

REQUEST FOR PROPOSALS



RFP 24-06

**DOWNTOWN VILLAGE SPECIFIC PLAN UPDATE,
ENVIRONMENTAL ASSESSMENT
AND RELATED TECHNICAL STUDIES**

June 22, 2023

**City of La Mesa
Community Development Department
8130 Allison Avenue
La Mesa, CA 91942**

SECTION 1

REQUEST FOR PROPOSALS

A. INVITATION

The City of La Mesa (“City”) is soliciting proposal packets from qualified consultants to provide planning, urban design, infrastructure, public services, environmental, and public outreach services necessary to assist with preparation and adoption of a comprehensive update to the La Mesa Downtown Village Specific Plan, adopted April 17, 1990 (“Project”). Interested and qualified companies who have demonstrated their ability at providing comparable services are invited to submit proposals.

Prepared in accordance with Section 65450 of the California Government Code, the Specific Plan is intended to guide both public and private development within the Downtown core in a manner consistent with the 2012 City of La Mesa General Plan (“2012 General Plan”). The Specific Plan Update will be accompanied by the applicable level of environmental review pursuant to the California Environmental Quality Act (CEQA) and a comprehensive public outreach process. The objectives of the Specific Plan Update include, but are not limited to:

- Improving the usability of the plan to ensure a streamlined and predictable discretionary review process
- Promoting economic development
- Encouraging infill mixed-use and multi-family residential uses
- Implement parking policies and programs in support of smart growth

This Request for Proposals describes the Project, proposed work program, required qualifications, consultant selection process, and minimum information that must be included in the proposal. Failure to submit information in accordance with these requirements and procedures may be cause for disqualification.

Qualified companies are invited to submit an online proposal to the City no later than **5:00 p.m. on Thursday, August 10, 2023**.

B. CITY AND DOWNTOWN OVERVIEW

The City (population approximately 60,700) is located in the eastern portion of San Diego County’s urbanized area, approximately nine miles east of downtown San Diego. The City encompasses approximately nine square miles of land and is 98 percent built out, with virtually no remaining large tracts of vacant, developable land. The City benefits from excellent transportation infrastructure with three major freeways (Interstate 8, State Route 94, and State Route 125) and two Metropolitan Transit Service (MTS) trolley lines (Green Line and Orange Line) bisecting the City. The City is also served by daily MTS bus/shuttle service.

The Specific Plan area consists of approximately 161 acres of land plus street right-of-way. This area extends from Interstate 8 south along Spring Street to Pasadena and Date Avenues. The Specific Plan area is roughly bounded on the east by the University Avenue – La Mesa Boulevard intersection and on the west by the University Avenue – La Mesa Boulevard intersection. The Project area encompasses Downtown Village commercial land uses, the Civic Center, surrounding residential neighborhoods including the Date Avenue Historical District, and a few larger commercial parcels north of University Avenue.

Land uses within the Project an Area have remained stable over the years and the City has made key infrastructure investments in the Project Area in an effort to support existing uses and encourage growth. Consistent with regional growth projections, the City expects a modest level of growth and development in this area and therefore, recognizes a need for a Specific Plan Update.

C. PROJECT DESCRIPTION

The City is inviting qualified consultants to submit proposals to assist with the Project. The Project will include an update to the Downtown Village Specific Plan, with accompanying environmental documentation and technical studies in accordance with California Government Code Sections 65450 – 65457 and the requirements of CEQA. In addition, the updated Specific Plan will need to be consistent with the 2012 General Plan and adopted regional plans of the San Diego Association of Governments (SANDAG), including the Regional Comprehensive Plan, Sustainable Communities Strategy, and Regional Transportation Plan. The Project will be an in-depth, transparent public process involving community workshops and public hearings.

Since adoption in 1990, many changes have occurred in the City, region, State, and beyond, resulting in the need to update the Specific Plan. The updated Downtown Village Specific Plan will facilitate new commercial revitalization, mixed use development, and serve as a blueprint for future growth and development. The key goals of the Project are to emphasize commercial revitalization, retain and enhance residential uses, promote mixed use development, and improve the usability of the Specific Plan. The Project will update the Downtown Village Specific Plan to plan for new population growth, new housing opportunities, and new jobs consistent with SANDAG's regional growth forecast for La Mesa in a manner that preserves single-family neighborhoods and ensures that downtown remains a focal point for community traditions. The revised Downtown Village Specific Plan will address regulatory and legislative changes as well as provide updated policy direction and detailed objective design guidelines, development regulations, and implementation measures for Downtown La Mesa, consistent with the vision and goals established by the 2012 General Plan and the City's Strategic Goals, including sustainability, complete streets, and wellness.

D. PROJECT BUDGET

The cost proposal shall be for all tasks as detailed in the Scope of Work. The total budget available for this project is \$300,000.

E. BACKGROUND INFORMATION

The project scope requires evaluation and incorporation of goals, policies, and vision from various City documents and other agency documents that address challenges and opportunities within the City. These documents are listed below.

