Specific Plan will address the land use conflicts and function as an implementation guide called for by the EPP.

The Specific Plan study area falls within the boundaries of two separate Redevelopment Areas. The study area is primarily located within the Coliseum Redevelopment Area (CRA). The goals of the CRA are to stimulate business opportunities for industrial, research and development and commercial activities by improving infrastructure; provide long-term job training and employment; and enhance resident's quality of life through public safety improvements, homeownership opportunities, and neighborhood revitalization efforts. The CRA Plan contains proposed public improvements to help achieve these goals. A small portion of the Specific Plan study area is located in the Central City East Redevelopment Area (CCE). (See **Attachment C** for links to these plans and **Attachment D** for the environmental impact reports for these plans.)

Another key report focused on waterfront access and recreational opportunities in the Estuary area. The *Oakland Waterfront Trail: Bay Trail Feasibility and Design Guidelines (2003)*, includes a detailed feasibility study, site plan and design standards for development of a waterfront promenade/Bay Trail alignment along the Oakland Estuary shoreline. Significant resources were invested to develop and partially implement this plan. The Specific Plan will provide a connection between the City's prior funding commitments to construct the Bay Trail, including Measure DD, a bond passed by voters in 2002, projected to provide \$53 million in funding for activities related to the development of the Bay Trail. (See **Attachment E** for a list of Measure DD projects planned or underway related to the Bay Trail in the study area and **Attachment F** for a map of Measure DD projects.) Additionally, the Specific Plan will compliment the East Bay Regional Park District's construction of a new waterfront park at the tip of the Tidewater area.

The estuary area continues to experience development interest, although conflicting land use priorities and essential infrastructure deficiencies necessitate a formal planning process. The estuary area is presently underserved with regards to roadways, sewers, storm drainage and other essential infrastructure. The scope of needed public improvements is beyond what any one developer would likely be required to do; so area-wide financing mechanisms are needed to build the required infrastructure. The Specific Plan will illustrate the infrastructure requirements necessary and outline the financing mechanisms to achieve a fair share approach to the substantial reinvestment needed to accommodate redevelopment and revitalization of the area, along with park, Bay Trail and open space development. A Specific Plan will establish a framework for development that will transform the area into a vibrant mixed-use district and

regional destination while preserving the industrial land base and maintaining the waterfront as a place of employment.

B. Purpose and Intent of the Specific Plan and Related Environmental Impact Report (EIR)

The objective of the Specific Plan requested by this RFP is to provide policy guidance on how this area would develop that balances land use goals with environmental and economic interests, as well as provides the regulatory framework to support development. The Specific Plan will build upon previous planning efforts and be coordinated with other development projects underway for properties in close proximity to the Central Estuary area. A program for implementing land use policies will be a critical component of this plan and will include supportive zoning changes, development standards, design guidelines, a marketing program and other feasible development incentives. In addition to stimulating business development by providing a plan for infrastructure improvement and financing mechanisms, the Specific Plan will also increase the attractiveness of the area by identifying priorities for pedestrian enhancements, necessary parking, and streetscape improvements. The EIR adopted to support the Specific Plan will avoid/streamline the environmental review (and corresponding time and resources) of projects that fall within the scope of the Specific Plan EIR. Finally, the Specific Plan will provide predictability for existing and new residents, businesses and developers about the future of the area.

II. Proposal Information

A. Consultant Qualifications

The selected consultant team must be able to demonstrate a proven track record in completing Specific Plans and complex environmental analyses. Most importantly, the consultant team must be facile in conducting primary research and facilitating authentic community participation. The consultant team must be willing and fully capable of working closely with relevant City departments through this effort. The consultant team must show strong project management skills, demonstrate the ability to meet project budget and deadlines, and be willing to build upon the body of work that has already been completed. Time is of the essence in this effort and the performance schedules provided by the consultant team will be considered carefully.

B. City Participation

The City will provide policy guidance and provide written comments on the administrative drafts of the Specific Plan, administrative drafts of the Draft EIR and Final EIR, and other related project documentation, as appropriate. The consultant will be expected to develop materials for project meetings and workshops. The City will assist in outreach, translation/interpretation needs, and dissemination and distribution of such materials (e.g. announcements, newspaper ads, etc). The City will also be responsible for coordinating meeting logistics with other City staff, stakeholders (including other agencies) and the broader community.

C. Required Format of Project Deliverables

All data must be formatted for the City's computer hardware and software. The format of all text and graphic documents must be compatible with MS Word, Excel or Adobe Creative Suite 2 (e.g. Illustrator, Photoshop, Acrobat), respectively. All digital maps shall be in an ArcGIS 9.2 compatible shapefile or geodatabase format and State Plane Coordinate System NAD83, unless otherwise directed by the City. For all documents, one camera-ready master copy as well as a copy (in native file format and PDF) on CD-ROM shall be provided to the City, in addition to any number of printed copies specified below.

D. Ownership of Materials and Originals

Originals of all materials prepared under this contract become the property of the City of Oakland. The consultant shall provide the City with electronic versions of all text files and exhibits. The consultant shall also provide the City with a set of "camera-ready" originals for reproduction. All prepared materials and documents furnished to the consultant by the City shall be returned to the City before final payment will be made.

E. Compensation

The budget for this project has not yet been determined. All consultants who respond to this RFP should propose a "Not to Exceed" maximum dollar amount which will be the maximum cost to complete the project scope including expenses and sub-consultant work, broken down by task.

III. Scope of Services

The City is seeking a qualified consultant to develop a Specific Plan and prepare an environmental impact report (EIR) for the Central Estuary area. The required scope of work for both documents is provided below.

A. Summary Information

1. Project Schedule

The project is scheduled to be completed over an 18 to 24-month timeframe, including execution of a professional services contract. The timing of the Specific Plan and EIR must be overlapping so that the preparation of both documents will be parallel and iterative; the information collection and analysis can be used for both documents. Development of the mitigation measures shall be an iterative process concurrent with the development of the Specific Plan such that the mitigation measures can be converted, where appropriate, to Specific Plan goals, policies, and implementation measures.

2. Coordination with Other Studies and City Agencies

The consultant shall coordinate development of the Specific Plan with relevant studies and initiatives developed by the City and others as these affect the Specific Plan. **Attachment C** lists City of Oakland plans and initiatives pertinent to the estuary area. Particular attention is to be paid to coordination of existing facilities, activities, plans, and studies in progress within the City's Public Works Agency (PWA), Community and Economic Development Agency (CEDA), and City of Oakland Parks and Recreation.

3. Coordination with Other Agencies

A number of other public agencies operate and maintain public facilities in the estuary area including, but not limited to, the Port of Oakland, Caltrans, East Bay Regional Parks District, East Bay Municipal Utilities District and AC Transit. The consultant will need to coordinate with these agencies during the Specific Plan planning process.

