

**CITY OF GARDEN GROVE
REQUEST FOR PROPOSAL
SAFETY ELEMENT UPDATE
AND PREPARATION OF AN
ENVIRONMENTAL JUSTICE ELEMENT**



Community and Economic Development Department
11222 Acacia Parkway
Garden Grove, CA 92840

March 6, 2020

Proposal Due Deadline:
4:00 P.M., Friday, April 3, 2020

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CITY OF GARDEN GROVE REQUEST FOR PROPOSALS

SAFETY ELEMENT UPDATE AND PREPARATION OF AN ENVIRONMENTAL JUSTICE ELEMENT

1.0 INTRODUCTION

The City of Garden Grove (the "City") is requesting proposals from qualified Consultants to update the Safety Element and to prepare an Environmental Justice Element to the City's General Plan pursuant to Government Code § 65302(g) and (h).

Proposals for this project will be due by 4:00 P.M. on Friday, April 3, 2020 and must include all the requirements listed under the Scope of Work, Required Tasks, and Submittal Requirements. This Request for Proposal ("RFP") contains additional information regarding the selection process, tentative schedule, and general terms and conditions.

The project will be managed by the Planning Services Division of the Community and Economic Development Department. Staff from additional departments will also provide input throughout the process. The City anticipates that work will commence on June 12, 2020.

2.0 BACKGROUND

The City of Garden Grove General Plan contains a total of eleven (11) elements with goals, policies, and regulations that govern the long-term plan for the city.

The City's current General Plan was adopted on August 26, 2008 by the City Council. The current Housing Element was adopted on May 28, 2013 by the City Council, and certified by HCD on June 14, 2013. The General Plan document can be found on the City's website (<https://ggcity.org/planning/general-plan>), and may be used as a foundation for understanding the City's unique vision and needs. Under a separate RFP, the City will update and adopt the Housing Element for the 2021-2029 planning period to comply with the HCD established October 15, 2021¹ deadline for certification. Concurrently with the Housing Element update, as per this RFP, the City will review and update the Safety Element to comply with Government Code § 65302(g) to address flood hazard zones, fire hazards, climate adaptation and resilience strategies, and will prepare an Environmental Justice Element that identifies disadvantaged communities in the City pursuant to Government Code § 65302(h). It shall be the responsibility of the selected Proposer to ensure that the adoption process and final work product meets the applicable requirements set forth by State law. The City is

¹ Date is estimated by HCD, and is subject to change per HCD.

also in the process of adopting the Local Hazard Mitigation Plan, which is anticipated to be adopted by October 2020.

CITY PROFILE

The City of Garden Grove is located in north central Orange County approximately 25 miles southeast of Los Angeles and encompasses approximately 18 square miles, including areas recently annexed by the City. It is a general law city, incorporated on June 18, 1956, which features a council/manager form of government. Garden Grove is a “full-service” city with over 600 full-time employees.

Garden Grove has a population of 170,883, based on the 2010 Census and is the fifth most populous city in Orange County. It has a cultural diverse resident population with 36.9% Hispanics, 37.5% Asians, 22.6% Whites, and 3% other. The City is adjacent to the Little Saigon district in the City of Westminster and has a significant number of persons of Vietnamese descent. The City is also home to the original Koreatown and the largest Islamic mosque in Orange County.

The predominant land use of Garden Grove is residential which makes up more than 54 percent of the city’s acreage. The residential breakdown consists of approximately 65% single family, approximately 31% multiple family, and approximately 4% mobile homes.

Once known primarily as a bedroom community, Garden Grove has experienced a significant increase in its employment base, in part, due to its location within one of the strongest economies in the nation. Garden Grove has an estimated 58,162 jobs.

The City has an ideal geographical location within one of the nation’s strongest and most desirable commercial and housing markets. Adjoining cities include Cypress, Stanton and Anaheim to the north, Los Alamitos to the north and west, Seal Beach to the west, Orange to the east, Santa Ana to the east and south, Fountain Valley to the south, Westminster to the south and west. Major accesses to Garden Grove include the Santa Ana Freeway (Interstate 5), San Diego Freeway (Interstate 405), Garden Grove Freeway (State Highway 22), and Beach Boulevard (State Highway 39).

Garden Grove is facing challenges similar to other communities primarily developed in the post-World War II era that many residential and commercial uses are completing their natural cycle and now are facing issues regarding the replacement, recycling, or rehabilitation of properties. As the demand for housing continues to increase, the City faces the challenge of continuing addressing innovative ways of addressing this demand given that the City is essentially built-out with a limited supply of vacant land and few opportunities for in-fill development.

