



**REQUEST FOR PROPOSAL (RFP) FOR MT. DIABLO BOULEVARD CORRIDOR
MULTIMODAL MOBILITY PLAN**

City of Lafayette

3675 Mt. Diablo Boulevard, Suite 210

Lafayette, CA 94549

RFP RELEASED: February 9, 2026

RESPONSES DUE: March 27, 2026; 5:00 pm

Summary

The City of Lafayette (“City”) is seeking an experienced consultant to prepare a Mt. Diablo Boulevard Corridor Multimodal Mobility Plan (“Plan”) that will provide a comprehensive, community-driven 20-year vision for multimodal mobility in and connecting to downtown Lafayette. The Plan will identify infrastructure projects, programs, and policies that strengthen bicycle and pedestrian networks, reduce vehicle miles traveled (VMT), improve safety for all users, integrate emerging mobility technologies, and support reduced reliance on private automobiles. The Plan will take into account anticipated increases in housing and residential density, as identified in the City’s adopted Housing Element.

The Plan will build upon the City’s General Plan, Downtown Specific Plan, and other related initiatives to provide a visionary yet feasible framework to guide near-, medium-, and long-term investments, programs, and policy decisions. At the conclusion of this Plan, the City expects to be positioned to make clear policy and investment decisions regarding which multimodal projects and programs should advance into capital programming, grant applications, and follow-on design or environmental review. Proposals will be accepted until March 27, 2026 at 5:00 pm.

Background

The City of Lafayette was incorporated in 1968 and is located in Contra Costa County along Highway 24 (SR 24), approximately 25 miles east of San Francisco. The City encompasses approximately 15 square miles and has a population of about 25,000. Lafayette operates under a Council-Manager form of government and employs approximately 50 full-time staff.

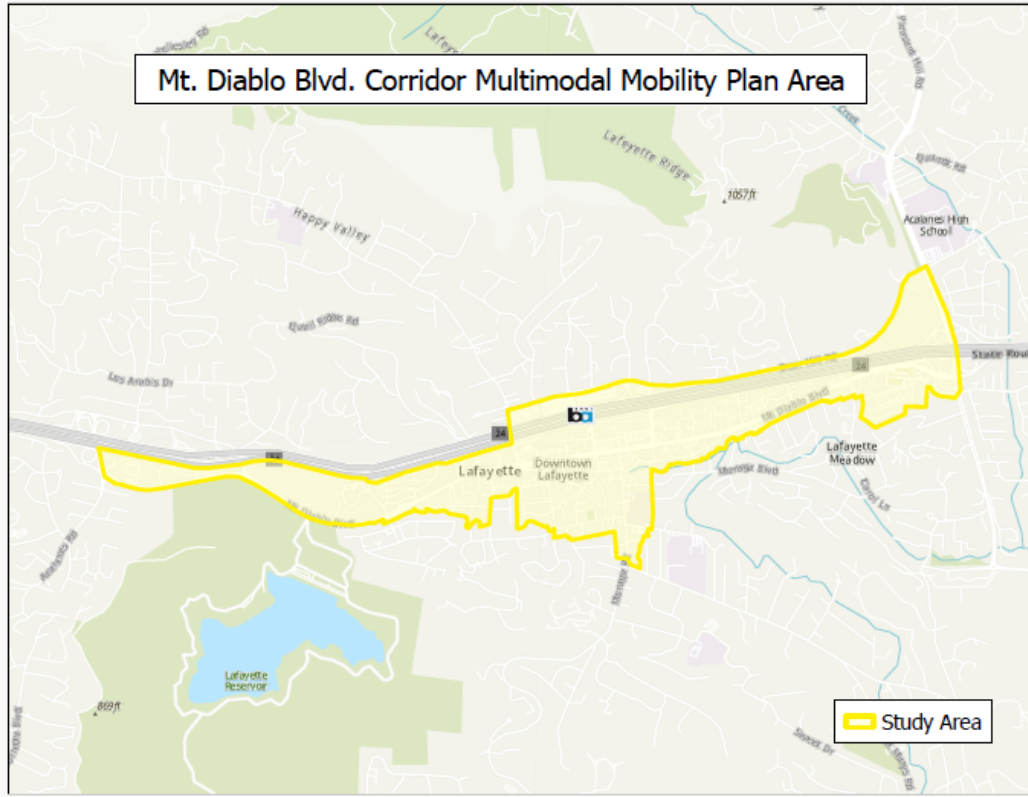
Lafayette is noted for its high quality of life with top-rated schools, a strong sense of community, clean air, and scenic oak-studded hills. The City is primarily residential, with commercial and civic activity centered along the Mt. Diablo Boulevard Corridor, which serves as the City’s heart for shopping, dining, recreation, and community events. The Mt. Diablo Boulevard Corridor also functions as the City’s primary transportation hub, with BART and regional access via SR 24.

The Mt. Diablo Boulevard Corridor serves a diverse range of user groups, including seniors, school-age children (often travelling independently), residents living in mixed-use or higher-density downtown housing, residents in outlying single-family homes, shoppers, restaurant patrons, BART riders, and theatre goers. The Plan should explicitly consider and address the unique mobility needs of each group.

Housing growth and state policy shifts are reshaping the context for mobility and transportation planning in Lafayette. Over the next two decades, the Mt. Diablo Boulevard Corridor is expected to experience increased residential density. The City’s 2023–2031 Housing Element commits to planning for 2,114 new housing units, largely concentrated in the Corridor Area. The Lafayette BART station parking lots located north of SR 24, in particular, are a potential opportunity site for future transit-oriented development. Lafayette’s anticipated housing growth together with evolving state mandates for transit-oriented development, greenhouse gas reduction, complete streets, and VMT reduction, make an integrated multimodal mobility strategy both timely and essential.

Project Area

For the purposes of this Plan, the Mt. Diablo Boulevard Corridor area (Corridor Area) represents “downtown Lafayette” and encompasses Deer Hill Road to the north, Pleasant Hill Road to the east, Acalanes Road to the west, and the southern boundary of the Downtown Specific Plan. Major arterials include Mt. Diablo Boulevard and Moraga Road.



The Corridor Area features a diverse mix of land uses, including retail and dining establishments, civic facilities, offices, schools, and residential neighborhoods. Public facilities include the Lafayette BART Station, City Offices, Police Department, Contra Costa County Fire Station 15, Lafayette Elementary School, Lafayette Library and Learning Center, Veterans Memorial Center, Lafayette Plaza, and Brook Street Park. Natural features include segments of Happy Valley Creek, Lafayette Creek, and Las Trampas Creek, offering opportunities for enhanced recreation and ecological connectivity.