4. Meetings and Hearings

The consultant should be available throughout the Specific Plan/EIR preparation period to meet with City staff and the project team to gather information, review progress, arrive at a reasonable range of alternatives, review preliminary findings, and discuss staff comments, as well as attend relevant community meetings and official public hearings during the Specific Plan adoption and EIR certification process. The consultant will work with City staff prior to each meeting to prepare an agenda and ensure that the appropriate individuals are requested to attend.

The consultant should include the following range of meetings, workshops and hearings (described in more detail below) during the duration of the project:

- 24-26 project meetings with City staff

- 8-9 large community workshops
- 4 meeting with the Parks and Recreation Advisory Council (PRAC) to discuss Specific Plan proposals that relate to the Bay Trail and other planned open space as well as for EIR scoping session and review of DEIR and FEIR.
- 4 meetings with Landmarks Preservation Advisory Board for EIR scoping session, and review of DEIR and FEIR, as well as Specific Plan review
- 8-10 public meetings/hearings with the Planning Commission and City Council to prepare and adopt/certify the Specific Plan and its EIR.

B. Central Estuary Area Specific Plan

Three community meetings were convened to help develop the scope of services for the Specific Plan. Emotionally charged discussion focused around cumulative and social equity impacts. The Specific Plan will need to address impacts with respect to the following 1) health impacts; 2) jobs likely to be gained or lost (and job skills and other characteristics of the workforce in those jobs); 3) impacts on affordable housing; 4) impacts on schools and city services; and 5) potential for direct and indirect displacement of residents. Participants also underscored the need for a public outreach process that ensured authentic participation by traditionally well-organized groups such as local business improvement associations, homeowners and developers, as well as traditionally underrepresented lower-income, renter and non-English speaking communities.

Task A. Gather and Review Existing Information

The consultant shall gather and review existing adopted plans and studies including, but not limited to, the General Plan and EIR (all elements including the Bicycle Master Plan and EIR and the Pedestrian Master Plan and EIR), the Estuary Policy Plan and EIR, the Oakland Waterfront Trail: Bay Trail Feasibility and Design Guidelines, relevant adopted Redevelopment Plans, related environmental documents (e.g. 2007 Measure DD Program DEIR), and other information about planned improvements in the Estuary Area (See **Attachment C** for a preliminary list of relevant information).

Task B. Existing Conditions and Opportunities and Constraints Analysis

The consultant will be expected to prepare a report that is a preliminary assessment of existing conditions, and opportunities and constraints associated with planning to transform the Central Estuary Area into a vibrant mixed-use area.

1. Land Use and Urban Form

The consultant shall assess the existing land use and urban form of the study area, including but not limited to, the following:

- built and proposed development, vacant and underutilized parcels (e.g., acreage, building characteristics and ownership patterns)
- existing open space and other community facilities
- urban design and form

- existing land regulations and other City policies/programs that affect potential development

2. Demographic, Socio-Economic and Market Conditions

The consultant shall collect and review baseline data on the socio-economic and community health conditions for the Central Estuary Specific Plan study area and surrounding areas. The consultant shall develop a resident profile(s) including race, income, education level, employment status, health, tenure, etc. A business profile shall also be developed for the area to include the number and characteristics of businesses and employees, infrastructure needs, and expansion opportunities among other factors. The baseline data should be collected and assessed following the model of the tool developed/used by the Alameda County Public Health Department, the Healthy Development Measurement Tool (HDMT).

This data and analysis should be used for evaluation of land use alternatives developed in Task D. below.

3. Infrastructure Conditions

The consultant will assess existing transportation and utility infrastructure including, but not limited to: circulation/access (e.g. car, bicycle, pedestrian and transit), traffic conditions, streetscape, parking supply; utilities (e.g. water, sewer, storm control and drainage, gas, electrical power and telecommunications) and public facilities.

Deliverables for **Task B.** shall include:

- An Existing Conditions Report (which will be incorporated into the Specific Plan, as appropriate). The Existing Conditions Report will be amended up to three times based on any comments received from City staff in redline/strikeout format showing additions and deletions.

Task C. Outreach and Public Participation

The Central Estuary Area Specific Plan planning process must be built upon broad public involvement, and on creative methods for finding common ground among diverse groups: community members, neighborhood groups and business organizations, business owners, property owners and developers.

The consultant shall develop a detailed outreach and public participation strategy that includes creative alternative approaches to maximize participation from traditionally underrepresented stakeholder groups, such as members of lower-income renter communities and non-English speaking communities. The outreach and public participation program should include large community workshops and smaller meetings with stakeholder groups, mailings, project website and any other tools necessary to solicit community input on the proposed Central Estuary Area Specific Plan. The proposed community workshops should include the following:

- Visioning Workshop(s) to develop Specific Plan vision and goals (2-3 workshops)
- Existing Conditions/Opportunities and Constraints (1 workshop)
- Land Use/Urban Design Alternatives Development (2 workshops)

- Selection of Preferred Alternative (1 workshop)
- Presentation of draft plan/design guidelines (2 workshops)

Deliverables for *Task C.* shall include:

- Memorandum outlining the outreach and public participation strategy. This memo will be amended up to two times based on any comments received from City staff in redline/strikeout format showing additions and deletions.
- Project Website
- Multilingual outreach and meeting materials for meetings and community workshops (as noted in Part II.B. of this RFP, the City will provide translation and interpretation services; the consultant is responsible for creating document/material content for English versions and graphic layout).

Task D. Land Use/Urban Design Alternatives

Based on the information gathered from Tasks A, B, and C above, the consultant shall work with the community to develop three (3) land use/urban design alternatives for the Specific Plan area. Also, the consultant shall attend and make presentations about these alternatives to the Planning Commission and its committees and the City Council and its committees. For the purposes of policy discussion and environmental assessment, the alternatives will contrast different land use compositions and intensities. Each land use alternative shall include a detailed breakdown of the development potential, including analysis assumptions. Each alternative should also be evaluated relative to the information collected in Task B., to help illustrate the differences across alternatives for different factors. An analysis of potential sources of additional jobs and the workforce characteristics needed for any potential future jobs shall also be included. The consultant shall also prepare a market demand analysis for the types of potential land uses for the Specific Plan study area.

Deliverables for *Task D.* shall include:

- Draft alternatives (including cost estimates for potential build-out scenarios). The draft alternatives will be amended up to three times based on any comments received from City staff in redline/strikeout format showing additions and deletions.
- Based upon public review, revise draft alternatives. The revised draft alternatives will be amended up to three times based on any comments received from City staff in redline/strikeout format showing additions and deletions.

Task E. Specific Plan Preparation

The Consultant shall prepare a Specific Plan that integrates the preceding tasks A-E that includes, at a minimum, the following components:

1. Executive Summary

The Executive Summary will provide an overview of the Specific Plan planning process and priority recommendations.

2. Planning Context

The planning context chapter of the Specific Plan will provide information (from Task B. above) about the area's existing conditions and discuss opportunities and constraints.