The City is anticipating continued development along the Harbor Boulevard Corridor to capitalize on its proximity to the Disneyland resort and Convention Center in the City of Anaheim. The City is also actively working on the development of other areas of

the city to foster reinvestment, such as in the City's Downtown area and the West Garden Grove area.

3.0 PROJECT DESCRIPTION

The project consists of an update to the City of Garden Grove's Safety Element, preparation of an Environmental Justice Element, and preparation of documentation that may be required to comply with the California Environmental Quality Act (CEQA). The selected Consultant shall be responsible for updating the Safety Element, preparing an Environmental Justice Element, and preparing the accompanying CEQA documentation. The project shall be guided by the following objectives:

- Comply with all City and State legal and regulatory requirements;
- Ensure residents and stakeholders are engaged and participate in the update process;
- Achieve milestones with sufficient time for City to review;
- Effectively coordinate with other Consultants and City staff; and,
- Be consistent with the City's Local Hazard Mitigation Plan (adoption anticipated October 2020), and other relevant planning documents.

SAFETY ELEMENT

The Safety Element will be updated pursuant to Government Code § 65302(g) that requires local jurisdictions to update the Safety Element to address flood hazard zone, fire hazards, and climate adaptation and resilience strategies upon revisions of the Housing Element. The Safety Element must be updated to comply with the following applicable state regulations:

Flood Hazards

The Safety Element must be reviewed and updated to address the following flood hazards zone risks:

- A. Identify information regarding flood hazards, including, but not limited to, the following:
 - (i) Flood hazard zones: areas subject to flooding that are delineated as either a special hazard area or an area of moderate or minimal hazard on an official flood insurance rate map issued by the Federal Emergency Management Agency (FEMA).
 - (ii) National Flood Insurance Program maps published by FEMA.
 - (iii) Information about flood hazards that is available from the United States Army Corps of Engineers.

- (iv) Designated floodway maps that are available from the Central Valley Flood Protection Board.
 - (v) Dam failure inundation maps prepared pursuant to Section 6161 of the Water Code that are available from the Department of Water Resources.
 - (vi) Awareness Floodplain Mapping Program maps and 200-year flood plain maps that are or may be available from, or accepted by, the Department of Water Resources.
 - (vii) Maps of levee protection zones.
 - (viii) Areas subject to inundation in the event of the failure of project or nonproject levees or floodwalls.
 - (ix) Historical data on flooding, including locally prepared maps of areas that are subject to flooding, areas that are vulnerable to flooding after wildfires, and sites that have been repeatedly damaged by flooding.
 - (x) Existing and planned development in flood hazard zones, including structures, roads, utilities, and essential public facilities.
 - (xi) Local, state, and federal agencies with responsibility for flood protection, including special districts and local offices of emergency services.
- B. Establish a set of comprehensive goals, policies, and objectives based on the information identified pursuant to subparagraph (A) above, for the protection of the community from the unreasonable risks of flooding, including, but not limited to:
- (i) Avoiding or minimizing the risks of flooding to new development.
 - (ii) Evaluating whether new development should be located in flood hazard zones, and identifying construction methods or other methods to minimize damage if new development is located in flood hazard zones.
 - (iii) Maintaining the structural and operational integrity of essential public facilities during flooding.
 - (iv) Locating, when feasible, new essential public facilities outside of flood hazard zones, including hospitals and health care facilities, emergency shelters, fire stations, emergency command centers, and emergency communications facilities or identifying construction methods or other methods to minimize damage if these facilities are located in flood hazard zones.

- (v) Establishing cooperative working relationships among public agencies with responsibility for flood protection.
- C. Establish a set of feasible implementation measures designed to carry out the goals, policies, and objectives established pursuant to subparagraph (B) above.

Risk of Fire

The Safety Element must be reviewed and updated to address the risk of fire for land classified as state responsibility areas, as defined in Section 4102 of the Public Resources Code, and land classified as very high fire hazard severity zones, as defined in Government Code Section 51177. This review shall consider the advice included in the Office of Planning and Research's most recent publication of "Fire Hazard Planning, General Plan Technical Advice Series" and shall also include all of the following:

- A. Information regarding fire hazards, including, but not limited to, all of the following:
 - (i) Fire hazard severity zone maps available from the Department of Forestry and Fire Protection.
 - (ii) Any historical data on wildfires available from local agencies or a reference to where the data can be found.
 - (iii) Information about wildfire hazard areas that may be available from the United States Geological Survey.
 - (iv) General location and distribution of existing and planned uses of land in very high fire hazard severity zones and in state responsibility areas, including structures, roads, utilities, and essential public facilities. The location and distribution of planned uses of land shall not require defensible space compliance measures required by state law or local ordinance to occur on publicly owned lands or open space designations of homeowner associations.
 - (v) Local, state, and federal agencies with responsibility for fire protection, including special districts and local offices of emergency services.
- B. A set of goals, policies, and objectives based on the information identified pursuant to subparagraph (A) above for the protection of the community from the unreasonable risk of wildfire.
- C. A set of feasible implementation measures designed to carry out the goals, policies, and objectives based on the information identified pursuant to subparagraph (B) above including, but not limited to, all of the following:

- (i) Avoiding or minimizing the wildfire hazards associated with new uses of land.
 - (ii) Locating, when feasible, new essential public facilities outside of high fire risk areas, including, but not limited to, hospitals and health care facilities, emergency shelters, emergency command centers, and emergency communications facilities, or identifying construction methods or other methods to minimize damage if these facilities are located in a state responsibility area or very high fire hazard severity zone.
 - (iii) Designing adequate infrastructure if a new development is located in a state responsibility area or in a very high fire hazard severity zone, including safe access for emergency response vehicles, visible street signs, and water supplies for structural fire suppression.
 - (iv) Working cooperatively with public agencies with responsibility for fire protection.
- D. If a city or county has adopted a fire safety plan or document separate from the general plan, an attachment of, or reference to, a city or county's adopted fire safety plan or document that fulfills commensurate goals and objectives and contains information required pursuant to this section.

Climate Adaptation and Resiliency Strategies

The Safety Element must be reviewed and updated, as necessary, to address climate adaption and resiliency strategies applicable to the city. The review shall consider advice provided in the Office of Planning and Research's General Plan Guidelines and shall include all of the following:

- (A) (i) A vulnerability assessment that identifies the risks that climate change poses to the local jurisdiction and the geographic areas at risk from climate change impacts, including, but not limited to, an assessment of how climate change may affect the risks addressed regarding flood hazards and risk of fire.
- (ii) Information that may be available from federal, state, regional, and local agencies that will assist in developing the vulnerability assessment and the adaptation policies and strategies required pursuant to subparagraph (B) below, including, but not limited to, all of the following:
 - (I) Information from the Internet-based Cal-Adapt tool.
 - (II) Information from the most recent version of the California Adaptation Planning Guide.

- (III) Information from local agencies on the types of assets, resources, and populations that will be sensitive to various climate change exposures.
 - (IV) Information from local agencies on their current ability to deal with the impacts of climate change.
 - (V) Historical data on natural events and hazards, including locally prepared maps of areas subject to previous risk, areas that are vulnerable, and sites that have been repeatedly damaged.
 - (VI) Existing and planned development in identified at-risk areas, including structures, roads, utilities, and essential public facilities.
 - (VII) Federal, state, regional, and local agencies with responsibility for the protection of public health and safety and the environment, including special districts and local offices of emergency services.
- (B) A set of adaptation and resilience goals, policies, and objectives based on the information specified in subparagraph (A) above for the protection of the community.
- (C) A set of feasible implementation measures designed to carry out the goals, policies, and objectives identified pursuant to subparagraph (B) above including, but not limited to, all of the following:
- (i) Feasible methods to avoid or minimize climate change impacts associated with new uses of land.
 - (ii) The location, when feasible, of new essential public facilities outside of at-risk areas, including, but not limited to, hospitals and health care facilities, emergency shelters, emergency command centers, and emergency communications facilities, or identifying construction methods or other methods to minimize damage if these facilities are located in at-risk areas.
 - (ii) The designation of adequate and feasible infrastructure located in an at-risk area.
 - (iii) Guidelines for working cooperatively with relevant local, regional, state, and federal agencies.
 - (v) The identification of natural infrastructure that may be used in adaptation projects, where feasible. Where feasible, the plan shall use existing natural features and ecosystem processes, or the restoration of natural features and ecosystem processes, when developing alternatives for consideration. For the purposes of this clause, “natural infrastructure”

means using natural ecological systems or processes to reduce vulnerability to climate change related hazards, or other related climate change effects, while increasing the long-term adaptive capacity of coastal and inland areas by perpetuating or restoring ecosystem services. This includes, but is not limited to, the conservation, preservation, or sustainable management of any form of aquatic or terrestrial vegetated open space, such as beaches, dunes, tidal marshes, reefs, seagrass, parks, rain gardens, and urban tree canopies. It also includes systems and practices that use or mimic natural processes, such as permeable pavements, bioswales, and other engineered systems, such as levees that are combined with restored natural systems, to provide clean water, conserve ecosystem values and functions, and provide a wide array of benefits to people and wildlife.