Objectives

The Plan will guide Lafayette in creating a safe, attractive, accessible, and connected Corridor Area, responsibly planning for anticipated housing growth and increases in residential density, as identified in the City’s adopted Housing Element, as well as evolving travel patterns and State and regional transportation policies. The Plan will identify multimodal strategies that support new and existing residents, strengthen downtown vitality, and reduce reliance on private automobiles while enhancing the pedestrian, bicycle, and transit experience.

The Plan is intended to serve as a vision and concept-level framework to assess where and how multimodal improvements in the Corridor Area would be most practical and impactful over time. The Plan will help the City understand which projects, programs, and polices are realistically positioned to move forward considering technical feasibility, cost-effectiveness, and community priorities.

The Plan should include illustrative concepts, maps, and renderings sufficient to communicate design intent and tradeoffs. The Plan should distinguish between near-term, medium-term, and long-term opportunities. All analyses, concepts, and recommendations are expected to be developed at a planning and feasibility-assessment level, rather than at final design or construction-ready detail.

The Plan must directly analyze and develop recommendations for the following:

- Align multimodal mobility investments with planned housing growth to ensure new and existing residents have safe, affordable, and attractive alternatives to car ownership, with the goal of enabling households within the Corridor Area to meet daily needs with no more than one vehicle.
- Identify opportunities for a cohesive bicycle network within and to/from Lafayette’s downtown.
- Recommend engineering and design improvements to the pedestrian network throughout the study area that optimizes safety and comfort for pedestrians.
- Propose streetscape enhancements and improvements that complement and harmonize with the character and scale of downtown buildings.
- Organize recommendations by short-, medium-, and long-term time horizons, from near-term safety and operational improvements to longer-term corridor transformations (e.g., expanded sidewalks, separated bikeways, and structured curbside management).
- Enhance multimodal safety for everyone traveling into and through the Corridor Area—on foot, by bike, or by car—by applying Vision Zero principles to reduce and ultimately eliminate serious traffic injuries and fatalities.
- Ensure accessible mobility options by addressing the needs of different user groups including seniors, youth, downtown residents, and downtown patrons.
- Establish measurable performance metrics to compare alternatives, guide prioritization, and support future grant and funding applications.
- Identify funding sources and strategies for implementation of proposed projects, including local, regional, and federal funding programs.
- Enhance access to recreation and green space by improving connections to existing trail network and identifying opportunities at a conceptual level for new pocket parks, plazas, and greenways within the Corridor Area.
- Ensure adequate bicycle infrastructure, including safe routes, convenient, and secure bicycle parking to accommodate increased ridership from downtown residents and visitors traveling from surrounding neighborhoods.
- Consider the implications of emerging mobility technologies—such as shared mobility, digital curbside management, micro transit, e-bikes, and autonomous vehicles—so that the Plan remains adaptable, without conducting separate detailed studies.

The Plan must acknowledge, reference, and incorporate existing city, regional, and state policies and goals without creating new standalone studies:

- Integrate safe evacuation routes considerations during wildfires, seismic events, severe storms, and other hazards—drawing from existing City safety and hazard plans—so that proposed multimodal improvements support (and do not impede) emergency response. No new evacuation modeling is required.
- Align Plan proposals with ongoing transportation projects, programs, and policies, while identifying opportunities where adjustments may be warranted to better achieve the Plan’s objectives.
- Incorporate environmental considerations, including potential CEQA implications, to guide project feasibility, design, and prioritization.
- Follow multimodal planning, design, and safety best practices and guidance from the Contra Costa Transportation Authority (CCTA), Metropolitan Transportation Commission (MTC), California Department of Transportation (Caltrans), and other relevant agencies.

- Contribute to the State of California’s GHG reduction targets through mode shift, demand management, and accessibility strategies.

Summary of Key Success Criteria

The City intends this effort to result in a practical, decision-focused Plan. A successful Plan will:

- Identify a prioritized set of projects or actions, framed across short-, medium-, and long-term time horizons.
- Ensure projects and programs balance ambition with realism by accounting for physical, operational, financial, and emergency-access requirements, while advancing safer, more comfortable, and more convenient travel throughout Lafayette.
- Respond directly to anticipated housing growth, showing how mobility improvements support new and existing residents and reduce reliance on multiple vehicles per household.
- Reflect meaningful community input, using guidance from the Active Transportation Task Force and broader community engagement to shape and refine actionable recommendations, not just to catalog opinions.
- Make it easier and more appealing to walk, bike, and get around without a car, especially for everyday trips to schools, shops, services, recreation, and transit.
- Improve the comfort, character, and overall quality of the downtown environment to support local businesses and economic vitality, creating a community-oriented place where people want to live, shop, dine, and linger.

Consultants may propose additional objectives, innovative approaches, and best practices to strengthen the Plan and ensure it best serves Lafayette’s mobility goals.

Scope of Work and Deliverables

The consultant’s work will include, but is not limited to, the following tasks:

Task 1. Project Management: This task includes coordinating the project team, schedule, communications, and deliverables to ensure timely and effective plan development.

Scope of Work:

- Conduct project kickoff and establish roles, responsibilities, and communication protocols.
- Prepare and maintain a detailed project schedule with milestones.
- Provide regular status updates and coordinate with all relevant City departments.
- Lead regular check-in meetings.

Task 2. Existing Conditions & Future Trends Analysis: This task will establish a clear understanding of Lafayette’s current multimodal transportation network and the factors shaping its future demand. The purpose of Task 2 is to inform decision-making, not to comprehensively re-document existing conditions. Analysis should be concise, policy-relevant, and directly tied to subsequent concept development. The consultant will synthesize existing data and studies to describe existing travel patterns, infrastructure conditions, and mobility needs within the Corridor Area. The analysis should also assess how anticipated housing growth, evolving mobility technologies, and climate-related factors will influence transportation and parking demand. Findings from this task will provide the technical foundation for identifying needs, setting performance metrics, and shaping future mobility strategies.