3. Vision, Goals and Objectives

This chapter will present the common values and goals generated through the extensive community involvement effort. The vision, goals and objectives established will help guide the study area's successful transformation to a vital waterfront district over time.

4. Land Use Element

The land use element shall include consultant developed recommendations and implementation measures to address the land use/site organization, building massing, articulation and intensity/density for the Central Estuary area. Land use diagrams, maps and/or other figures will be included, as necessary, to illustrate the proposed land use plan. It should also contain recommendations for building and public design guidelines in the study area to enhance development opportunities and maintain uniform appearances in the public realm and for building and signage appearance.

5. Infrastructure Element

- a. Access, Circulation and Parking Plan.** The plan should include, but is not limited to the following tasks:
 - Evaluate roadway capacities and configurations and make recommendations for roadway improvements inside and outside the Specific Plan study area that will result in safe, efficient and attractive travel routes to support the proposed land uses.
 - Provide recommendations regarding improved regional connections and freeway access to the area.
 - Make recommendations for improvements to public transit stations and routes to provide cohesive, inviting connections to and around public transportation destinations.
 - Provide recommendation for local circulation connections between Oakland neighborhoods and the waterfront.
 - Make recommendation for improving pedestrian and bicycle circulation along the waterfront. Refer to the *Oakland Waterfront Trail: Bay Trail Feasibility and Design Guidelines*, as proposing firms should not include new design guidelines, but rather proposing firms should be prepared to evaluate each of the recommendations, select a preferred alternative and provide a greater level of detail for the Specific Plan document
 - Analyze present and additional future parking requirements and methods for financing recommendations.
 - Investigate the feasibility and cost of providing for future parking requirements through utilization of any presently underutilized parking, and through provision of new parking facilities.

- b. Streetscape.** The plan should establish the standards and location for landscaped medians, sidewalks, street furniture, and gateway enhancements. This plan should be integrated with the roadway network and pedestrian/bicycle network plans described above.
- c. Utilities and Public Services/Facilities.** The plan should provide an analysis for existing and proposed infrastructure and facilities to serve the Plan area consistent with provisions of the General Plan. Tasks shall include:
 - Evaluation of and recommendations for storm drainage and grading in the Plan area. Provide recommendations for best management practices (BMP's) to be implemented on a project-by-project basis.
 - Evaluate water service capacity and needs. Coordinate review and approvals with EBMUD.
 - Evaluate wastewater disposal needs and coordinate collection and treatment requirements with EBMUD.
 - Evaluate gas and electrical capacity and distribution patterns. Provide provisions for undergrounding of new services.
 - Evaluate telecommunication needs.
 - Evaluate need for fire protection services and provide recommendations to accommodate adequate response time and levels of service to the Plan area in coordination with the Oakland Fire Department.
 - Evaluate public transit improvements that would result with the increased density proposed for the Plan area.
 - Provide a plan for solid waste pick up and recycling.
- d. Community Facilities.** The plan should define the size and location of community facilities within the Specific Plan study area, including parks, community center, open space, etc., and it should:
 - Identify the location and sizing of desired community facilities within the Specific Plan study area based upon planned land uses;
 - Delineate the amount of land needed for desired community facilities;
 - Provide analysis and estimate the costs to construct and maintain community facilities within the Specific Plan study area.

6. Implementation, Financing and Phasing

The consultant shall provide a description of its approach to developing financing measures and regulations and ordinances which will implement the Specific Plan including:

- Construction costs for implementing all public improvement recommendations of the Specific Plan in year 2009 dollars.
- Financing plan and funding strategies for public improvements.
- Prioritization recommendations.
- Implementation and phasing recommendations, including identification of parties responsible for completing capital improvements.
- Projected consulting costs for development of construction documents for specific public improvement projects.

- Recommended maintenance standards for all public improvements.
- Recommend financing and development incentives strategies.

7. Relationship of Specific Plan’s CEQA Review to Subsequent Projects

The plan should include a discussion of projects that will be exempt from additional CEQA review based on Specific Plan EIR, and projects that will require additional environmental review.

8. Specific Plan Administration and Enforcement

The plan should include a discussion of Specific Plan cost recovery fees authorized by CA Govt. Code Section 65456; Specific Plan Amendment procedures and, as necessary, process to incorporate Specific Plan regulations and standards from the Specific Plan into the development review process, as well as a list and description of other City departments and other agencies with responsibilities for implementation and enforcement of the Specific Plan.

9. Appendices

The plan should contain appendices, as necessary, including the following at a minimum:

- Precise description and map of the Specific Plan Study Area and boundary
- Key Specific Plan background data and information
- Glossary of terms (as necessary).

Deliverables for **Task E.** shall include:

- Administrative Draft Plan. The Administrative Draft Plan will be amended up to three times based on any comments received from City staff in redline/strikeout format showing additions and deletions.
- Public Review Draft
- Final Draft Plan. The Final Draft Plan will be amended up to three times based on any comments received from City staff in redline/strikeout format showing additions and deletions.

Task F. Zoning and General Plan Amendments (as necessary)

The consultant shall prepare documentation, including environmental review (as discussed below) and staff reports required to process any zoning and/or General Plan amendments proposed by the Specific Plan. The City Council has already indicated that at least one General Plan amendment is expected.

Deliverables for **Task F.** shall include:

- Planning Commission and City Council staff reports for zoning and General Plan amendments. The staff reports will be amended up to three times based on any

comments received from City staff in redline/strikeout format showing additions and deletions.

C. Environmental Impact Report (EIR)

The consultant shall demonstrate to the City that they, or members of the consultant team, possess expertise in CEQA, and that they have a working knowledge of planning regulations and the application of the planning process at the local level. The EIR shall reflect a complete understanding of the City's development entitlement process. The EIR shall be written to allow the City to easily implement the Specific Plan and to enable the City to subsequently avoid/streamline project-level CEQA reviews that are consistent with the Specific Plan. Tasks related to preparation of the EIR are presented below.

Firms must address their approach with recognition that nine years have elapsed since the original CEQA review for the Estuary Policy Plan was conducted and almost ten years for the Land Use and Transportation Element of the General Plan. Firms must consider and **recommend the appropriate type of CEQA review** to be conducted – Programmatic EIR, Master EIR, other – and why, **and how to avoid or streamline project-level CEQA review** for catalyst development projects.

Task G. Preliminary Evaluation and EIR Initiation

1. Initial Study (See Attachment G)

Consultant shall discuss with City staff and evaluate whether to prepare an Initial Study. If the City determines necessary, the consultant shall prepare an Initial Study that may focus the scope of the EIR on topics that may result in significant effects (or that are otherwise of public interest warranting discussion in the EIR). Where possible, the analysis in the Initial Study would present evidence to demonstrate clearly and credibly which topics analyzed therein would not result in a significant effect and warrant analysis in the EIR. The Initial Study shall be amended up to three times based on any comments received from City staff in redline/strikeout format showing additions and deletions.