ENVIRONMENTAL JUSTICE ELEMENT

Pursuant to Government Code § 65302(h) local jurisdictions must prepare an Environmental Justice Element or related goals, policies, and objectives integrated into other elements, that identifies disadvantaged communities within the City. An Environmental Justice Element will be prepared to comply with the following applicable state required goals, policies and objectives:

- A. Identify objectives and policies to reduce the unique or compounded health risks in disadvantaged communities by means that include, but are not limited to, the reduction of pollution exposure, including the improvement of air quality, and the promotion of public facilities, food access, safe and sanitary homes, and physical activity.
- B. Identify objectives and policies to promote civic engagement in the public decision-making process
- C. Identify objectives and policies that prioritize improvements and programs that address the needs of disadvantaged communities.

CONSISTENCY WITH GENERAL PLAN ELEMENTS AND RELEVANT PLANNING DOCUMENTS

The updated Safety Element and the Environmental Justice Element shall be consistent with other elements of the General Plan, and other relevant planning documents.

4.0 SCOPE OF WORK

Proposers shall be required to provide a detailed scope of services for the preparation of the Safety Element update and the Environmental Justice Element. The documents shall meet all state guidelines and legal requirements. The following describes the components that should be included in the scope of work:

- Update the Safety Element, and prepare an Environmental Justice Element.
- Prepare and maintain detailed work plan, including detailed schedules of dates and activities.
- Assist in the organization and scheduling of, attend, and keep minutes of project related meetings.
- Provide all work products for public review in paper and electronic formats.
- Prepare an environmental review in compliance with CEQA guidelines.
- Identify community/public outreach and engagement activities and how they will be incorporated into the overall planning process.
- Indicate if sub Consultants will be utilized in completing the project.
- Attend, in person or via teleconference, monthly meetings with staff regarding the progress, coordination, and other project management issues.
- Explain how the proposer intends to work with City Staff.
- Present all required documents to approval bodies, such as the Planning Commission and City Council meeting(s).

GENERAL EXPECTATIONS

The ideal Consultant or Consultant team would work collaboratively with staff and community stakeholders to conduct a process that proactively engages the community, and that complies with all applicable laws and regulations. It is expected that the Consultant will:

- Be familiar with the State requirements relating to the Safety Element update, including, but not limited to flood hazards, fire hazards, and climate adaptation and resiliency strategies;
- Be familiar with State requirement regarding preparation of an Environmental Justice Element;
- Actively engage a variety of community stakeholders and communicate ideas effectively in various forums, i.e. on-line platforms and community meetings, to engage different groups of residents and encourage public participation;
- Promote and advertise public involvement and participation with a branded public outreach effort;

- Ensure that the project remains on time and within the allocated budget; and,
- Appropriately integrate graphics/maps/infographics as part of a plan document, i.e., use innovative graphics to communicate complex ideas and concepts effectively, during the outreach process and within the final products.

REQUIRED TASKS

TASK 1 PROJECT INITIATION

Task 1.1: Project Kick-Off Meeting

The Consultant will schedule a kick-off meeting with City staff to review the scope of work, and to discuss project expectations regarding coordination, reporting, deliverables and all relevant project information. The Consultant will prepare a meeting summary with project goals, objectives, and action items.

Deliverable(s): Meeting Summary

Task 1.2: Project Schedule Development

The Consultant will work with City staff to finalize a project schedule within ten (10) working days after the kick-off meeting that includes tasks and milestones for the adoption of the Safety Element and Environmental Justice Element Amendments no later than March 2021. The schedule shall:

- Identify project milestones (tasks) with time for staff review of work products throughout the project.
- Include public outreach timeline with public meetings and anticipated Planning Commission and City Council hearings.
- Include outreach in compliance with SB 18 and AB 52 regulations.
- Include implementation of environmental review timeline.
- Include timelines for City staff review times.

Any modifications or changes to the project schedule by the Consultant shall be submitted to the City Project Manager on or before the 30th day of each month during the course of the project. In the event project schedule delays are anticipated, Consultant shall advise the City Project Manager on strategies to correct and mitigate.

Deliverable(s): Initial Project Schedule, Monthly Updated Schedules

Task 1.3: Project Coordination

Consultant will meet with City staff for a minimum of ten (10) progress meetings over the course of the project to review status to ensure objectives and milestones are being achieved. At the City's discretion, these meetings may be conducted as a conference call or in person at the City offices. Consultant will prepare a meeting summary, including action items, for each meeting. Consultant will coordinate with staff to create and make presentations to City and/or stakeholders as necessary.