Scope of Work:

Part 1: Existing Conditions Analysis

- Assess implications for travel demand, parking, and multimodal needs based on projected housing growth.
- Draw cues from the City’s Downtown Specific Plan and Objective Design Standards to guide streetscape enhancements and ensure compatibility with downtown’s built character.
- Identify gaps, barriers, and safety issues in the current pedestrian, bicycle, and transit networks.
- Assess emergency access, evacuation routes, and system vulnerabilities, including wildfire, seismic, storm, and climate impacts.
- Establish measurable performance metrics to compare alternatives, guide prioritization, and support future grant and funding applications.
- Highlight opportunities to integrate emerging mobility options, including shared mobility services, micro transit, e-bikes, and autonomous vehicles.
- Incorporate use case analysis to ensure user groups, such as seniors, youth, downtown residents, and downtown patrons have adequate mobility options.
- Incorporate details of existing and anticipated transportation-focused projects, programs and policies that are being planned for the Corridor Area.

Part 2: Future Trends Analysis

- Consider emerging mobility trends, such as shared mobility, microtransit, e-bikes, self-driving vehicles, and related charging or support infrastructure, and describe the likely impacts of these trends on transportation in Lafayette over the next 10–20 years.
- Explain how these changes are likely to affect daily life in the Corridor Area, including travel choices, curb use, parking demand, safety, access to BART, and the experience of moving through downtown.
- Describe how the City can plan for and take advantage of these trends to improve safety, access, convenience, and overall quality of life, while making better use of limited public right-of-way.

To the extent possible, the consultant should rely on existing data and analytical materials (e.g., Parking Management Study, Housing Element, Safety Element) to avoid duplicating prior work. City staff can provide some data via the city’s subscription to Streetlight Data. Additional data collection should be limited to filling critical gaps or updating outdated information.

Task 3. Community Engagement:

The consultant will implement a focused, cost-efficient engagement process designed to gather meaningful community input. Community engagement is intended to inform and refine concepts and priorities, not to generate an unconstrained list of ideas or to substitute for technical or policy judgment.

The City intends to establish a time-limited Active Transportation Task Force (“Task Force”) composed of key community stakeholders and appointed Commission and City Council representatives. The City Council will appoint the Task Force members. The Task Force will serve as the primary advisory forum for coordinated input across overlapping studies, with the public workshops and charrettes structured to validate and advance that work. The Task Force will provide feedback on engagement strategies, draft concepts, and recommendations to City staff, relevant Commissions and the City Council.

Scope of Work

Task Force Engagement and Facilitation

- Prepare materials for, facilitate, and document up to six (6) Task Force meetings.

- The consultant shall work collaboratively with City staff to prepare agendas, discussion frameworks, and targeted graphics for each Task Force meeting and shall co-facilitate meetings with City staff, as requested by the City.
- Following each Task Force meeting, the consultant shall prepare a concise summary identifying key themes, areas of agreement, unresolved questions, and major tradeoffs discussed.
- The consultant shall explicitly apply relevant Task Force input to the development and refinement of concepts, alternatives, and recommendations in subsequent tasks.
- Task Force input shall be treated as a critical source of guidance informing Plan development, while recognizing that final decisions remain with City Council.

Public Workshops

- Conduct one (1) project milestone public workshop focused on validating the emerging multimodal vision, priorities, and key concepts. The workshop may be held in person, virtual, or hybrid, depending on anticipated reach and cost-effectiveness.

Facilitated Charrette

- Lead one (1) facilitated charrette structured as an intensive, design-driven working session to translate vision, community values, and Task Force guidance into actionable multimodal concepts and priorities. Charrette outcomes shall directly inform subsequent concept development and Task Force discussions.

Project Communications

- Provide concise, digestible content for a City-hosted project webpage, including brief progress updates, meeting notices, and a limited set of visual materials necessary to support transparency.
- Prepare materials needed for the public workshop, facilitated charrette, Task Force meetings, and the project webpage (e.g., simplified graphics to illustrate options or tradeoffs). Emphasis shall be on clarity and usefulness, not volume or production quality.

Survey

- Prepare one (1) short, accessible online survey focused on validating priorities and testing high-level concepts.

Deliverable Integration

- Task Force input, workshop feedback, charrette outcomes, and survey results shall be synthesized and summarized in a consolidated Community Engagement Summary Report.
- The report shall clearly describe how engagement input informed Plan concepts, priorities, and recommendations, including examples of where input influenced decisions and where it did not.

Task 4. Concept Development & Visioning: This task will translate findings from previous tasks into a clear, actionable vision for multimodal mobility in the Corridor Area. The goal is to provide a set of concept-level options for advancement to the implementation planning phase (Task 5). Concept development shall explicitly test how proposed designs would function under increased residential density, constrained right-of-way, and emergency access needs.

Scope of Work:

- Develop a 20-year multimodal mobility and streetscape vision for the Corridor Area, including short-, medium-, and long-term recommendations. This should be strong on visuals and easy-to-understand illustrations.
- Prepare concept-level designs for major infrastructure investments to improve pedestrian, bicycle, and transit connectivity to and through the Corridor Area. This should include identification of a protected, safe and welcoming network of pathways through the Corridor Area that connects our existing and planned facilities to our broad mix of land uses and downtown destinations. The improvements should be classified as near, mid, or long term.
- Recommend corridor-wide streetscape and mobility enhancements, including:
 - Facilities that promote safe walking and cycling in and around the Corridor Area (widened sidewalks, pathway, protected bicycle facilities, bicycle parking, signal phasing improvements, wayfaring signs, etc.)
 - Urban design features that enhance the active transportation experience (reduced driveway widths, limited driveway access, etc.)
 - Traffic calming measures (raised crosswalks, bulb-outs, woonerfs)
 - Streetscape improvements (benches, medians, lighting, shade trees, public art, signage)
 - Transportation technology strategies (smart signals, curbside management, shared mobility, autonomous vehicle readiness)
- Recommend recreation and green space enhancements, which may include new connections to the existing trail network and potential new pocket parks or plazas.
- Recommend supportive development standards and policies (e.g., sidewalk widths, bike path easements, bicycle parking requirements).
- Integrate emergency evacuation, climate resilience, and equity considerations into all recommendations.
- Ensure concepts align with City housing goals, land use policies, and regional guidance (CCTA, MTC/ABAG, BART, Caltrans).
- Recommend priority routes within the study area for vehicles, bicycles and pedestrians.

Task 5. Implementation Planning: This task will translate conceptual designs and visioning from Task 4 into a clear, actionable implementation plan. The consultant will prioritize projects and programs, refine designs based on City and stakeholder feedback, and identify funding and partnership opportunities.