Document Title	Status	Hyperlink
La Mesa Downtown Village Specific Plan	Adopted 1990	https://www.cityoflamesa.us/DocumentCenter/View/1172/Downtown-Village-Specific-Plan?bidId=
La Mesa Village Parking Garage Feasibility Study (Keyser Marston Associates 2011)	Conducted 2011	https://www.cityoflamesa.us/828/Parking-Permit-Program
City Of La Mesa Bicycle Facilities and Alternative Transportation Plan	Adopted 2012	https://www.cityoflamesa.us/DocumentCenter/View/2477/Bicycle-Facilities-Final-Report-LaMesa_OPT_LowRes?bidId=
City of La Mesa General Plan	Adopted 2012	https://www.cityoflamesa.us/DocumentCenter/View/2477/Bicycle-Facilities-Final-Report-LaMesa_OPT_LowRes?bidId=
2021-2029 Housing Element	Adopted by City Council 2023, pending HCD approval	https://www.cityoflamesa.us/1656/Housing-Element-Update
Climate Action Plan	Adopted 2018; update underway	https://www.cityoflamesa.us/1488/Climate-Action-Plan
La Mesa Civic Center Feasibility Study	Conducted 2016	https://www.cityoflamesa.us/DocumentCenter/View/8948/Civic-Center-Feasibility-Study-PDF?bidId=
Temporary Outdoor Display or Service Regulations	Adopted 2020	https://www.cityoflamesa.us/DocumentCenter/View/16285/Temporary-Outdoor-Display-or-Service-Regulations
Temporary Outdoor Dining Regulations	Adopted 2020	https://www.cityoflamesa.us/DocumentCenter/View/16257/Temporary-Outdoor-Dining-Regulations

La Mesa Zoning Ordinance (La Mesa Municipal Code Title 24)		https://library.municode.com/ca/la_mesa/codes/code_of_ordinances?nodeId=TIT24ZO
2012 City of La Mesa Parks Master Plan	Adopted 2012; update underway	https://www.cityoflamesa.us/DocumentCenter/View/2496/La-Mesa-Parks-Master-Plan-2012-optimized?bidId=
Targets for Action: Strategic Directions and Five-Year-Goals	Reaffirmed 2021; City Strategic Plan is in development	https://www.cityoflamesa.us/533/Targets-for-Action
2021-2026 Homeless Action Plan	Adopted 2021	https://www.cityoflamesa.us/DocumentCenter/View/17134/Homeless-Action-Plan?bidId=
Downtown Village Streetscape Improvement Project	Completed 2015	https://www.cityoflamesa.us/885/Downtown-Village-Streetscape-Project
Vision Zero CIP Projects		https://www.cityoflamesa.us/DocumentCenter/View/17755/Vision-Zero---CIP?bidId=
SANDAG Documents Regional Plan	2021 Plan; 2025 being developed	https://www.sandag.org/regional-plan
Kumeyaay Corridor Comprehensive Multimodal Corridor Plan	Currently in development; SANDAG and Caltrans District 11 Project	https://sandag.mysocialpinpoint.com/kumeyaaycorridor

SECTION 2

SCOPE OF WORK

A. SCOPE OF WORK

The City is seeking services related to land use and development regulations, urban design, infrastructure, public services, public outreach, and environmental review to prepare and adopt an update to the La Mesa Downtown Specific Plan. The consultant shall assemble a team of experts to prepare, manage, and document a rigorous, transparent, and efficient planning process that produces a regulatory plan that effectively guides development, land uses, and environmental conditions within the planning area through 2035. The consultant shall work closely with City staff and maintain consistent and open communication throughout the planning process.

Under the direction of the Director of Community Development, the selected consultant will provide the following services, which include the provision of policy, program, and project options for consideration and recommendations in the following areas:

Document Review. The consultant shall review the documents referenced in the Background Information and provide an analysis regarding how to incorporate these documents into the update and provide strategic recommendations to update the Specific Plan regulations and policies and provide appropriate development standards to implement Specific Plan goals. The selected consultant shall also review plans by SANDAG and MTS to inform the development of the Downtown Village Specific Plan update.

Economic and Feasibility Analysis. The consultant shall conduct an Economic and Feasibility Analysis to evaluate the retail mix and land uses within the Downtown Village Specific Plan area with respect to competition, opportunities, and constraints within the context of the broader San Diego economic market. The analysis shall include a market gap analysis and evaluate opportunities and constraints associated with mixed use development and potential future housing opportunities, including how additional infill housing would be accommodated in light of the State's transit-oriented development housing policies.

Land Use Analysis. The consultant shall prepare a Land Use Analysis that includes evaluation of current Downtown Village Specific Plan provisions related to permitted and conditionally permitted land uses, resident, and visitor-serving uses for potential modification and a holistic review of the existing land uses in the Specific Plan Area. Recommendations regarding land use, zoning regulation, and development standards to enhance the Specific Plan's potential to accommodate future retail and housing opportunities, including mixed-use opportunities, shall be provided. Recommendations for housing shall address housing type, occupancy, tenure, affordability, and parking requirements.