Deliverable(s): Monthly Meeting Summaries

TASK 2. Safety Element Amendment

Task 2.1

Review and evaluate the current Safety Element to determine its compliance with State law.

Task 2.2

Provide list of any corrections that must be made to text and/or exhibits in the Safety Element to bring it into compliance with State Law.

Task 2.3

Work with staff to update the Safety Element to ensure consistency with other General Plan elements, the Local Hazard Mitigation Plan (adoption anticipated October 2020), and other planning documents, and to ensure compliance with State law. This task is intended to focus the scope of work to update portions of the Safety Element, as necessary, for compliance with State law and consistency with other elements in the General Plan.

TASK 3. Environmental Justice Element Amendment

Task 3.1

Prepare an Environmental Justice Element that complies with the goals, policies, and objectives of State Law.

Task 3.2

Provide recommendations for the format of the Environmental Justice Element.

Task 3.3

Work with staff to ensure the Environment Justice Element is consist with other General Plan elements and planning documents, and is in compliance with State law.

TASK 4. Community Outreach and Engagement and Public Hearings

Task 4.1

Consultant will propose an appropriate community/public outreach and engagement plan that meets the State's general plan update requirements. The proposal should discuss different outreach approaches and what is recommended for this effort to best involve stakeholders in the process. The outreach and engagement plan shall include:

- An outline of public outreach efforts, which could include public workshops, community meetings, and press releases. This effort should ensure every person who wishes to express an opinion has the ability to do so.

The City expects that the public outreach and engagement will include at least two (2) community meetings/workshops throughout the update process in addition to the Planning Commission and City Council meetings outlined below. The Consultant will be responsible for preparing any meeting information flyers advertising the community meetings/workshops, and the City will be responsible for mailing, posting, and distributing the flyers. Consultant shall submit the preliminary outreach and engagement plan framework which may include: website information portal, social media engagement and/or other proposed media outlets to the City as part of this RFP. A final Outreach and Engagement Plan shall be prepared and submitted for review and approval within sixty (60) days of contract execution date.

Deliverable(s): Community Outreach and Engagement Plan

Task 4.2

Consultant will prepare the exhibits and presentations to the Planning Commission and City Council. Consultant must be prepared to attend, in total, a minimum of two (2) public hearings held by the Planning Commission and/or City Council, respectively. The Consultant shall incorporate additional costs incurred if attendance at two (2) additional public hearing is required.

Deliverable(s): Exhibits and public hearing presentations.

TASK 5. Facilitation of Review and Approval of General Plan Amendments

Task 5.1 Maintain Ongoing Discussion with City Staff about the Progress of the Draft Safety Element and Environmental Justice Amendments

As work progresses, Consultant shall maintain ongoing discussions with City Staff to ensure the appropriate document format, and to ensure the appropriate goals, policies, and objectives are included in the Safety Element and Environmental Justice Element.

Task 5.2 First Draft of Safety Element and Environmental Justice Amendments

Consultant will submit the draft Safety Element and Environmental Justice Element for a 30-day internal staff review period. Consultant is expected to coordinate with City staff to provide adequate time for review and discussion of revisions for each section. After City staff provides comments on the draft document, Consultant shall update the draft documents to incorporate the comments. It is anticipated that two rounds of review will be required.

Deliverable(s): Ten (10) hard copies and one (1) electronic copy in both PDF and Microsoft Word Format

Task 5.3 Final Draft of Safety Element and Environmental Justice Element Amendments

Consultant will prepare the final draft Safety Element and Environmental Justice Elements for public review. Consultant will distribute final draft document to interested

agencies as determined by the City for public review. Consultant will review public comments and incorporate revisions as directed.

Deliverable(s): Four (4) hard copies (3 bound copies and 1 unbound copy), one (1) electronic copy in both PDF and Microsoft Word Format, and Twenty (20) CD-ROM copies

Task 5.4 City Adoption

Upon adoption of the Final Draft Safety Element and Environmental Justice Element Amendments by the City Council, the Consultant will prepare a final version of the documents for inclusion in the General Plan document.

Task 5.5 Public Noticing

The Consultant shall prepare tribal noticing pursuant to Senate Bill SB 18, including the mailing of the notices via certified mail and providing copies of the certified receipts to the City, and assist with any consultation in accordance with statutory timelines. Consultant shall coordinate with City staff to allow for adequate review and oversight of noticing materials and activities. All notices shall be submitted to the City for review prior to circulation. Consultant shall also be responsible for preparing materials for, presenting at, and attending all public hearing(s). The City will be responsible for preparing and mailing notices for the public hearing(s).