Scope of Work:

- Based on recommendations from the Task Force and approved by the City Council, determine three (3) to ten (10) recommended projects or programs from Task 4 using agreed-upon criteria (e.g., safety, cost, equity, feasibility, community benefit).
- Refine conceptual designs from Task 4 based on City and stakeholder feedback and prepare grant-ready project sheets, including updated planning-level cost estimates for design and construction of roadway infrastructure projects.
- Prepare a phased implementation plan with short-, medium-, and long-term, including sequencing and feasibility considerations.
- For each priority project or program, identify the anticipated lead entity (City, developer, regional partner, or other) and any key dependencies.
- Identify potential grant opportunities and/or funding partners.

Task 6. Draft and Final Plan: This task will produce a comprehensive Plan that integrates all findings, analyses, and recommendations from previous tasks. The consultant will prepare a visionary, yet feasible framework for multimodal improvements in the Corridor Area that incorporates near-, medium-, and

long-term opportunities. The Plan should include illustrative concepts, maps, and renderings sufficient to communicate design intent and tradeoffs, provide practical, actionable recommendations for implementation, including preliminary cost estimates.

Scope of Work

- Prepare an Administrative Draft Plan for internal staff and Task Force review.
- Incorporate staff and Task Force feedback to produce a Public Draft Plan for community and stakeholder input.
- Integrate findings from Tasks 2–5, including conceptual designs, implementation phasing, preliminary cost estimates, funding strategies, equity considerations, and safety/resilience measures.
- Produce a Final Plan for City Council review and approval.

Deliverables: Deliverables shall be prepared at a planning and feasibility-assessment level, sufficient to inform capital programming, grant applications, and subsequent project development. Deliverables should illustrate near-, medium-, and long-term opportunities, but need not include final engineering or construction-ready designs. Deliverables shall be grounded in technical feasibility, cost effectiveness, and community priorities. Recommendations shall avoid non-actionable language (e.g., ‘encourage’, ‘support,’ or ‘consider’) unless paired with a specific implementation mechanism. The consultant shall prepare and deliver the following final products.

1. Existing Conditions & Future Trends Technical Memorandum: A concise technical memorandum that establishes the analytical foundation for the Plan, including:

- Existing multimodal network conditions, constraints, and safety issues
- Housing growth and future travel demand implications within the Corridor Area
- Baseline performance metrics (e.g., VMT, safety, access, equity)
- Emergency access, evacuation, and climate resilience considerations, drawing from existing City documents
- Representative multimodal “use cases” reflecting different user groups
- Planning-level implications of anticipated housing growth and evolving transit-oriented policies, without project-specific assumptions
- Summary of relevant ongoing and planned City, regional, and state projects and policies

2. Multimodal Vision & Guiding Principles Framework: A clear, decision-oriented framework that articulates:

- A 20-year multimodal mobility vision for the Corridor Area
- Guiding principles tied explicitly to housing growth, car-optional living, safety, downtown character, and equity
- Performance outcomes the City seeks to achieve (e.g., reduced auto dependence, improved safety, increased mode choice)

3. Concept-Level Multimodal Network Plan: An integrated, concept-level plan identifying how people will move to, through, and within the Corridor Area by all modes, including:

- Pedestrian, bicycle, transit, and vehicle priority networks
- Short-, mid-, and long-term improvements
- Corridor-wide concepts and key node/intersection concepts

- Illustrative maps, cross-sections, and diagrams sufficient to communicate design intent and tradeoffs

4. Concept Development Package: A package of clearly defined multimodal concepts that:

- Presents multiple alternatives where appropriate.
- Identifies tradeoffs, constraints, and feasibility considerations.
- Includes planning-level (order-of-magnitude) cost estimates.
- Categorizes recommendations as:
 - Near-term, technically feasible under existing conditions
 - Feasible with policy or funding changes
 - Longer-term transformational concepts
- Results in a recommended shortlist of approximately 3–10 priority projects or programs.
- Clearly identifies the decision, policy change, capital action, or follow-on study needed to advance each recommendation.

5. Implementation & Funding Plan: A clear, actionable roadmap for moving from concept to implementation, including:

- Prioritization criteria and rationale for recommended projects and programs
- Phased implementation strategy (short-, mid-, and long-term)
- One-page, grant-ready project sheets for each priority project, including project description, planning-level cost estimates, key assumptions/constraints, and potential funding sources.
- Identification of policy, operational, or coordination actions needed to advance implementation

6. Community Engagement Summary Report: A single consolidated summary documenting:

- Engagement activities and methods
- Key themes and feedback received
- How community input informed Plan recommendations

7. Final Mt. Diablo Boulevard Corridor Multimodal Mobility Plan: A fully integrated, illustrated Plan suitable for City Council consideration and adoption, including:

- Executive Summary
- Vision, goals, and guiding principles
- Concept-level multimodal network plans, street design enhancements, and recommended projects.
- Implementation and funding strategy
- Technical appendices as needed

The Plan shall:

- Present illustrative concepts, diagrams, and renderings sufficient to communicate design intent and tradeoffs.
- Distinguish between short-, medium-, and long-term opportunities.
- Provide actionable recommendations that are realistic given technical feasibility, cost effectiveness, and community priorities.
- Avoid an open-ended “menu of options” by clearly identifying a prioritized set of actions.

8. Decision-Maker and Public-Facing Materials

- City Council/Commission/Task Force/community presentation materials

- A concise, highly visual community-facing summary document

9. Digital and Editable Files: All final work products shall be provided in editable digital formats, including:

- Microsoft Word, Excel, and GIS shapefiles
- PDFs suitable for public distribution
- All maps, figures, and graphics used in the Plan

Optional Task: Traffic Modeling & Analysis: Develop and apply multimodal traffic modeling to quantify operational and safety implications of proposed downtown concepts along Mt. Diablo Boulevard and connecting corridors. The modeling will inform trade-offs among vehicular, pedestrian, bicycle, and transit performance, support CEQA/SB 743 (VMT) consistency, and guide project prioritization. Traffic modeling, if pursued, is intended to inform multimodal tradeoffs and feasibility, not to optimize vehicular level of service. Assume that the City will provide all data for the task and that no data collection efforts would be required.