Outdoor Uses. The consultant shall develop recommendations for Outdoor Use Amendments that create more flexibility for businesses wishing to activate their private outdoor spaces, such as the creation of temporary and permanent sidewalk cafés and developing rooftop amenity uses. The amendments should include regulatory procedures and evaluation criteria to establish a streamlined review process, while maintaining a uniform aesthetic and adhering to ADA and public safety standards.

Design Standards. The consultant shall update the existing design guidelines and prepare Objective Design Standards for the Downtown Village Specific Plan. As a part of the update, the consultant shall conduct an urban design, height and massing analysis accompanied by narratives, graphics, diagrams, tables, illustrations and fly-throughs to clearly communicate recommended design and planning features to support the vision and goals of the Downtown Village Specific Plan and Design Standards. The Design Standards shall provide clear policy direction related to building architecture, building height, building color, temporary and permanent signage, vehicle and bicycle storage facilities, landscaping, lighting, and outdoor retail displays. The Downtown Village Specific Plan shall specifically call out landscape criteria such as street trees, lighting, and furnishings to enhance the area and unify the unique character of the area. The design standards shall include images of existing approved projects to depict real examples of the ideas behind the design standards.

Downtown Parking Analysis. The Specific Plan Update shall establish a roadmap for addressing parking needs to support smart growth. The consultant shall prepare an updated Downtown Parking Analysis that considers potential future intensification of commercial, mixed use, or residential uses in the Civic Center and the Downtown Village Areas. To inform the updated analysis, the consultant shall review the recommendations of the La Mesa Village Parking Garage Feasibility Study (prepared by Keyser Marston Associates, August 23, 2011) including the establishment of a parking in-lieu fee. The updated parking analysis shall evaluate siting options for a parking structure to serve both the Civic Center Campus and the downtown area; the parking analysis shall include a scenario that evaluates total available parking in the downtown area with the parking structure. The parking analysis shall also evaluate decoupling parking from uses and provide parking solutions for the potential intensification of use and/or increase in building floor area in the downtown; evaluate and update parking standards applicable to the downtown to consider recommendations related to public transit opportunities, including the nearby trolley station; and provide recommendations related to pedestrian circulation, as well as bicycle and vehicular mobility.

Streetscape, Circulation and Transit. The consultant shall provide recommendations related to streetscape improvements, pedestrian circulation, bicycle and vehicular mobility, and increasing use of, and improving access to, public transit. Recommendations shall complement the City's Bicycle Facilities and Alternative Transportation Plan, Complete Streets Plan, and Vision Zero efforts.

Downtown Village Branding. The consultant shall evaluate the downtown area and provide recommendations with regard to unique identification (branding) of the downtown district to incorporate a planned District Sign, banners, wayfinding signs, business identification signs, and additional physical design elements that distinguish the Downtown Village from other parts of the community and also create a uniform appearance throughout the downtown area. The recommendations shall include projects to improve the visual attractiveness of Downtown Village Specific Plan public areas, particularly projects that would improve the quality of the pedestrian and bicyclist experience.

Civic Center. The Specific Plan Update shall address the City's future development of the Civic Center, including a parking structure on the Civic Center campus (see Downtown Parking Analysis). The Specific Plan shall provide a broad direction for use of the site. Detailed plans are not expected.

Improve Usability of the Specific Plan. The Specific Plan Update shall reformat, reorganize, and streamline the content of the current Downtown Village Specific Plan to eliminate redundancy and provide clear guidance to staff, property owners, and developers. The new format will condense, consolidate, and/or replace text with easy to read tables, graphs, diagrams, and illustrations when appropriate. The Specific Plan Update shall streamline the development review and CEQA review processes to the extent possible to reduce the timeframe for discretionary reviews and provide more certainty to the development community.

Specific Plan Update. The consultant shall develop an updated Downtown Village Specific Plan utilizing the analyses and recommendations from the scope of work that provides a future vision for the Specific Plan Area, makes excellent use of graphics, removes redundant references, incorporates streamlined language, and reduces the overall ambiguity present in the current document. The consultant shall prepare all text, maps, graphics, references, formatting, binding, covers and table of contents for the Specific Plan Update.

Environmental Review. The consultant shall prepare an Initial Study based on Appendix G of the CEQA Guidelines to determine the level of CEQA review and associated technical analyses required for the proposed Project. The consultant shall then prepare the necessary documentation as part of the Specific Plan update process. To the extent practicable, the CEQA process for the Specific Plan shall streamline CEQA review processes for future development projects, including the Civic Center campus, within the Specific Plan Area through tiering or other means.

Public Outreach. Input for the Specific Plan Update shall be sought throughout the planning process. The consultant shall prepare and implement an outreach plan to seek focused input from City staff and City Board and Commissions who are tasked with implementing the Specific Plan. Additionally, the consultant shall develop and execute a public participation plan that will include outreach to, but not limited to, residents, property owners, the La Mesa Village Association, developers, building professionals, and other

members of the community. The City will provide meeting space and logistics for community planning workshops and any other outreach efforts. The consultant shall organize broad-based community outreach efforts to include a range of key age and interest groups, including the La Mesa Village Association, to identify meeting locations and to provide innovative methods to contact community groups. Public outreach might include stakeholder interviews, planning and facilitation of a one or two-day design charette, web and social media management and presence on the City website, presentations at locations such as churches, the La Mesa Farmers' Market, baseball fields, high school, homeowners' associations, and the preparation of specially formatted publications.