Deliverable(s): One (1) electronic copy in both PDF and Microsoft Word Format of each document and the public hearing notice(s)

TASK 6. Environmental Analysis

Task 6.1 Environmental Determination

Consultant will conduct an initial environmental review of the project and complete an initial study checklist on the Safety Element and Environmental Justice Element Amendments in compliance with local requirements, California Environmental Quality Act (CEQA) requirements (Public Resources Code 21000 et. seq) and the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et. seq).

Please note: Since the level of environmental review has not yet been determined, the portion of the proposal responsive to Task 6 shall include two scopes of work: one for each of the potential levels of environmental review (Mitigated Negative Declaration or an Environmental Impact Report).

Task 6.2 Draft of Environmental Analysis (Screen Check)

Consultant will prepare a draft environmental document (screen check), and associated technical studies, in compliance with CEQA and submit for a minimum 30-day internal staff review period. Consultant will coordinate with City staff to review and consider comments/suggestions received on previous draft version. After City staff provides comments on the draft document, Consultant shall update draft to

incorporate comments and other technical analysis as needed. It is anticipated that two rounds of review will be required.

Deliverable(s): One (1) electronic copy in both PDF and Microsoft Word Format

Task 6.3 Environmental Noticing, Outreach, and Filing

Consultant will prepare and file all environmental notices (i.e., Notice of Intent, Notice of Determination), and documents for the environmental review of the General Plan Element update. If necessary, Consultant shall produce the Notice of Preparation (NOP) and Notice of Scoping meeting, subject to City staff review. The Consultant shall prepare tribal noticing pursuant to Senate Bill SB 52, including the mailing of the notices via certified mail and providing copies of the certified receipts to the City, and assisting with any consultation in accordance with statutory timelines. The Consultant shall complete response to comments.

Consultant shall also be responsible for preparing materials for, presenting at, and attending public scoping meeting, if necessary. All notices shall be submitted to the City for review prior to posting or circulating. The City will be responsible for preparing and mailing notices for the public hearing.

Deliverable(s): One (1) electronic copy in both PDF and Microsoft Word Format of each document

Task 6.4 Circulation of Final Draft of Environmental Analysis

Consultant will distribute final draft document to interested agencies as determined by the City for public review. Consultant will review public comments, prepare response to comments, and incorporate revisions.

Deliverable(s): Four (4) hard copies (3 bound copies and 1 unbound copy), one (1) electronic copy in both PDF and Microsoft Word Format, and Twenty (20) CD-ROM copies

Task 6.5 Adoption

As needed, Consultant shall prepare final findings of fact and statement of overriding considerations, and provide to City for review prior to distribution. Prepare and submit requiring filings with State agencies and County Recorder's Offices.

Deliverable(s): One (1) hard copy and one (1) electronic copy in both PDF and Microsoft Word Format

5.0 PROPOSAL SUBMITTAL REQUIREMENTS

Proposal responses must adhere to the requirements set forth in this Section 5, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitation or misrepresentations may be cause for rejection of the

submittal. The original proposal and each subsequent copy must be submitted on paper, properly bounded and appropriately labeled, in the following order:

- A. **Cover Letter:** Provide a cover letter and introduction that includes the name and address of the organization and individuals submitting the proposal, together with the name, address, telephone number, facsimile number, and e-mail address of the contact person who will be authorized to represent the organization, and general information about the firm (e.g., company size, location of office(s), years in business, organization chart, number of staff). The introduction shall express the consultant's ability and desire to meet the requirements of this Request for Proposal. The letter must be signed by an individual authorized to bind the firm contractually.
- B. **Consultant Qualifications:** Describe the firm's resources, experience, and capabilities as it relates to the Scope of Work described under Section 4.0. Submit in the order identified below:
1. **Executive Summary:** An executive summary should briefly describe the Consultant's qualifications, including experience in preparation of a Safety Element update and Environmental Justice Element, and associated public outreach. The summary should include a description of general plan update projects recently completed.
 2. **Project Approach:** Provide a description of the project approach for executing all the tasks in the Scope of Work. Provide a detailed description of how the public outreach will be conducted, including outreach platforms and activities, and if available, include not less than three (3) examples of previous outreach campaigns used for similar projects. Provide a preliminary scope of work and schedule aligned with the key tasks as described in the RFP, with any additions or modifications recommended in the proposal.
 3. **Work Schedule:** Review the scope of work and provide comments, including changes to the schedule, sequencing, specific work items, and/or recommendations for additional work items or optional tasks. Include a proposed schedule or timeline for the entire project, which depicts the overall cumulative project schedule and time to complete each task, including milestones, community meetings, Planning Commission and City Council Public Hearings, based on the initial start date of June 12, 2020.