Scope of Work

- Define Modeling Study Area
 - Core network: Mt. Diablo Blvd (from Pleasant Hill Rd to Acalanes Road), Moraga Rd (Mt. Diablo Blvd to St. Mary's Road), First St, Oak Hill Rd, Deer Hill Rd, Happy Valley Rd and connecting ramps to SR 24.
 - Up to 12-15 signalized and 10-12 unsignalized intersections.
- Model Framework
 - Base Network: Build existing conditions Synchro/SimTraffic network using latest City signal timing, geometry, and counts (City to provide StreetLight or recent field data).
 - Calibration: Match observed turn movements, queues, and travel times (per HCM 7 calibration criteria).
 - Scenario Testing:
 - a. Existing (2025) Baseline
 - b. Horizon (2040) No Project (with pipeline growth)
 - c. Up to 3 Concept Alternatives (corridor and intersection reconfigurations, lane reallocations, traffic calming, transit priority, curbside changes).
 - Mode Integration: Use person-throughput analysis and multimodal LOS/comfort metrics for ped/bike/transit; incorporate regional model or StreetLight OD for growth factors and VMT screening.
 - Optional Microsimulation: If significant queuing, spillback, or multimodal conflicts are identified, prepare a targeted Vissim or Aimsun sub-model for 0.5–1.0 mile of Mt. Diablo Blvd (core downtown).
- Metrics & Outputs
 - Intersection LOS (where requested) and delay
 - Volume-to-capacity ratios and queues
 - Person throughput by mode
 - Travel time and reliability indices
 - Pedestrian/bicycle delay and comfort scores
 - Comparative VMT and mode-share implications
- Documentation & Visualization
 - Tables, corridor plots, and GIS-based maps showing before/after performance.
 - Summary of signal timing adjustments and recommended operations strategy.

Deliverables:

- Traffic Modeling Technical Memo summarizing:
 - Study area and scenarios
 - Model assumptions, calibration results, and validation statistics
 - Key findings and graphics for integration into the Concept Development Package
 - Electronic model files (Synchro/Vissim as applicable)
- Multimodal Performance Dashboard (Excel or GIS-based) for City staff to query future conditions and compare concepts.

Environmental Considerations: The Plan should consider relevant environmental regulations, including the California Environmental Quality Act (CEQA), to ensure that proposed projects can be developed in compliance with state requirements. While the Plan is a planning-level document and does not require preparation of CEQA documents, it should identify potential environmental constraints and opportunities to minimize impacts for future implementation. Deliverables should clearly note potential environmental considerations for each recommended project, highlighting constraints and opportunities to inform subsequent CEQA review.

Project Funding: The City Council has authorized \$300,000 for this effort. The City recognizes that not all corridors, intersections, or topics can be studied in equal depth within the authorized budget. Proposers should demonstrate how they will prioritize effort toward the most consequential locations and decisions.

Existing City Plans and Projects

The Plan should build on relevant City planning documents and account for existing and planned development and transportation projects that impact the Corridor Area. A brief overview of some key documents and projects is provided below.

Key Planning Documents

General Plan: The most recent General Plan was adopted in 2002. In 2020, the City initiated an update to the General Plan to ensure it remains responsive to future challenges. General Plan 2040 will serve as the blueprint for how and where the City will evolve over the next 20 years.

Housing Element (2023) and Environmental Impact Report: The Housing Element (2023-2031 cycle) outlines Lafayette’s vision and strategy for meeting its Regional Housing Needs Allocation (RHNA). With 2,114 additional housing units zoned or in the pipeline under the current RHNA cycle, housing in the Corridor Area may double or triple in the coming years.

Objective Design Standards: Program 9.1.a of the Housing Element directs the City to develop objective design standards for new multi-family and mixed-use development. [Objective Design Standards \(ODS\) Phase 2](#), currently underway, will create detailed, predictable design standards that strive to preserve community character while enabling new housing. ODS Phase 2 builds on ODS Phase 1, which created priority standards to address building height, scale, and design, creek and landscaping, parking and circulation, pedestrian access, and outdoor space, and created the City’s Objective Standards for New Multi-Family and Multi-Family Mixed Use Development in the Downtown form (“ODS Form”). ODS Phase 1 was completed in 2019.

[Safety Element](#) (2023): Provides strategies for emergency preparedness and resilience, addressing wildfire, seismic hazards, floods, climate change, cyber-attacks, and other risks that could affect local and regional transportation systems.

[Downtown Specific Plan](#) (2012): Articulates a vision to preserve and enhance Lafayette’s small-town character while guiding change over 20 years. The DSP’s “Getting Around” chapter addresses circulation and transportation issues, including motor vehicles, pedestrians, transit, transportation demand management, and parking.

[EBMUD Aqueduct Pathway Feasibility and Options Study](#) (2012): This study evaluated the potential for a continuous pedestrian and bicycle pathway within the East Bay Municipal Utility District (EBMUD) aqueduct right-of-way, running east–west roughly parallel to SR 24 and BART. The study focused on the downtown Lafayette segment from Risa Road to Brown Avenue, assessing alignment options, crossing treatments, design constraints, and stakeholder coordination requirements. Prepared in partnership with EBMUD, BART, Caltrans, East Bay Regional Park District, the Lafayette Chamber of Commerce, and others, the report analyzed feasibility, conceptual design alternatives, and planning-level costs. Today, the project is beginning work on 100% PS&E design of the pathway between Dolores Drive and Pleasant Hill Road, to move the concept to a construction-ready plan that will improve multimodal connectivity between the Lafayette Reservoir, downtown, and BART.

[Master Plans](#): The City has completed a number of Master Plans relevant to preparation of the Plan, including: Age Friendly Action Plan; Bikeways Master Plan; Downtown Creeks Plan; Downtown Street Improvement Master Plan; Parks & Recreation Facilities Master Plan; Open Space Plan; Public Art Master Plan; and Trails and Walkways Master Plans.