B. PROJECT DELIVERABLES:

PROJECT MANAGEMENT

1. Materials shall be delivered electronically in Microsoft Office and PDF formats. Graphics shall be prepared in a graphics file format that is editable by the City. All land use maps shall be submitted in GIS compatible digital format shape files. All files submitted will become the property of the City upon completion of the project.
2. A timeline schedule for the public participation program and preparation of all tasks outlined in the Project Scope, including staff review, and Planning Commission and City Council review.
3. Bi-weekly e-mail progress reports and memos at various Project stages to staff, and as updates to the City website and social media to communicate updates.
4. Progress meetings with staff at least once per month throughout the Project.
5. Presentation of draft and final materials, including but not limited to staff reports and presentations, to the Design Review Board, Planning Commission, and City Council at public meetings, as requested by staff.
6. Public meeting reports, presentations, and other materials; miscellaneous letters; and memos as required by City staff, in paper and electronic formats.

DOCUMENTS AND ANALYSES

7. Economic and Feasibility Analysis
8. Land Use Analysis
9. Outdoor Use Amendment Recommendations
10. Objective Design Standards

11. Downtown Parking Analysis
12. Streetscape, Circulation and Transit Recommendations
13. Downtown Branding Recommendations
14. Updated Downtown Village Specific Plan and CEQA document: Up to two administrative draft specific plan updates and the applicable environmental assessment document and related technical studies shall be provided for City review. The consultant shall then incorporate City comments into a final specific plan update, environmental assessment document and related technical studies.
15. An illustrative urban design plan, including visuals and 3-D massing and scale, to compliment and contribute to understanding the Downtown Village Specific Plan, in a form and format to be determined.

PUBLIC PARTICIPATION AND OUTREACH

16. A comprehensive public participation program to include, at a minimum, one “kick-off” meeting with staff, one meeting with the Design Review Board, up to five Planning Commission workshops, a one-day or two-day design charette and up to three City Council Public Hearings, prior to preparing the recommendations and responses to the tasks outlined in the scope of work. Provide a report on the results of the program when concluded.
17. A stakeholder outreach plan to solicit focused input from the Planning Commission, Design Review Board, Historic Preservation Commission, City development staff, and stakeholders. Provide a report on the results of the program when concluded.

C. CONTRACT MODIFICATION

From time to time minor modifications may be required to the Scope of Work. Permanent modifications to the Scope of Work will be provided to the contractor in writing. In the event such modifications, in the opinion of the Contractor, make compliance with contract conditions impractical, Contractor shall submit a written request for modification to the requirements in the Scope of Work. This request shall set forth in detail the reasons why the specified changes make the Scope of Work impractical and include Contractor’s proposal or recommendation to relieve the impracticality.

SECTION 3

QUALIFICATIONS AND REQUIREMENTS

A. QUALIFICATIONS AND EXPERIENCE

The City is seeking a consultant (a firm or a team) with a resume of extensive, successful experience in the preparation of planning documents, particularly specific plan updates for small and/or medium-sized cities. The resume should also include examples of defensible environmental assessments for similar projects in urbanized cities in California.

The consultant must have demonstrable experience working with city planners and engineers. The consultant must have experience and expertise with the formulation and facilitation of public outreach programs including participation in public workshops, outreach surveys, public hearings, and briefings before the Governing Board, commissions, and agency staff. The consultant should offer mapping and graphics compatible with the City's GIS software. The consultant should offer visual simulation capabilities to assist with the planning and public outreach processes.

B. LICENSE/SPECIAL INSURANCE/OTHER REQUIREMENTS

All submittals must include evidence of required insurance, as per the limits stated in the attached Sample Draft Agreement – City of La Mesa Professional Services Agreement. A certificate of insurance will suffice for the submittal. The selected consultant will be expected to provide the required insurance and accompanying endorsement(s) naming the “City of La Mesa, its elected officials, officers, officials, employees, agents, and volunteers” as additionally insureds within ten (10) days of executing an agreement with the City.

SECTION 4

SUBMITTAL INSTRUCTIONS

A. SUBMISSIONS DUE

Please submit proposals online in the form of scanned documents through PlanetBids. **Only submissions made through the online system will be accepted.**

All proposals are due no later than by **5:00 p.m. on Thursday, August 10, 2023**. Proposals received after the deadline will not be considered.