The schedule should demonstrate how and what point the Consultant will complete the project, incorporate all public outreach meetings, review periods, and complete any necessary revisions to the project, pursuant to the direction of the Planning Commission and the City Council.
 4. **Qualifications:** Provide the firm's background and qualifications to perform the requested services. Identify all key project personnel and/or sub

Consultants and their role in completing the project, including identifying the key staff person responsible for the general project management for each phase of the project, and key staff person responsible for management of the CEQA compliance functions. Summarize the relevant qualifications and experience of each of the identified personal.

5. **Experience:** Detail previous experience updating and amending General Plan elements (specifically the Safety Element and the Environmental Justice Element) or similar activities. Provide a list of General Plan Updates previously prepared and/or similar projects completed for the past five (5) years. Detail previous experience preparing CEQA documentation, including but not limited to documentation for Safety Element and Environmental Justice Element updates. Indicate how the team's experience relates to the Project Description.
6. **References:** List five (5) public sector clients, including three (3) of the most recent and relevant and with whom similar, comparable services have been performed. Provide name, mailing address, and telephone number of the principal contact. If there are multiple firms included in the proposal, i.e., sub-consultants, include five references for each firm. Provide a brief description of the service provided and the dates of the work provided. Do not include references from the City of Garden Grove.
7. **Fee Schedule and Cost Estimates:** Provide a detail cost breakdown, including the cost and hours for each task. Costs should include hours and staff assignments for each task. Provide a fee schedule with hourly rates for each person who will be involved in the preparation of the plan. List travel costs and any other direct or indirect costs associated with performing the required services. The cost estimates should include costs for all administrative and material costs, and shall be a not-to-exceed total budget.
8. **Commercial General Liability and Professional Liability Insurance:** Provide statement that adequate insurance is or can be provided. The City requires a commercial general liability of \$2,000,000 per occurrence and professional liability with insurance companies with a Best's Guide Rating of A-Class VII or better.
9. **Professional Services Contract:** The successful proposer will be required to execute a professional services contract with the City. A template is attached to this RFP as Attachment A. Please note any exceptions to the contract template. It is further anticipated that the City will enter into a Not to Exceed (NTE) contract. The successful proposer will be responsible for obtaining a Garden Grove business license before work can begin. Information on obtaining a Garden Grove business license can be obtained by calling 714-741-5073.

Please note: Any substitution of key personnel during the project shall require the prior approval of the City and submittal of the above information for the proposed new team members for City review.

6.0. PRESUBMITTAL QUESTIONS

Prospective consultants can e-mail any questions about the RFP to Maria Parra, Senior Planner at mariap@ggcity.org **by 5:00 P.M. on Wednesday, March 25, 2020.**

7.0 PROPOSAL SUBMITTAL DATE

Firms wishing to be considered for this RFP, must submit eight (8) hard copies of the submittal packet formatted to standard letter-sized paper and one (1) electronic PDF copy (saved on a flash drive) of their proposal in a sealed envelope **by 4:00 P.M. on Friday, April 3, 2020.** Proposal shall be signed by an authorized officer in order to receive consideration. The envelope should be clearly marked as shown below:

City of Garden Grove
Proposal for Safety Element and Environmental Justice Element Services
Attention: Lee Marino, Planner Services Manager
C/o City Clerk's Office
11222 Acacia Parkway
Garden Grove, CA 92840

FAXED PROPOSALS, E-MAILED PROPOSALS, LATE PROPOSALS, OR POSTMARKS WILL NOT BE ACCEPTED.

8.0 SELECTION PROCESS

Each proposal will be reviewed by City staff.

The City's selection process will be based on:

- A. The proposal's conformance to the Request for Proposals
- B. The firm's ability to complete the analysis in a timely manner
- C. Demonstrated understanding of the scope of work
- D. Qualifications and resources of the firm and staff
- E. Preliminary cost information
- F. Record of performance
- G. References

The City reserves the right, where it may serve the best interest of the City, to request additional information and clarification from Consultants. At the discretion of the City, Consultants submitting proposals may be requested to make oral presentations as part of the evaluation process.

Upon final selection of the Consultant, the scope of services may be modified and refined during negotiations with the City.

9.0 TENTATIVE SCHEDULE

The City has established the following target dates for evaluation and scheduling purposes. The following dates are tentative, non-binding, and are subject to change without prior notice.