2. Notice of Preparation

Consultant shall prepare a Notice of Preparation, as required by CEQA Guidelines Section 15082 for review by City and amend based on any comments received from City staff in redline/strikeout format showing additions and deletions. The City will develop the public distribution list for the NOP and distribute the NOP (and Initial Study, as appropriate) to interested parties. Consultant will distribute document(s) to the State Clearinghouse and County Assessor for required postings as a part of this subtask.

3. Scoping Session Report to Planning Commission

Consultant shall prepare a scoping session staff report to Planning Commission for review by City and amend based on any comments received from City staff in redline/strikeout format showing additions and deletions.

4. Base Map Preparation

The study area is limited to the Central Estuary Area (which encompasses 19th Ave. to the north, 50th Ave. to the south, I-880 to the east and the Bay to the west). The base map will be used to illustrate the proposed project and project alternatives, including the relationship to surrounding areas with regard to Specific Plan build out impacts. The base map will be available for consultant and City staff use during meetings and presentations.

5. Significance Criteria

Based on input from City staff, the consultant will review the City of Oakland's significance criteria and prepare a draft set of significance criteria for this EIR (copy of draft significance criteria is included in **Attachment H**). The consultant will submit the draft to City staff for review and acceptance prior to undertaking any impact analysis. If any changes to the significance criteria are requested, the consultant will submit changes to the City in redline/strikeout format and explain reasons for any changes.

Deliverables for *Task G*. shall include:

- Initial Study
- Notice of Preparation
- Scoping Session Staff Report
- Study Area Base Map
- Memorandum on EIR Significance Criteria

Task H. Setting, Impacts, Standard Conditions of Approval and Mitigation Measures

Setting, impacts, Standard Conditions of Approval and mitigation measures documentation for each of the anticipated issue areas defined in **Attachment G** or not scoped out in the Initial Study process will be incorporated into the EIR. As required by CEQA, the setting will describe the environment in the study area "as it exists before the commencement of the project," that is, generally, when the City issues the NOP. The setting should be presented from site specific, neighborhood, local, subregional, and/or federal perspectives, as appropriate to each environmental topic. The analysis will describe the current impacts, Standard Conditions of Approval, evaluate potential impacts, and include practical mitigation measures to mitigate significant impacts, as appropriate. The consultant should identify other topics not identified in Oakland CEQA Thresholds/Criteria of Significance Guidelines (**Attachment H**) that may have an impact or secondary impact an incorporated into the EIR analysis.

Task I. Cumulative and Growth Inducing Impacts

Section 15130 of the CEQA Guidelines requires that an EIR evaluate potential environmental impacts that are individually limited but cumulatively significant. These impacts can result from the Specific Plan alone or together with other policies. The analysis of cumulative effects will address the potential impacts associated with the Specific Plan in conjunction with all past, present, existing, approved, pending and reasonably foreseeable future projects for years 2015 and 2030. The consultant will work with City staff to determine what projects should be included in the cumulative analysis. Mitigation measures, if feasible, will be developed to mitigate the Specific Plan's contribution to significant cumulative effects.

The potential growth-inducing impacts of the Specific Plan will also be evaluated. CEQA considers a project to be growth-inducing if it would foster economic or population growth.

Task J. Alternatives

The alternatives chapter of the EIR for the proposed project will begin by describing the CEQA requirements for evaluation of alternatives. The consultant will evaluate up to three alternatives for the project, as follows:

- The CEQA-required "No Project Alternative"
- Consultant generated Specific Plan Land Use/Urban Design Alternatives
- A Reduced Scope Alternative
- A Mitigated Project Alternative

The consultant will describe each alternative and provide an analysis of the potential impacts related to each environmental topic addressed in this EIR relative to the Specific Plan, and include a matrix comparing the alternatives to one another as well as an evaluation against the City's Thresholds of Significance. According to the CEQA Guidelines, alternatives can be evaluated in less detail than the proposed project. The discussion provided will be of sufficient detail to evaluate the benefits and drawbacks of each alternative and provide qualitative conclusions regarding the alternatives. Also identify environmentally superior alternatives.

Deliverables for *Task J.* shall include:

- Memorandum describing proposed alternatives for analysis in the EIR. The memo will be amended up to three times based on any comments received from City staff in redline/strikeout format showing additions and deletions.

Task K. CEQA-required Assessment Conclusions

The consultant will prepare the appropriate conclusions to fulfill CEQA requirements by providing assessment of several mandatory impact categories including:

- Unavoidable significant environmental impacts;

- Significant irreversible environmental changes which would be caused by the Specific Plan; and
- Relationship between short-term and long-term uses of the environment.

Task L. Draft Environmental Impact Report

1. First Administrative Draft EIR

The information developed in Tasks A through K will be refined and organized into an Administrative Draft EIR. The EIR is expected to include the following components:

- Table of Contents
- Introduction
- Executive Summary and Impact, Standard Conditions of Approval and Mitigation Summary Table
- Project Description
- Environmental Setting, Impact Analysis, Standard Conditions of Approval and Mitigation Measures
- CEQA-Required Assessment Conclusions
- List of Persons and Organizations Contacted
- Bibliography
- Technical Appendices (as needed)

Ten (10) hard copies of the Administrative Draft EIR #1 will be submitted to the City, along with PDF and MS Word versions. Following receipt of comments, the consultant will consolidate the reviewers' comments and identify conflicting comments and others that may warrant discussions with the EIR reviewing team. The consultant will then meet with City staff to discuss comments on the Administrative Draft #1.

2. Second Administrative Draft EIR

The consultant will amend the first Administrative Draft EIR based on the comments received from City staff in redline/strikeout format showing additions and deletions.

Ten (10) hard copies of Administrative Draft EIR #2 will be provided to the City, along with PDF and MS Word versions, to allow the reviewers an opportunity to review the revisions made to the document. Following receipt of comments, the consultant will consolidate the reviewers' comments and identify conflicting comments and others that may warrant discussions with the EIR reviewing team. The consultant will then meet with City staff to discuss comments on the Administrative Draft #2.

3. Third Administrative Draft EIR (if necessary)

The consultant will amend the second Administrative Draft EIR based on the comments received from City staff in redline/strikeout format showing additions and deletions.

Ten (10) hard copies of Administrative Draft EIR #3 will be provided to the City, along with PDF and MS Word versions, to allow the reviewers an opportunity to review the revisions made to the document. Following receipt of comments, the consultant will consolidate the reviewers' comments and identify conflicting comments and others that may warrant discussions with the EIR reviewing team. The consultant will then meet with City staff to discuss comments on the Administrative Draft #3.

4. Screencheck Draft EIR

The consultant will amend Administrative Draft EIR #2 based on any additional comments received from City staff in redline/strikeout format showing additions and deletions.

Three (3) copies of the Screencheck Draft EIR will be provided to City staff, along with PDF and MS Word versions, to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable.