B. REQUIRED COMPONENTS

Your proposal must be complete for consideration and should include the following documents:

1. Letter of Interest and Contact Information: Provide a letter of interest that includes the name and contact information for the project manager [1 page maximum].
2. Executive Summary: Brief summary explaining the consultant's overall understanding of the Project and the likely approach the consultant will apply to ensure delivery of a quality, defensible work product on time and within budget [2 pages maximum].
3. Listing of Key Personnel: Listing of and resumes for key personnel for the consultant firm and any subconsultant firms teaming with the primary consultant [10 pages maximum].
4. Project Approach: Describe the manner and methods you will use to manage and facilitate the work. This should include a discussion on how you will accomplish each project deliverable outlined in the Scope of Work [10 pages maximum].
5. Statement of Qualifications and Experience: Listing and description of the consultant's (and subconsultant's, if applicable) most relevant project experience and how it relates to and will benefit the City's objectives. Please include experience conducting community engagement for a specific plan, if applicable. All project experience summaries should include client contact information, dates of work performed and should be attributable to staff still employed at the consultant's firm. Summaries should clearly identify the ultimate outcome of the project [10 pages maximum].
6. Client References: Consultant's preferred list of at least three client references, including name, title, and contact information [3 pages maximum].

7. Time Schedule: Include a time schedule for the completion of all tasks in the scope of work. The desired overall time frame for the entire specific plan update process is 18 – 24 months [3 pages maximum].
8. Cost Proposal: The cost proposal shall be for all tasks as detailed in the Scope of Work [2 pages maximum].

A Proposal Packet (Section 6) has been included for your use. If you choose to provide your own forms you must include all information listed.

SECTION 5

EVALUATION CRITERIA AND KEY CONSIDERATIONS

A. QUALIFICATION EVALUATION PROCESS

Proposals will be evaluated by a panel of City staff. The City will use the following criteria for evaluation:

25%	Project Approach
25%	Statement of Qualifications
15%	Client References
10%	Cost Proposal
25%	Interviews

B. SCHEDULE FOR THE RFP

RFP distributed	6/22/2023
Responses to RFP due	8/10/2023
Committee review complete	8/17/2023
Interviews (week of)	8/21/2023
Selection of company	9/12/2023
Tentative agreement date	9/13/2023

C. QUESTIONS AND ANSWERS

Questions related to this RFP must be submitted through the PlanetBids system and will only be accepted through **1:00 p.m. on Thursday, July 20, 2023.**

D. REVISIONS TO THE RFP

The City reserves the right to revise the RFP prior to the date that proposals are due. Revisions to the RFP shall be communicated via PlanetBids vendor and bid management system to all prospective businesses. The City reserves the right to extend the date by which the submittals are due.

E. DISCRETION AND LIABILITY WAIVER

The City reserves the right to exercise discretion and apply its judgment with respect to any qualifications submitted.

The City reserves the right to reject any or all submittals, either in part or in their entirety, or to request and obtain, from one or more of the businesses submitting, supplementary information as may be necessary for City staff to analyze the qualifications pursuant to the contractor selection criteria contained herein.

The City may require contractors to participate in additional rounds of discussions, negotiations, or more refined submittals before the ultimate selection of a contractor is made. These rounds could encompass revisions of the submittal criteria in response to the nature and scope of the initial qualifications.

The contractor, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a submission pursuant to this RFP, or to procure or contract for work. The company shall be responsible for all costs associated with preparation of their submission to the City.

Any and all materials submitted in response to this RFP become the property of the City. Consequently, any and all information contained in such materials shall be subject to disclosure pursuant to the California Public Records Act.

The City reserves the right to cancel or modify in part or in its entirety this RFP including, but not limited to: selection procedures, submittal date, and submittal requirements. If the City cancels or revises the RFP, all companies will be notified via PlanetBids.

F. CITY'S STANDARD GENERAL SERVICES AGREEMENT

The successful company is expected to execute the City's standard general services agreement (copy attached) as is with minor modifications as required to customize the agreement to the specific services. Successful companies shall comply with all insurance and licensing requirements as set forth in the standard agreement.

G. OTHER PUBLIC AGENCIES

Other public agencies may piggyback on this RFP or the executed agreement from this RFP award in order to enter into contracts with the successful company for any and all services specified within.

SECTION 6

PROPOSAL PACKET, RFP 24-06

**DOWNTOWN VILLAGE SPECIFIC PLAN UPDATE,
ENVIRONMENTAL ASSESSMENT
AND RELATED TECHNICAL STUDIES**

INFORMATION STATEMENT

Legal Name of Organization:

Date Established:

Legal Status, i.e., corporation, partnership, sole proprietorship

Officers/Owners of Organization:

Name: Title:

Name: Title:

Name: Title:

Name: Title:

Number of Employees: Permanent – Full Time: _____ Part Time: _____

Business Address:

Contact Information:

Organization Bank Name:

Branch:

Address:

Contact Name:

The City of La Mesa reserves the right to perform a credit check on your organization to obtain information regarding your organization's financial stability.

Are you or your organization currently engaged or involved in any litigation over the proprietary rights or patent rights for the software or services to be used for the City of La Mesa? _____ If yes, please attach explanation.