Ongoing/Planned Transportation Projects

- Lafayette Downtown BART Access and Circulation Project: Technical assistance to identify multimodal access gaps and potential conceptual designs within ½ mile of the Lafayette BART Station, (TBD, approximately 18-month project commencing in winter 2026)
- Lafayette Town Center Pathway and BART Bike Station Project: The project will increase safe access for pedestrians and bicycle riders to the station, encourage alternative modes of transportation in and around the Downtown Corridor, and create a welcoming entry to the downtown. Construction expected in Q1 2026.
- Downtown Lafayette Aqueduct Pathway Project – [Design](#): Design assistance for the section of the Aqueduct Pathway between Dolores Drive and Brown Avenue. Work on the pathway design began in summer 2025.
- Downtown Lafayette Aqueduct Pathway Project – [Construction](#): Construction of the Aqueduct Pathway from Dolores Drive to the Lafayette BART Station. The City expects to receive \$4,157,000 via various fund sources, including the State Transportation Improvement Program (STIP) program. Confirmation of the STIP funding is expected in 2026; funds would be available in FY29.
- Downtown Parking Management Study: Study will identify and recommend parking management strategies that achieve an efficient balance between parking supply and demand, an expected increase in new housing, and increased multimodal travel throughout downtown Lafayette. The study is expected to be completed in winter 2026.
- Connecting Lafayette Project: Will result in the construction of a Class I ped/bike facility along School Street, and a pathway on Topper Lane, resulting in a gap closure in protected active transportation facilities between the Lafayette-Moraga Trail and the First Street Class I pathway. Construction expected in 2026.

Major Development Projects

The [Major Development Projects Map](#) provides information about each project including application number, scope of work, General Plan Land Use Classification, zoning district, lot area, stories/height, gross floor area, project status, project images/plans, and contact information for each major development project. All new commercial construction, new multifamily construction projects of five units or greater, and all major subdivisions are included.

Existing Mt. Diablo Boulevard Corridor Transportation Network

Public Transportation: Lafayette's downtown is served by a Bay Area Rapid Transit (BART) station and County Connection bus route 6, which connects the Lafayette BART station and Orinda BART station via Moraga Road and St. Mary's Road.

Motor Vehicles: Circulation in the Corridor Area is organized around four major arterials:

- Mt. Diablo Boulevard: East–west spine and regional thoroughfare connecting to SR 24
- Moraga Road: North-south connector to the Town of Moraga
- Oak Hill Road: North–south connector from Central Lafayette to SR 24
- First Street: North–south connector from Central Lafayette to SR 24

Additional access is provided via Pleasant Hill Road, Acalanes Road, Happy Valley Road, and Brown Avenue. Local traffic is served by smaller streets such as Brook Street, Golden Gate Way, Mountain View Drive, Dewing Avenue, Lafayette Circle, Hough Avenue, Carol Lane, and Second Street.

Pedestrians: Downtown Lafayette is generally walkable, with sidewalks along most streets, signalized intersections at key crossings, and level terrain. Crosswalks are concentrated along Mt. Diablo Boulevard and Moraga Road. Gaps remain in sidewalk coverage and pedestrian safety enhancements outside the commercial core.

Bicycles: The Corridor Area's on-street bicycle facilities are limited and often consist of narrow or unprotected lanes adjacent to vehicular traffic, with minimal physical separation. These conditions discourage potential riders from using bicycles for everyday trips. Existing routes along major arterials such as Moraga Road and portions of Mt. Diablo Boulevard are widely perceived as uncomfortable or unsafe, constraining bicycle access to key destinations including schools, BART, and downtown businesses.

In addition to an existing Class I facility along First Street, the City will be constructing several bicycle facility improvements, including an ADA-compliant pathway serving the BART station with dedicated bicycle parking and a future Aqueduct Pathway that would improve low-stress connections between surrounding neighborhoods and the Corridor Area. However, despite these projects, the Corridor Area lacks a cohesive network of all-ages-and-abilities bicycle facilities.

Proposal Submittal Requirements

Responses to the RFP should be submitted according to the instructions outlined herein. Proposal content and completeness are most important. Although no page limitation will be imposed, clarity and conciseness are essential.

1. Cover Letter: Describe the consultant's interest in the project and commitment of personnel. Include a statement confirming that the City's contract form, conflict-of-interest provisions, timeline, and insurance requirements are understood, and that the proposal is valid for at least

- 90 days. May include a brief firm profile, office location(s), and experience providing similar services to public agencies.
2. **Cost Summary:** Provide a fixed, not-to-exceed price with an itemized cost proposal based on the tasks in the Scope of Work. Clearly identify subcontracted work and any mark-up. Include a schedule of hourly labor rates and material rates. Disclose any anticipated billing rate adjustments during the contract term.
 3. **Schedule:** Provide a proposed project schedule with key tasks, milestones, and completion dates.
 4. **References:** Provide at least three recent projects that best demonstrate the consultant team's relevant experience. Each project summary (maximum one page each) should identify:
 - a. The client agency and contact information
 - b. Project scope and objectives
 - c. The roles of key personnel proposed for this RFP
 - d. Key deliverables (with samples available upon request)
 5. **Project Team and Expertise:** The City seeks a team with complementary strengths in:
 - a. Visionary urban planning and design
 - b. Transportation planning and traffic operations, including multimodal corridor analysis
 - c. Bicycle and pedestrian facility planning and design (concept-level)
 - d. Urban design and streetscape enhancements, with experience in semi-rural and small-city contexts
 - e. Parking and curbside management strategies
 - f. Climate, sustainability, and green infrastructure integration
 - g. Public engagement and facilitation, including innovative and equity-focused approaches
 - h. Grant strategy and funding alignment (ATP, OBAG, federal, etc.)
 - i. Traffic modeling
 6. **Key Personnel:** Proposers shall identify all key personnel assigned to the project, including their qualifications, roles, and responsibilities. The proposal must identify both (1) the Project Manager, who will serve as the primary point of contact, and (2) a Lead Visioning/Urban Design and Mobility Strategist (title may vary by firm) who will guide the conceptual, urban design, and multimodal vision for Mt. Diablo Corridor. The Strategist should bring strong design thinking, creativity, and the ability to synthesize community values, technical analysis, and urban form into a clear, compelling long-range mobility vision for a small suburban community. One individual may serve in both roles, provided they clearly demonstrate the qualifications and capacity to fulfill the responsibilities of each. The City must approve any substitutions of key personnel after contract award. Resumes (2 pages maximum each) must be included for all key staff.
 7. **Approach and Methodology:** Provide a detailed narrative describing the consultant's approach to carrying out the Scope of Work, including how the team will address Lafayette's unique context, coordinate with ongoing projects, and balance mobility, livability, and design objectives.
 8. **Insurance Certification:** Provide verification of compliance with insurance requirements.
 9. **City Support Needs:** Identify any information, services, or staff support the consultant anticipates requiring from the City.
 10. **Acceptance of Terms and Conditions:** Include a statement of the consultant's willingness to accept the terms and conditions of the City's standard Professional Services Agreement (Attachment 2).
 11. **Conflict of Interest:** State that the consultant will not accept work that creates a conflict of interest with the City or compromises work under this agreement.