5. Public Review Draft EIR

One hundred (100) copies and 25 CD-ROM's of the Draft EIR will be produced for public distribution and submittal to the City. The consultant will prepare a combined Notice of Availability/Release and a Notice of Completion, in accordance with the *CEQA Guidelines*, and coordinate with the City to distribute the Draft EIR pursuant to CEQA and City review procedures. Consultant will send the appropriate number of copies to the State Clearinghouse for its use. Two CD-ROM's will be delivered to the City containing all digital files of the Draft EIR in MS Word and PDF format. Consultant will draft the staff reports and attend the Draft EIR public hearing as well as attend advisory board meeting such as the Parks and Recreation Advisory Board and produce a written transcript of the comments for use in subsequent tasks and for inclusion as a part of the Final EIR comments section.

Deliverables for *Task L* shall include:

- Ten (10) copies of the Administrative Draft EIR #1 (and PDF and MS Word versions)
- Ten (10) copies of the Administrative Draft EIR #2 (and PDF and MS Word versions)
- Ten (10) copies of the Administrative Draft EIR #3 (and PDF and MS Word versions) – if necessary
- Three (3) copies of the Screencheck EIR #3 (and PDF and MS Word versions)
- One hundred (100) copies and twenty-five (25) CD-ROMs of the Public Review Draft EIR #3 (and PDF and MS Word versions)

Task M. Final EIR

The consultant will prepare responses to comments as part of the Final EIR on the project following the public review period.

1. Administrative Draft Final EIR #1

The consultant will formulate responses to comments on the Draft EIR, including written comments received from the public and agencies and prepare a Final EIR. Included in the

Administrative Draft Final EIR will be the: (1) a list of persons, organizations, and public agencies commenting on the Draft EIR; (2) copies of all written comments, and the responses thereto; and (3) summary of verbal comments on the Draft EIR received at public hearings and responses thereto; and (4) necessary revisions to the Draft EIR. The consultant should be prepared to manage responses to comments with substantial amounts of topic-specific detail. The consultant will discuss the best approach to the responses with City staff at a meeting following the close of the comment period, which may include the use of master responses.

Ten (10) copies of the Administrative Draft Final EIR will be submitted to the City, along with PDF and MS Word versions, for review and comment. At the end of the review period, the consultant will meet to discuss comments on the Administrative Draft.

2. Administrative Draft Final EIR #2

After review by City staff, the consultant will consolidate the comments received and identify conflicts and other comments that may warrant discussion with the EIR reviewing team. The consultant should be prepared to manage responses to comments with substantial amounts of topic-specific detail. The consultant will meet with City staff to discuss comments. The consultant will amend the Administrative Draft Final EIR #1 and prepare the Administrative Draft Final EIR #2 for review by City staff, showing additions and deletions in redline/strikeout format. Ten (10) copies of this version will be provided to City staff, along with PDF and MS Word versions.

3. Administrative Draft Final EIR #3 (if necessary)

After review by City staff, the consultant will consolidate the comments received and identify conflicts and other comments that may warrant discussion with the EIR reviewing team. The consultant should be prepared to manage responses to comments with substantial amounts of topic-specific detail. The consultant will meet with City staff to discuss comments. The consultant will amend the Administrative Draft Final EIR #2 and prepare the Administrative Draft Final EIR #3 for review by City staff, showing additions and deletions in redline/strikeout format. Ten (10) copies of this version will be provided to City staff, along with PDF and MS Word versions.

4. Screencheck Final EIR

After the City has reviewed the second Administrative Draft Final EIR #2 or #3, the consultant will prepare a Screencheck Response to Comments Document. The consultant will amend the Administrative Draft Final EIR and prepare a Screencheck version for final review by the City staff, showing additions and deletions in redline/strikeout format. Three (3) copies of this version will be provided to City staff, along with PDF and word versions.

5. Public Review Final EIR

The consultant will prepare and provide the City with fifty (50) bound copies **and 25 CD-ROM's** of the Final EIR for public distribution and review. The consultant will send an appropriate number of copies of the FEIR to the State Clearinghouse for its use. Two (2)

camera-ready copies and two (2) MS Word and PDF format copies will be submitted to the City.

Deliverables for *Task M.* shall include:

- Ten (10) copies of the Administrative Draft Final EIR #1 (and PDF and MS Word versions)
- Ten (10) copies of the Administrative Draft Final EIR #2 (and PDF and MS Word versions)
- Ten (10) copies of the Administrative Draft Final EIR #3 (and PDF and MS Word versions) – if necessary
- Three (3) copies of the Screencheck Final EIR #3 (and PDF and MS Word versions)
- Fifty (50) copies and twenty-five (25) CD-ROMs of the Public Review Final EIR #3 (and PDF and MS Word versions)

Task N. Standard Conditions of Approval and Mitigation Monitoring and Reporting Program

The consultant will prepare Standard Conditions of Approval/Mitigation Monitoring and Reporting Program (MMRP) for this project and will identify responsibility for implementing and monitoring each standard condition of approval mitigation measure, along with monitoring triggers and reporting frequency, subject to approval by City staff. The consultant will also work closely with City staff to ensure that the program is prepared in a format that will be easy for staff to implement and is tailored to the City's approval procedures. A checklist will be prepared listing these items and providing a column for verification of compliance. Monitoring will be dovetailed with existing processes of project design, development, and review.

The SCA/MMRP will be submitted to City staff for review with the Administrative Draft Final EIR #1, and revised showing additions and deletions in redline/strikeout format based upon City comments. See deliverables for Task L. above.

IV. RFP Submittal Process

A. General Information

1. **A pre-proposal conference is scheduled for 10:00 a.m. on July 30, 2008 at 250 Frank H. Ogawa Plaza, 3rd Floor, Dimond Conference Room, Oakland, California.** For firms planning to submit a proposal, but which are unable to attend the pre-proposal conference, it is recommended that those teams contact Contract Compliance and Employment Services at (510) 238-3970 to review the City's LBE/SLBE program. The pre-proposal conference will cover the following items:
 - a. Project information
 - b. The City's Local Business Enterprise (LBE) and Small Local Business Enterprise (SLBE) program
 - c. The City's Living Wage Ordinance
 - d. The City's Equal Benefits Ordinance
 - e. Proposal submittal requirements
 - f. Questions by attendees
2. The teams selected for this program shall obtain or provide proof of having a current City of Oakland Business Tax Registration.
3. **"Attachment I"**, The City's Local and Small Local Business Enterprise Program. The Local and Small Local Business Enterprise Program describes the objectives, goals and policies of the city regarding the participation of certified Local Business Enterprise / Small Local Business Enterprise (LBE/SLBE) in the City's contracts. There is a twenty percent (20%) minimum participation requirement for all professional services contracts valued at fifty thousand dollars (\$50,000) or more. Compliance may be achieved at a rate of ten percent (10%) local and 10% small local certified business participation. The requirement may be satisfied by a certified prime and/or sub-consultant(s) or a small local certified business may meet the twenty percent requirement. The City of Oakland's Office of Contract Compliance and Employment Services must certify a business in order to earn credit toward meeting the twenty percent requirement. A good faith effort is not required in light of the twenty percent local business participation requirement.