LETTER OF INTEREST

EXECUTIVE SUMMARY

LISTING OF KEY PERSONNEL

PROJECT APPROACH

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

TIME SCHEDULE

COST PROPOSAL

CONTRACT EXPERIENCE – REFERENCES

(List most recent experience first and specifically include any government agency experience – List any additional on separate sheet)

Company Name	
Address	
City	
State	
Zip	
Phone	
Fax	
Email	
Principal	
Contact Name	
Contact Phone	

Company Name	
Address	
City	
State	
Zip	
Phone	
Fax	
Email	
Principal	
Contact Name	
Contact Phone	

Company Name	
Address	
City	
State	
Zip	
Phone	
Fax	
Email	
Principal	
Contact Name	
Contact Phone	

SAMPLE DRAFT AGREEMENT

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF LA MESA AND
// NAME OF FIRM
FOR // NAME OF PROJECT

This Agreement is entered into by City of La Mesa as of this ___ day of _____, 20___, by and between the City of La Mesa, a municipal corporation, hereinafter referred to as "the City", and // Business Name, hereinafter referred to as "Consultant."

WITNESSETH THAT:

WHEREAS, the City has adopted Resolution No. _____;

WHEREAS, the City has need for professional services to //perform services and is willing to compensate Consultant for such services;

WHEREAS, the City desires to engage Consultant to render certain technical and professional services in the providing of said professional services; and

WHEREAS, Consultant is qualified to provide said professional services for //service.

NOW THEREFORE, the parties do mutually agree as follows:

SECTION 1: ENGAGEMENT OF CONSULTANT

The City hereby agrees to engage Consultant and Consultant hereby agrees to perform the services set forth in this Agreement. This Agreement shall be for an initial term until the completion of the Project.

SECTION 2: SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall commence performance of the Project upon execution of this Agreement by both parties. The term "Project" as used in this Agreement shall include all of the tasks and items listed and described in Exhibit "A", attached hereto and incorporated herein as part of this Agreement.

SECTION 3: KEY PROJECT PERSONNEL

Consultant agrees to provide the services of /names/titles of Consultants respectively for the full term of this contract. No substitutions will be made without prior written approval by the City. The City reserves the right to request specific qualifications for personnel substituted under this section.

SECTION 4: CONSULTANTS

Consultant will utilize the services of the following sub-Consultants during the course of this study:

// Name/Business Name or None or n/a

Payment for such services shall be the responsibility of the Consultant. No substitution of proposed sub-Consultants shall be made without prior written approval by the City.

SECTION 5: CITY REPRESENTATION

The //Department Head for the City of La Mesa, or its designated representative, shall represent the City in all matters pertaining to the services rendered pursuant to this Agreement and shall administer said Agreement on behalf of the City. This person shall hereinafter be referred to as the "City's Representative."

SECTION 6: RESPONSIBILITIES OF THE CITY

The City will provide the Consultant, or cause to be provided with, the following documents, services and site information, at no charge to the Consultant.

- A. //
- B. //

SECTION 7: PERFORMANCE SCHEDULE

Both Consultant and the City recognize that time is of the essence in the completion of this work and the following schedule is dependent upon timely actions by the Consultant and the City. Accordingly, the Consultant shall complete all of the work outlined in Exhibit "A" and described in this Agreement in accordance with the following schedule:

<u>TASK</u>	<u>TARGET DATE</u>
A. //	//
B. //	//
C. //	//

The Consultant shall not be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or failure of City to furnish timely information or to approve or disapprove Consultant's work promptly, or delay or faulty performance by City, or governmental agencies.

SECTION 8: COMPENSATION TO CONSULTANT

Final payment of fees shall be upon delivery of approved final documents. Progress payments shall be made based upon evidence that the work is progressing satisfactorily as determined by the City's Project Manager and substantiated with detailed invoices. The amount to be billed shall be based on the Consultant schedule of fees for professional services and the actual time required for each activity. The schedule of fees and estimated time for the project are as shown in Exhibit "A" attached hereto and incorporated herein as part of this Agreement.

The total fee for professional services shall be billed on a time-and-material basis with a total amount not to exceed // thousand, / hundred // (\$//,///) Dollars as described on page // of Exhibit "A".

SECTION 9: RECORDS

Consultant shall maintain adequate records to permit inspection audit of Consultant's time-and-material charges under this Agreement. Consultant shall make such records available to the City and to other public agencies responsible for approval, funding or auditing the project, during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records and they will be available only to the City or to public agencies involved with approval, funding or audit functions. Such records shall be maintained by the Consultant for three (3) years following completion of the work under this Agreement.

SECTION 10: METHOD OF COMPENSATION

The City shall compensate Consultant for the services performed hereunder on a monthly basis within thirty (30) calendar days of receipt of Consultant's invoice for the services performed. The Consultant shall provide documentation regarding time-and-material charges sufficient to meet normal auditing practice. Copies of the invoices for materials in excess of \$500 and sub-Consultant charges shall be submitted with the request for periodic payment.

The City shall promptly review invoicing and notify Consultant of any objection thereto in writing within fifteen (15) days of receipt of the invoice; absent such objection the invoice shall be deemed proper and acceptable.

In the event that any undisputed invoice is not paid within thirty (30) calendar days after receipt of the invoice by the City, it shall commence bearing interest on the date that the invoice was rendered at the rate of 1% per month and the City agrees to pay all accrued interest, together with the charges for services rendered.