TASK	TENTATIVE DATE
1. Request for Proposal Release Date	March 6, 2020
2. Deadline to E-mail Questions	March 25, 2020
3. Proposals Due	April 3, 2020
4. Review of Proposal by City Staff	April 20, 2020
5. Consultant Selection and Award	June 9, 2020
6. Notice to Proceed with Proposal	June 12, 2020
7. Draft Safety Element and Environmental Justice Element Update and Draft Environmental Screen Check Completed for City Staff Review	January 8, 2021
8. Final Draft of Safety Element and Environmental Justice Element Update and Final Draft Environmental Document Completed for Public Review	April 2021
9. Planning Commission Public Hearing	May 2021
10. City Council Public Hearing/ Adoption	June 2021

10.0 GENERAL TERMS AND CONDITIONS

10.1 City's Rights

The City may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the Services described in this RFP. The City reserves the right to:

- Reject any or all of the proposals.
- Issue subsequent Requests for Proposals.
- Cancel the entire Request for Proposal.
- Remedy technical errors in the Request for Proposal process.
- Appoint evaluation committees to review proposals.
- Seek the assistance of outside technical experts in proposal evaluation.

- Approve or disapprove the use of particular subcontractors.
- Establish a short list of Proposers eligible for discussions after review of written proposals.
- Negotiate with any, all, or none of the Proposers.
- Solicit best and final offers from any or all Proposers.
- Award a contract to one or more Proposers. (Except for Brooks Bill procurements where multiple awards are not allowed).
- Accept other than the lowest offer.
- Waive informalities and irregularities in proposals.

This RFP does not commit the City to enter into a contract.

10.2 Pre-contractual Costs

The City of Garden Grove shall not, in any event, be liable for any pre-contractual costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the Proposer.

10.3 City Assistance and Documentation

The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other costs or obligation of any kind that may be incurred by a Proposer.

10.4 Late Proposals

It is the Consultant's sole responsibility to ensure that proposals are received at the City Clerk's office prior to the scheduled closing time specified in this RFP. Proposals will not be accepted after the deadline.

10.5 Withdrawal of Proposals

Proposals may be withdrawn if written notification of withdrawal of the proposal is signed by an authorized representative of the proposer and received at the City office prior to the closing time for receipt of proposals. Proposals cannot be changed or withdrawn after the time designated for receipt.

10.6 News Releases

News releases pertaining to the award of any contract resulting from this RFP shall not be made without prior approval of the City. The City's name and shield

shall not appear on customer lists, advertising or other materials used to promote the Consultant's services without prior written approval of the City.

10.7 Examination of RFP Documents

Each proposer shall be solely responsible for examining the RFP Documents, including any Addenda issued during the proposal period, and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of the proposal, or the performance of the services in the event the proposer is selected. No relief for error or omission will be given.

10.8 Public Records Act

Responses to this RFP become the exclusive property of the City and subject to the California Public Records Act. Those elements in each proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Proposers which indiscriminately identify all or most of their proposal as exempt from disclosure without justification may be deemed non-responsive.

In the event the CITY is required to defend an action on a Public Records Act request for any of the contents of a proposal marked "confidential", "proprietary", or "trade secret", Proposer agrees, upon submission of its proposal for City's consideration, to defend and indemnify the City from all costs and expenses, including attorney's fees, in any action or liability arising under the Public Records Act.

11.0 ONLINE REFERENCES

Consultants are advised to refer to the City's website at www.ggcity.org for a copy of the current General Plan and other relevant City documents. Please refer to the following links:

City of Garden Grove General Plan:
<https://ggcity.org/planning/general-plan>

City of Garden Grove Zoning Code:
<https://www.qcode.us/codes/gardengrove/>

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2020, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **XXXXXXXXXXXXXXXXXX**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONTRACTOR to **provide an update to the Safety Element and to prepare an Environmental Justice Element to the City’s General Plan, and to prepare and process a California Environmental Quality Act (CEQA) compliance document.**
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall remain in effect until completion of the services to be provided by CONTRACTOR hereunder, unless earlier terminated by CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with CONTRACTOR’s proposal which is attached as Attachment "A" and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of XXXXXXXXXXXXXXXX (\$XXXX.XX), payable in arrears and in accordance with proposal in Attachment "A".

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$2,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must

be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (c) Professional liability in an amount not less than \$2,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits

otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Conflict of Interest.** CONTRACTOR shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

a. (Contractor)
XXXXXXXXXXXXXXXXXX
Attention: XXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXX, CA 9XXXX

b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney

11222 Acacia Parkway
Garden Grove, CA 92840

11222 Acacia Parkway
Garden Grove, CA 92840

10. **Contractor's Proposal.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property,

arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.
19. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONTRACTOR.
20. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
21. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

\\ \\ \\

(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

Contractor's License: _____

Expiration Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney

Date