The consultant should not take the requirement lightly, since it will weigh in evaluating proposals and in the final consultant selection process. For definition of Certified LBE/SLBE, see Local and Small Local Business Enterprise Program, **Attachment I**, page 18.

Teams located outside the City of Oakland are encouraged to either establish a joint venture or other consulting and sub-consulting arrangements with Oakland-based firms. Joint

ventures will be required to conform to the pertinent laws, which govern the creation of such business arrangements. If a consultant is able to develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the agreement must be submitted for approval to Contract Compliance and Employment Services prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.

For tracking purposes, the consultant is asked to show the percentage and dollar amount of MBE/WBE participation on all sub-consultant listings. Consultants are asked to provide data regarding the racial, ethnic, and gender make up of listed sub-consultants and be prepared to provide documentation that demonstrates the methodology used to select all sub-consultants.

Furthermore, the City Administrator’s Office will track the City’s MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of race, ethnicity or gender, and will make periodic reports to the City Council concerning such utilization. The City will report any discrimination in City contracts to the appropriate Federal and State agencies, and will take action against consultants that are found to be engaging in discriminatory acts or practices up to and including termination or debarment.

4. Living Wage Ordinance (LWO)

This Agreement is subject to the Oakland Living Wage Ordinance which requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service Consultants (consultants) of the City and employees of City Financial Assistant Recipients (CFARs) (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule-N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must comply as follows:

- Minimum compensation – Said employees shall be paid an initial hourly wage rate of \$10.83 with health benefits or \$12.45 without health benefits. Effective July 1st of each year, contractor shall pay adjusted wage rates.
- Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.62 per hour. Consultant shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid

holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

- Federal Earned Income Credit (EIC) – To inform employees that he/she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service and (2) the 2008 Earned Income Tax Outreach Kit www.cbpp.or/eic/2008.
- Consultant shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- Consultant shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment.
- Consultant shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Consultant shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Consultant shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- Consultant shall require sub consultants that provide services under or related to this Agreement to comply with the above Living Wage provisions. Consultant shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Contract Compliance & Employment Services Division.

5 Equal Benefits Ordinance

This contract will be subject to the Equal Benefits Ordinance of Chapter 2.232 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City consultants between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The Ordinance shall only apply to those portions of a consultant's operations that occur (1) within the City; (2) on real property outside the City if the property is owned by the City or if

the City has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the City; and (3) elsewhere in the United States where work related to a City contract is being performed. The requirements of this chapter shall not apply to subcontracts or sub-consultants.

The Equal Benefits Ordinance requires among other things, submission of the attachment incorporated herein as **Schedule N-1** – Equal Benefits-Declaration of Nondiscrimination.

6. Non-Discrimination/Equal Employment Practices

The consultant shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this contract, consultant will agree as follows:

- a. Consultant and consultant's sub-consultants, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Consultant and consultant's sub-consultants shall state in all solicitations or advertisements for employees placed by or on behalf of consultant that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Consultant shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1** ("Declaration of Compliance with the Americans with Disabilities Act,") attached to this RFP.
- d. If applicable, consultant will send to each labor union or representative of workers with whom consultant has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of consultant's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Consultant shall submit information concerning the ownership and workforce composition of consultant's firm as well as its sub-consultants and suppliers by completing **Schedule E** ("Project Consultant"), attached to this RFP.
- f. All affirmative action efforts of consultants are subject to tracking by the City. This information or data shall be used for statistical purposes only. All consultants are required to provide data regarding the make-up of their sub-consultants and agents who will perform City contracts, including the race and gender of each employee and/or

consultant and his or her job title or function and the methodology used by consultant to hire and/or contract with the individual or entity in question.

- g. In the recruitment of sub-consultants, the City of Oakland requires all consultants to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- h. In the use of such recruitment, hiring and retention of employees or sub-consultants, the City of Oakland requires all consultants to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

7. City of Oakland Campaign Contribution Limits

This contract will be subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits consultants that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. Consultant must sign and date an Acknowledgment of Campaign Contribution Limits Form attached to this RFP as **Schedule O**.

8. Nuclear Free Zone Disclosure

Consultant represents, pursuant to **Schedule P** ("Nuclear Free Zone Disclosure Form"), that consultant is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of the contract, consultant will be required to complete **Schedule P**, attached hereto.

9. Prompt Payment Ordinance

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S, passed January 15, 2008 and effective February 1, 2008). The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed late payments are subject to investigation by the City of Oakland Liaison, Office of Contract Compliance, upon the filing of a complaint. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor

fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractor is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance the Prompt Payment ordinance, the prime Contractor or subcontractor shall owe and pay to the claimant interest penalty in the amount of ten percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime contractor or subcontractor from any and all further interest penalty that may be claimed or collected on the amount paid. Claimants that receive interest payments for late payment Prompt Payment ordinance may not seek further interest penalties on the same late payment in law or equity.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with another contractor or subcontractor that delivers goods and/or services pursuant to or in connection with this City of Oakland purchase contract.

Prompt Payment invoice and claim forms are available at the following City of Oakland website: <http://cces.oaklandnet.com/cceshome/> by clicking on the rightmost upper tab labeled Prompt Payment Ordinance. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Liaison, 510-238-6261, Office of Contract Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

10. Professional Services Agreement 10% Retention

The contract resulting from this RFP is subject to the City of Oakland Performance Retention requirements. Ten percent (10%) of the gross fee of this contract will be retained until the prescribed work is completed and accepted by the Agency. Satisfactory completion will be measured by agreed upon quantifiable performance standards. Performance standards measurements will be quantified by an independent auditor as selected by the Agency.

11. The following City staff are available to answer questions regarding this RFP:

- **RFP Contact**
Alisa Shen, Planner III
Phone: (510) 238-2166
E-mail: ashen@oaklandnet.com

- **Contract Compliance Requirements**
Vivian Inman, Contract Compliance Officer
Phone: (510) 238-6261
E-mail: vinman@oaklandnet.com

- **Contract Process, Business Tax Registration, Insurance, etc.**
James A. Bondi, CEDA Contract Administrator
Phone: (510) 238-6654
E-mail: jbondi@oaklandnet.com

B. Submittal Requirements

Interested parties must submit **ten (10) hard copies, as well as an electronic copy in PDF file format on a CD** of the proposals no later than **4:00 p.m. on Friday, September 5, 2008**. All submittals should be directed to:

Eric Angstadt, Strategic Planning Manager
City of Oakland, Community and Economic Development Agency
250 Frank Ogawa Plaza, Suite 3315
Oakland, CA 94612
Phone: (510) 238-6190
E-mail: eangstadt@oaklandnet.com

Each proposal should address the following:

1. Statement of Understanding

After reviewing the Request for Proposal, the proposer shall provide a written statement demonstrating an understanding of the project.