Work Product and Ownership: The proposal shall include the consultant’s proposed graphics and other software to be used to complete the project. Draft and final deliverable work products shall be provided to the City in electronic files containing all text, exhibits, data, calculations and referenced documents supporting conclusions. All text, exhibits and supporting data shall be submitted in a form that is editable by the City. A Microsoft Word format shall be included with all text submittals. All work products prepared by the consultant shall become the property of the City. There shall be no restrictions on City’s use, distribution or modification of work products.

Communications

Questions regarding this RFP shall be submitted in writing to Heather Ward, Management Analyst at hward@lovelafayette.gov. We request that consultants notify the City (via email) of their interest in submitting a proposal for this project. The City’s responses to substantive questions will be shared with all consultants that notify the City.

Proposal Submittal Process

Submit three hardcopies of the proposal to the address below and one electronic copy in PDF format to Heather Ward, Management Analyst at hward@lovelafayette.gov

City of Lafayette
Administrative Services Department
3675 Mt. Diablo Boulevard, Suite 210

Lafayette, CA 94549
Attention: Heather Ward

Proposals must be received by the City by no later than 5:00p.m. on March 27, 2026. Late proposals will not be considered.

Tentative Project Schedule

February 9, 2026	RFP Issued
February 27, 2026	Questions due to Heather Ward, hward@lovelafayette.org
March 9, 2026	Responses to questions provided
March 27, 2026, 2026	Proposals due by 5:00 p.m.
Week of April 20, 2026	Interviews, if conducted
Week of May 4, 2026	Selected firm(s) notified
May 2026	Award of Consulting Services Agreement (City Manager)
May/June 2026	Contract executed/work begins

Rejection Rights

The selection of a consultant for this project and any agreements for services resulting from this Request for Proposals is dependent upon the approval of the City Manager. The City reserves the right to reject any or all proposals or to re-solicit this Request for Proposals.

Cost of Response Preparation

The City will make no reimbursement for any cost incurred by a prospective consultant for the preparation of a response to this Request for Proposals.

Consultant Selection Process

All proposals received by the required deadline will be reviewed by City staff for responsiveness, completeness, and overall quality. Proposals that meet the minimum requirements may be shortlisted for further evaluation and, at the City's discretion, invited to participate in interviews.

Final selection will be based on a comprehensive evaluation of proposals using the criteria below. The criteria are not listed in order of importance, and the City reserves the right to weigh factors as it deems appropriate to best meet project objectives.

Evaluation Criteria may include, but are not limited to:

- Responsiveness and clarity of proposal, including organization, completeness, and adherence to RFP requirements.
- Demonstrated experience with multimodal mobility, corridor, or downtown plans for small suburban or semi-rural communities, including work informed by housing growth, state and regional policy, and community context.
- Strength of project vision and approach, including the ability to develop creative yet realistic, implementable multimodal concepts grounded in technical feasibility, cost effectiveness, and community and political context.
- Qualifications and experience of key personnel, including the Project Manager and Lead Visioning/Urban Design and Mobility Strategist, and their demonstrated ability to integrate design, transportation, and community input into a cohesive plan.
- Accessibility and availability of key personnel, including clarity around staff roles, time commitments, and continuity throughout the project.
- Understanding of Lafayette's semi-rural small-town character.
- Project management capability, including the ability to deliver high-quality work products on schedule, manage coordination with City staff and the Task Force, and adapt to feedback.
- Reasonableness and transparency of the cost proposal, including alignment between the proposed scope of work, level of effort, and budget.
- Demonstrated ability to deliver implementable plans that have led to funded projects, adopted policies, or constructed improvements.

The City may consider additional factors during the evaluation process, including interview performance, references, and demonstrated ability to work collaboratively with public agencies and community stakeholders.

Contractual Issues

A sample of the City Professional Services Agreement is provided in Attachment 2 for the review of all proposing consultants. The successful consultant will be required to execute a Professional Services Agreement with the City. Please carefully review all sections and pay special attention to the indemnity portions of the contract. The City does not ordinarily allow modifications to the standard agreement when contracting for services from outside firms.

Attachments

1. Mayor Anduri and Vice Mayor McCormick Visioning Document
2. Sample City Professional Services Agreement

Attachment 1:

[July 24, 2025]

PLANNING FOR MULTI-MODAL MOBILITY IN THE MOUNT DIABLO BOULEVARD CORRIDOR (From Acalanes in the west to Pleasant Hill Road in the east; from Deer Hill Road in the north to the southern boundary of the Downtown Specific Plan area)

Why plan?

- We are zoning/planning for an additional 2,114 housing units in the current RHNA cycle.
- Most of these units are in pipeline projects or opportunity sites in the MDB Corridor. If these units are built, we will double (triple?) the current amount of housing units in the Corridor.
- We need to plan now so that each household can minimize the number of cars that it owns.
- Because if each household in the Corridor has two cars.....

Plan for what?

- A city in which new and existing downtown residents can carry out as many of their daily/weekly activities as possible without getting in a private car:
 - Shopping
 - Getting to school
 - Recreation
 - Social events; community events; worship services
 - Getting to regional transit (BART)
- A city that has protected bike and pedestrian pathways from each quadrant (northwest; northeast; southeast; southwest) to the downtown/BART
- The infrastructure we want in place in ten/twenty years in order to achieve our goal – minimizing the use of private cars.

Mindset

- Take a fresh look at the City/Corridor. Think big. Think long term.
- Is there a completely different approach/configuration that should be considered? For example, a complete redesign of City owned right-of-way? Requirements for improvements in conjunction with private developments?
- Or are we locked into our current infrastructure, and we can only make marginal changes/improvements? If so, what are those?

We have to do this now:

- Before we add any more concrete, asphalt, street lights, flashing beacons or other improvements that may have to be removed later.