SECTION 11: ITEMS TO BE DELIVERED TO CITY

The following items shall be delivered by the Consultant to the City of La Mesa:

<u>QUANTITY</u>	<u>TARGET DATE</u>
A. //	//
B. //	//
C. //	//

SECTION 12: DESIGN CHANGES OR REVISIONS

No design changes or revisions will be required and no payment therefor will be made except pursuant to the provisions of this Agreement. No extra compensation shall be paid the Consultant for revisions required by reason of omissions or errors by the Consultant in the preparation of the original document, plans, working drawings, or specifications. Changes to the scope of this Agreement shall be negotiated prior to commencement of extra work.

SECTION 13: ADDITIONAL SERVICES OUTSIDE SCOPE

Only after written authorization from the City, additional services that Consultant could provide, or cause to be provided, include the following:

- A. Additional work related to the Project but not included in the Scope of Work.
- B. Additional work caused by changes unrelated to the Scope of Work described herein.

Consultant will be compensated for Consultant time and direct personnel expenses as approved by the City. Payment for such additional services shall include Consultant's time at the rates shown on Exhibit "A".

SECTION 14: HOLD HARMLESS

Indemnity for Professional Services. To the furthest extent allowed by law, Consultant shall indemnify, hold harmless and defend City and each of its elected officials, officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of professional services under this Agreement.

Other Indemnities. Other than in the performance of professional services, and to the fullest extent allowed by law, Consultant shall indemnify, hold harmless and defend City and each of its elected officials, officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Consultant's obligations under the preceding sentence shall apply regardless of whether City or any of its elected officials, officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City, or any of its elected officials, officers, officials, employees, agents or volunteers.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subconsultant to indemnify, hold harmless and defend City and each of its elected officials, officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraphs.

This section shall survive termination or expiration of this Agreement.

SECTION 15: INSURANCE

Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A:VII" in Best's Insurance Rating Guide, or (ii) authorized by the City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

- (i) **COMMERCIAL GENERAL LIABILITY** insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than the following:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
- (ii) **COMMERCIAL AUTOMOBILE LIABILITY** insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01 covering, Code 1 (any auto), or if Consultant has no owned

autos, Code 8 (hired) and 9 (non-owned), with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

- (iii) WORKERS' COMPENSATION insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (iv) PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to Consultant's profession, with limits of liability of \$2,000,000 per claim/occurrence and \$2,000,000 policy aggregate.

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Should Consultant maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Consultant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its elected officials, officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its elected officials, officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Consultant's insurance shall be primary and no contribution shall be required of City, its elected officials, officers, officials, employees, agents and volunteers. The coverage shall contain no

special limitations on the scope of protection afforded to City, its elected officials, officers, officials, employees, agents or volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its elected officials, officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made coverage form:

- (i) The retroactive date must be shown, and must be before the effective date of this Agreement or the commencement of work by Consultant.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the work or termination of the Agreement, whichever first occurs.
- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, or work commencement date, Consultant must purchase extended reporting period coverage for a minimum of 5 years after completion of the work or termination of the Agreement, whichever first occurs.
- (iv) A copy of the claims reporting requirements must be submitted to City for review.
- (v) These requirements shall survive expiration or termination of the Agreement.

Consultant shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received by City and approved by City Manager or his/her designee prior to City's execution of the Agreement and before work commences.** Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

If at any time during the life of this Agreement or any extension, Consultant or any of its sub-consultants fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Consultant of its responsibilities under this Agreement.

The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its elected officials, officers, officials, employees, agents and volunteers shall apply to all claims and 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 Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, employees, agents, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, or anyone employed directly or indirectly by any of them.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each sub-consultant to provide insurance protection in favor of City, its elected officials, officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the sub-consultants' certificates and endorsements shall be on file with Consultant and City prior to the commencement of any work by the sub-consultant.

SECTION 16: OWNERSHIP OF WORK

All finished or unfinished documents, studies, reports, computer files and materials prepared by Consultant and sub-consultants under this Agreement shall be considered the property of the City and will be turned over to the City upon demand, but in any event, upon completion of the Project. The Consultant shall be allowed to retain copies of documents for his permanent records, if desired.

//The City and the Consultant will agree to keep trade/business information of the //site of service// confidential and will enter into an agreement with //name of site// to protect this confidentiality.

SECTION 17: ASSIGNABILITY

Consultant shall not assign, delegate, or transfer this Agreement or any work hereunder, nor assign any monies due or to become due hereunder, except as expressly stated herein. In no event shall any contractual relation be created between any third party and the City without prior written consent of the City. A consent to one assignment shall not be deemed to be consent to any subsequent assignment.

SECTION 18: INTEGRATION; AMENDMENTS

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements, expressed or implied, oral or written, except as set forth herein. This Agreement may be amended upon written mutual consent of both parties hereto. Amendment requiring changes in compensation shall be subject to the City's change order procedures.