2. Planning Approach

The proposal shall contain a description of the team's or firm's approach toward the project, which includes an evaluation of the City's suggested approach (e.g., what you may do differently and why) with emphasis on the following four components:

- 1) Community Outreach and Participation – Due to the known community interest in this Specific Plan planning process, it is essential that the firm selected to prepare this Specific Plan be facile in designing and executing an authentic and all-inclusive community

participation process. Dynamic professional facilitators must be involved to solicit feedback from all participants and assist with consensus building.

- 2) CEQA Review – Firms must address their approach with recognition that nine years have elapsed since the original CEQA review for the Estuary Policy Plan was conducted and almost ten years for the Land Use and Transportation Element of the General Plan. Firms must consider and recommend the appropriate type of CEQA review to be conducted – Programmatic EIR, Master EIR, other – and why, and how to avoid or streamline project-level CEQA review for catalyst development projects. Also, firms should recommend whether an Initial Study should be prepared (or not) and why.
- 3) Charter City Status – As a charter city Oakland is exempt from certain of the Specific Plan requirements codified in sections 65450-65457 of the California Government Code. Therefore, the consultant’s proposal should provide recommendations, with supporting rationale, regarding statutory components of Specific Plans to alter or omit. The consultant’s proposal must also address the required findings of consistency between the specific plan and the Subdivision Map Act.
- 4) Nature of Specific Plan – The Specific Plan should be both a policy and regulatory document. It should be policy oriented, similar to a general plan but provide a more specific set of policies that give direction about a mix of land uses or goals for particular developments. It should also be a regulatory document which effectively becomes a set of zoning regulations that provide specific direction to the type and intensity of permitted uses or defines other types of design criteria (and thus adopted by ordinance).

3. Work Scope and Budget

All proposals shall contain a description of the basic concept and method for accomplishing the necessary tasks outlined in the RFP, as well as a detailed budget by task (see #7 below in next section).

4. Timeframe for Deliverables

The City estimates that it will enter into a contract with the selected consultant in December 2008/January 2009. A timeline for the various task identified in the Scope shall be developed as an attachment to the consultant contract.

5. Management Plan

All proposals shall include a detailed Management Plan to ensure completion of the described tasks within the above-noted established timeframe in a reliable, cost effective manner. The Management Plan shall contain the following information:

- a. **Key Personnel** – Identification of key staff persons who will be directly involved in the day-to-day administration of the project. This list must include all persons performing work under sub-contracts. Names, resumes, and period of employment of key staff persons must be included.

- b. Organization – The proposal shall include an organizational chart of all staff assigned to the project and number of hours to be committed to the project. Joint ventures are acceptable, however, one lead will be designated and held accountable as the contractor. A clear division of responsibilities and personnel must be outlined in the proposal with a clear delineation of authority as to each member of the Project Team.
- c. Familiarity with legal requirements – Familiarity of the team or firm with environmental policy analysis, CEQA requirements, and a range of implementation procedures.

C. Required Submittal Elements and Format

1. Transmittal Letter

The proposal should include **ten (10) hard copies, as well as an electronic copy in PDF file format on a CD**. Please address correspondence to: “Eric Angstadt, Strategic Planning Manager, CEDA.” An officer of the Prime Consultant must sign the letter. In the case of a joint venture or other joint-prime relationship, an officer of each venture partner shall sign.

2. Project Team

List prime and sub-consultants with individual addresses, telephone numbers and areas of expertise. Briefly describe the project responsibility of each team member. Identify which consultants are Small Local Business Enterprises (SLBE) and Local Business Enterprises (LBE).

3. Project Personnel

- a. Prime Consultant: Provide a detailed resume of the proposed principal-in-charge and the project manager(s) who shall be a full-time employee of the prime consultant for this project. Clearly identify experience relative to this project.
- b. Sub-Consultants: Provide a detailed resume of the proposed project manager who shall be a full-time employee of each sub-consultant for this project. Clearly identify experience relative to this project.

4. Relevant Experience – Prime Consultant and Sub-Consultants

- a. Describe experience in completing projects of the size and scope similar to the project discussed herein.
- b. Describe ability to work with City staff and translate City requirements into a successful project.
- c. Prime consultant should provide specific illustrations of up to five projects for which the consultant has provided professional services. For each project for which descriptions are included, please provide the following information:

- Project name and location
- Brief description of project scope
- Month/year analysis was (is to be) completed
- Firm's project responsibility
- Client name, address, contact person and telephone number
- Project cost – projected and actual.

5. Project Approach and Organization

Briefly describe how you would approach this project. Indicate your understanding of the critical project elements, and what special approach your team will feature to control these elements.

6. References

Prime consultant and sub-consultants: Three business-related references, giving name, company, address, and telephone number and business relationship to firm(s).

7. Project Budget

Hourly Billing Rates and Proposed “Not To Exceed” Maximum for Project

- a. Prime consultant and sub-consultants shall provide a complete list of all staff hourly rates by category, i.e., Principal, Project Manager, etc. Hourly rates shall be all-inclusive, i.e., base salary, fringe benefits, overhead, profit, etc.
- b. Detailed budget **broken down by task.**
- c. “Not to Exceed” maximum dollar amount which will be the maximum cost to complete the project scope including expenses and sub-consultant work.

8. Required Schedules

Schedule C-1: Americans with Disabilities Act: *To be completed by prime consultant only*

Schedule D: Ownership, Ethnicity, and Gender Questionnaire: *To be completed by prime consultant and all sub-consultants*

Schedule E: Project Consultant form: *To be completed by prime consultant only*

Schedule M: Independent Contractors Questionnaire Part A: *To be completed by prime consultant only*

Schedule N: Declaration of Compliance – Living Wage: *To be completed by prime consultant and all sub-consultants whose (anticipated) fee is in excess of \$25,000*

Schedule N-1: Equal Benefits Ordinance: Declaration of Nondiscrimination: *To be completed by prime consultant only*

Schedule O: Campaign Contributions: Professional Services Questionnaire form: *To be completed by prime consultant only*

Schedule P: Nuclear Free Zone Disclosure Form: *To be completed by prime consultant only*

Schedule Q: Insurance Requirement: *Informational only.*

Schedule Z: Certification of Debarment and Suspension: *To be completed by prime consultant and all sub-consultants*

9. Number of Copies

The proposal should include **ten (10) hard copies, as well as an electronic copy in PDF Word file format on a CD.**

V. Evaluation Process

A. Evaluation of Submittals

The following criteria will be used to evaluate and rate the submittals:

- a. Overall quality of the submittal. Responsiveness and conformance to RFP requirements for content and format.
- b. Quality and appropriateness of proposed project team. Professional experience, particularly on projects in Oakland, and background of prime consultant and sub-consultants.
- c. Ability to meet project deadline.
- d. Proposed project budget.
- e. Appropriate personnel (principals, project manager and other key personnel) with required licensure, experience and skills relevant to this project.
- f. Prime consultant and sub-consultants' prior experience and ability to work with City staff and translate City requirements into a successful project.
- g. Quality and appropriateness of proposed project approach and organization. Knowledge and experience in working with relevant codes, regulations and agencies.