- Before new multi-family housing (or commercial) projects are approved and it is too late for new approaches that will benefit those projects.
- So we can provide for multi-modal mobility in the most attractive manner.
- So we can synchronize our overriding need for multi-modal mobility with planning for:
 - Parking
 - Outdoor dining
 - West Reach project
 - Downtown recreation needs
 - Evacuation plans
 - Project on the south side of the BART station
 - Local road safety improvements that carry out Vision Zero
 - Repaving projects in the corridor (such as Moraga Road)
 - Bicycle/pedestrian path on the EBMUD aqueduct
 - Downtown street improvements – when we have our Multi-Modal Mobility Plan, we can (a) revisit and revise our Downtown Street Improvement Master Plan and (b) reactivate our Downtown Street Improvement Master Plan Implementation Committee (DSIMPIC)
 - Implementation of a downtown pedestrian wayfinding system with signage that will make walking easier, safer and more pleasant while promoting civic destinations and local businesses

Or to put it another way, in an ideal world we would have the multi-modal mobility plan before we plan for any of these other things.

Deliverable

A plan that reimagines or reconfigures our roadways, sidewalks, trails and bike paths – and the siting of developments on private property – so we have the infrastructure that makes it possible for downtown residents (and residents of other neighborhoods who come downtown) to carry out their daily activities without using a private automobile.

The plan could include:

- Protected bike paths that enable a Corridor resident to get to any other location in the Corridor safely, efficiently and enjoyably on her/his bike.
- Protected bike paths that bring residents of outer neighborhoods to the Corridor.
- Improvements to sidewalks and pathways (and bridges over creeks or pathways along creeks) that make the pedestrian experience in the corridor safer, more efficient and more enjoyable.
- Requirements for private developments that promote the goal of fewer cars (such as a minimum width for sidewalks along Mount Diablo Boulevard, or allowing an easement for a bike path, or designing the development so residents have easy access to a nearby bike path, or requiring storage/parking for at least one bicycle per unit, or providing on-site recreation or play areas).
- Strategies for managing traffic from Moraga to SR 24 and from SR 24 to Moraga.

The plan should take into account:

- The increased interest in, and usage of, e-bikes across a range of demographics, including older adults
- The seemingly endless increase of delivery trucks on our roads as online shopping becomes even more common (where will they park when delivering to downtown residents?)
- The coming of self-driving robo-taxis to Lafayette and the increase in shared ride services that make having a personal car, or second car, less necessary – but that need a place to pick up/drop off
- The feasibility of shuttle services (a) bringing residents to BART or other destinations from large residential projects in the western Corridor (DeSilva) or eastern Corridor (Terraces), (b) shuttling residents from destination to destination along the Corridor, or (c) both

Benefits/Goals

- We want to make Lafayette a model for a car-optional or one-car per family community
- We want to build community and support our downtown businesses by making our downtown a place where people (downtown residents, other residents, and residents of other cities) want to spend time because of its ambiance and accessibility
- We would enhance our status as an Age-Friendly City by making it much easier for older adults who live downtown to thrive without having to own a car, and we would make it easier for older adults now living in other Lafayette neighborhoods to downsize by relocating to an age-friendly downtown
- We would make it much easier for lower-income residents and their families, including those in affordable housing units, to live closer to all the amenities of our downtown
- We would reduce our carbon footprint and become a more sustainable city

CITY OF LAFAYETTE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of _____, 20____ by and between the City of Lafayette, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 3675 Mt Diablo Blvd #210, Lafayette, CA 94549 (“City”), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

(hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Incorporation of Recitals.

The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A.” **[Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]**

3. Professional Practices.

All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel identified in their proposal. Consultant warrants that Consultant is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant further represents that no City employee will provide any services under this Agreement.

4. Compensation.

a. Subject to paragraph 4(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B." **[Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]**

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$ **[Insert amount of compensation]**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices. Payments to Consultant for work performed will be made on a monthly billing basis.

5. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

a. Adjustments. No retroactive price adjustments will be considered and no price increases will be permitted during the first year of this Agreement, unless agreed to by City and Consultant in writing.

6. Term.

This Agreement shall commence on the Effective Date and continue through **[***INSERT DATE***]**, unless the Agreement is previously terminated as provided for herein ("Term").

7. Maintenance of Records; Audits.

a. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

b. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

8. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **Insert number of calendar days for performance of the services or language stating "Consultant shall complete the services required hereunder within Term." – if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.** The Notice to Proceed shall set forth the date of commencement of work.

9. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include a Force Majeure Event. For purposes of this Agreement, a Force Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.

10. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

11. Standard of Care.

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

12. Conflicts of Interest.

During the term of this Agreement, Consultant shall at all times maintain a duty of loyalty and a fiduciary duty to the City and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the City.

13. Assignment and Subconsultant.

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

14. Independent Contractor.

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided. Any personnel performing the work governed by this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

15. Insurance.

Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

16. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers. Consultant's indemnification obligation shall survive the expiration or earlier termination of this Agreement.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

17. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees

to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

18. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

19. [Section not included]

20. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Contra Costa, State of California.

21. Termination or Abandonment.

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

22. Attorneys' Fees.

In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary, and expenses of the City Attorney's Office in enforcing this Agreement on behalf of the City shall be considered as "attorneys' fees" for the purposes of this Agreement.

23. Responsibility for Errors.

Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant's professional services occurs, Consultant shall, at no cost to City, provide all other services necessary to rectify and correct the matter to the sole satisfaction of the City and to participate in any meeting required with regard to the correction.

24. Prohibited Employment.

Consultant shall not employ any current employee of City to perform the work under this Agreement while this Agreement is in effect.

25. Costs.

Each Party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

26. Documents.

Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

27. Organization.

Consultant shall assign [REDACTED] as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

28. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

29. Notice.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Lafayette

3675 Mt Diablo Blvd #210

Lafayette, CA 94549

Attn: [REDACTED]

CONSULTANT:

[REDACTED]

and shall be effective upon receipt thereof.

30. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

31. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

32. Entire Agreement.

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

33. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

34. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

35. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

36. Time of Essence.

Time is of the essence for each and every provision of this Agreement.

37. Headings.

Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

38. Amendments.

Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

39. City's Right to Employ Other Consultants.

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

40. Prohibited Interests.

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

41. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

42. Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

43. Electronic Signature.

Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF LAFAYETTE

AND [*INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF LAFAYETTE

[INSERT NAME OF CONSULTANT]

By: _____

By: _____

[INSERT NAME]

[INSERT TITLE]

Its: _____

Printed Name: _____

ATTEST:

By: _____

Board Clerk

EXHIBIT A

Scope of Services

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

EXHIBIT C

Activity Schedule