SECTION 19: NOTICES

Notices and requests to the City or Consultant shall be delivered at the following addresses, either served personally on the designated representative or by U.S. Postal Service at the following addresses:

City:

Title of Contact
City of La Mesa
8130 Allison Avenue
La Mesa, CA 91942
(619) 667-////
FAX (619) ///-////

Consultant:

Title of Contact
Name of Firm
Address
City, State Zip
(///) ///-////
FAX (///) ///-////

SECTION 20: DISPUTE RESOLUTION

The City shall require that all Consultants agree to submit any unresolved claims, counterclaims, disputes, controversies and other matters between them and the City or the Consultant and/or any sub-Consultants of any tier arising out of or relating to their agreement with the City or the breach thereof (“disputes”) first to mediation and then if not resolved, to non-binding arbitration prior to initiating suit or judicial proceeding.

If applicable – As provided in Public Contract Code section 9204, any claim filed by the Consultant on a public works project shall be reviewed by the City with 45 days and a written statement will be provided to the Consultant identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City and the Consultant may, by mutual agreement, extend the time period or it may be extended to allow City Council approval. The Consultant shall include reasonable documentation to support the claim. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement.

SECTION 21: TERMINATION OF AGREEMENT FOR CAUSE OR CONVENIENCE

If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement immediately by giving written notice to the Consultant of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

In addition to termination for cause, the City may terminate this Agreement for City’s convenience upon not less than fifteen (15) days written notice to Consultant. Upon receipt of said notice, the

Consultant shall immediately cease all work under this Agreement unless said notice provides otherwise. If this Agreement is terminated as provided in this paragraph for City's convenience, the Consultant shall be required to provide to City all finished or unfinished documents, data, studies, services, etc., prepared by the Consultant as may be requested by City and such work shall become City's property upon payment to Consultant for the value of the work performed, less payments of compensation previously made.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

SECTION 22: BUSINESS LICENSE

The Consultant, including all sub-Consultants, shall obtain a business license for work within the City of La Mesa pursuant to La Mesa Municipal Code Sections 6.08.010 through 6.08.240.

No payments shall be made to any Consultant until such business license has been obtained, and all fees paid therefor, by the Consultant and all sub-Consultants. Business license applications and information may be obtained from the Finance Department, City Hall, 8130 Allison Avenue, La Mesa, CA 91942-5502, (619) 667-1118 or online at cityoflamesa.us/buslic.

SECTION 23: INTEREST OF MEMBERS OF THE CITY

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

SECTION 24: INTEREST OF CONSULTANT AND EMPLOYEES; STATEMENT OF ECONOMIC INTERESTS

The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed. City may require Consultant to complete and submit a Form 700, Statement of Economic Interests, in accordance with applicable law, to City Clerk.

SECTION 25: FACILITIES AND EQUIPMENT

Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

SECTION 26: INDEPENDENT CONSULTANT

At all times during the term of this Agreement, Consultant shall be an independent Consultant and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

SECTION 27: PERS ELIGIBILITY INDEMNIFICATION

In the event that Consultant's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contributions to be paid by City for employer contributions and/or employee contributions for PERS benefits.

SECTION 28: TIME

Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.

SECTION 29: CONSULTANT NOT AGENT

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

SECTION 30: NON-DISCLOSURE

The designs, plans, reports, investigations, materials and documents prepared or acquired by the Consultant pursuant to this Agreement (including any duplicate copies kept by the Consultant) shall not be shown to any other public or private person or entity, except as authorized by the City. The Consultant shall not disclose to any other public or private person or entity any information regarding the activities of the City except as authorized by the City.

SECTION 31: SUBCONTRACTING

None of the services covered by the Agreement shall be subcontracted without the prior consent of the City. The Consultant shall be as fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Agreement.

SECTION 32: CHANGES

The City may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant shall be incorporated to this Contract.

SECTION 33: JOB SITE SAFETY

The general or prime Consultant who is responsible for means, methods and procedures of the project shall be responsible for job site safety.

The prime Consultant and all sub-Consultants of all tiers shall:

- A. Be responsible for the safety of their respective employees as required by law.
- B. Come under the jurisdiction and supervision of the general or prime Consultant's job site safety program.
- C. Exercise reasonable care to avoid risk of injury to others as required by the professional standard of care.

SECTION 34: PREVAILING WAGES FOR PUBLIC WORKS PROJECTS– IF APPLICABLE

- A. No professional Consultant or sub-Consultant subject to the requirements of State of California's prevailing wages may be awarded a contract, or contracted with, for a public works project (submitted on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- B. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SECTION 35: CONFLICT BETWEEN AGREEMENT AND OTHER DOCUMENTS

In the event of a conflict between this Agreement and any documents incorporated by reference in this Agreement, the terms and conditions of this Agreement shall supersede those contained in any such document incorporated by reference.

SECTION 36: DATE OF AGREEMENT

The date of this Agreement shall be the date it shall have been signed by a duly authorized representative of City.

IN WITNESS WHEREOF, City and Consultant have executed the Agreement.

Name of Firm //

Date: _____

By: _____
name, title

CITY OF LA MESA,
A Municipal Corporation

Date: _____

By: _____
Mayor

Date: _____

Attest: _____
City Clerk

Date: _____

By: _____
City Manager or Department Head

Date: _____

By: _____
Department Head or Project Manager

APPROVED AS TO FORM

CITY ATTORNEY

Attachment: Exhibit A – Scope of Work and Fee Schedule