B. Interview of Short-Listed Firms

1. The City intends to invite three to eight firms to final interviews and to select one of the firms with which to negotiate a mutually agreeable contract.
2. The firms selected to be interviewed will be notified in writing. It is presently anticipated that the interviews will be conducted within five working days of notification. The interviews will last approximately 1 hour, with the time allocated to the consultant's presentation and a question-and-answer period. The finalist firms shall be prepared to discuss at the interview the estimated work effort in terms of the personnel allocations. Interviews will be held at a City of Oakland office (exact location to be determined).
3. All firms invited for interviews will be treated as equals. That is, the submittal scores will have no bearing on the interview scores. The final selection will be based on a combination of submittal and interview scores.

Interviews of selected teams are scheduled for the week of September 30, 2008. Please ensure that your consultant will be available on this date.

C. Limitations

1. All responses to the RFP become the property of the City.
2. This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of the proposal.
3. The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of this RFP process.
4. The City reserves the right to cancel in part, or in its entirety, this RFP and to waive any irregularities in the RFP process.
5. The City may require Contractor to participate in negotiations and to submit technical information, or other revisions to qualifications as may result from negotiations.
6. California Public Records Act and the City of Oakland Sunshine Ordinance - Once a final award is made, all RFP responses except certain financial and proprietary information become a matter of public record and shall be regarded by the City as public records. The City shall not in anyway be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the California Public Records Act or the City of Oakland Sunshine Ordinance. Respondents should be aware that under the California Public Records Act and the City of Oakland Sunshine Ordinance, all documents submitted in response to this RFP, including financial information, are considered public records and may be subject to public disclosure.
7. The contractor selected for this project shall obtain or provide proof of having a current City of Oakland Business License.
8. Council Policies and Procedures – Contractors must comply with all City Council policies and established procedures as outlined in Attachment A (the City’s LBE/SLBE Program and the Schedules included in Attachment B.
9. Under the requirements of OMB Circular A-133 Supplement, Part 3, Section 1, the City is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$100,000 have not been suspended or debarred from participating in federally funded procurement activities.
- 10. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP and/or RFP process, to obtain further information from any and all contractor teams and to waive any defects as to form or content of the RFP or any responses.**

D. Conflict of Interest/Confidentiality/City-Consultant Relationship

Consultant shall avoid all conflicts of interest and respect its relationship with the City by maintaining confidentiality of materials deemed confidential by law. Consultant specifically agrees to the following:

- Consultant agrees that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this RFP. Without limitation, the consultant represents to and agrees with the City that no conflict of interest is created between providing the City services hereunder and any interest consultant may have with respect to any other person or entity (including but not limited to any federal or state regulatory agency) which has any interest adverse or potentially adverse to the City.
- Every communication between consultant and the City and/or City Attorney shall be considered to be a confidential communication between client and lawyer (see California Evidence Code Section 952), and the confidential work product of the City Administrator and City Attorney, and therefore shall be held in strict confidence. All reports, analysis, maps, diagrams or any documents prepared or assisted in the preparation of or by the consultant, shall be considered to be prepared pursuant to said lawyer-client relationship. All of the above mentioned documents are also considered the work product of the City Administrator and Attorney and shall not be communicated to any person except as specifically authorized in writing signed by the City Administrator and City Attorney.
- The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with an consultant if the consultant or an employee, officer or director of the Consultant's firm, or any immediate family of the preceding, or any team member or subcontractor to Consultant, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of an consultant such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFPs, feasibility studies, master plans or preliminary discussions or negotiations.

VI. Selection Process

A. Contract Negotiations

1. The completion of the interview process will result in the firms being numerically ranked. The firm ranked first will be invited to participate in negotiations for contract terms and fee amount. Should the City and the first ranked firm not be able to reach an agreement as to contract terms and fee amount within a reasonable time frame, the City may terminate the negotiations and begin negotiations with the second ranked firm, and proceed down the list as necessary until an agreement is reached or the list is exhausted.
2. The contract amount will be a not-to-exceed amount, to be established based on the scope of services and tasks listed in Section III. Any task in the scope of services may be deleted at the City's discretion.
3. Reimbursable expenses will be negotiated. The amount for such expenses shall be included in the budget.

B. Contract Award

1. Upon successful completion of the negotiations, a request to the City Council shall be made to authorize the award of the contract to the selected firm.
2. After the contract has been executed, the City shall issue the consultant a Notice to Proceed.
3. The selected consultant will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the consulting team may be required to undergo an evaluation to demonstrate that the firm uses recognized accounting and financial procedures.

END OF REQUEST FOR PROPOSALS

VII. Attachments

(Attachments are available at the City of Oakland Planning and Zoning webpage: <http://www.oaklandnet.com/government/ceda/revised/planning.html>. Page 35 of the online RFP contains links to attachments.)

- A. [Location Map](#)
- B. [Existing Estuary Policy Plan Land Use Designations and Existing Zoning Map](#)
- C. [Relevant City and Regional Plans and Initiatives](#)
- D. [Relevant Environmental Impact Reports \(CD of EIRs available upon request\)](#)
 - D.1 [Estuary Policy Plan EIR](#)
 - D.2 [Land Use and Transportation Element EIR](#) D.2.1 [LUTE Draft EIR](#)
 - D.3 [CRA Redevelopment Area Plan Draft EIR](#) D.3.1 [Summary of Comments to the Draft EIR](#)
 - D.4 [CCE Redevelopment Area Plan EIR](#)
- E. [List of Measure DD Projects Planned or Underway Related to the Bay Trail in the Study Area](#)
- F. [Map of Measure DD Projects Planned or Underway Related to the Bay Trail in the Study Area](#)
- G. [City of Oakland Initial Study and Environmental Review Checklist*](#)
- H. [City of Oakland CEQA Thresholds/Criteria of Significance Guidelines*](#)
- I. [City of Oakland Local and Small Business Enterprise Program](#)
- J. [City of Oakland Required Schedules:](#)
 - [Schedule C-1– Americans with Disabilities Act](#)
 - [Schedule D – Ownership Questionnaire](#)
 - [Schedule E – Project Consultant Team Form](#)
 - [Schedule F – Local and Small Local Business Enterprise Exit Report and Affidavit](#)
 - [Schedule M – Independent Contractors Questionnaire](#)
 - [Schedule N – Declaration of Compliance – Living Wage](#)
 - [Schedule N-1 – Equal Benefits Ordinance –Declaration of Nondiscrimination](#)
 - [Schedule O – Campaign Contributions](#)
 - [Schedule P – Nuclear Free Zone Disclosure Form](#)
 - [Schedule Q – Insurance Requirement](#)
 - [Schedule Z – Debarment/Suspension Affidavit](#)

* Be sure to use the latest versions