

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF LA MESA AND
KTUA FOR RECREATION AND PARK MASTER PLAN

This Agreement is entered into by City of La Mesa as of this ___ day of _____, 2022, by and between the City of La Mesa, a municipal corporation, hereinafter referred to as "the City", and KTUA, hereinafter referred to as "Contractor."

WITNESSETH THAT:

WHEREAS, the City has adopted Resolution No. _____;

WHEREAS, the City has need for professional services create a Citywide Recreation and Park Master Plan and is willing to compensate Contractor for such services;

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

WHEREAS, Contractor is qualified to provide said professional services to create a recreation and park master plan.

NOW THEREFORE, the parties do mutually agree as follows:

SECTION 1: ENGAGEMENT OF CONTRACTOR

The City hereby agrees to engage Contractor and Contractor hereby agrees to perform the services set forth in this Agreement. This Agreement shall be for an initial term from the execution date of the Agreement through month day, year and may be renewed for an additional four one-year terms by mutual written consent of both parties. The City Manager shall have sole and exclusive right to exercise any options contained in this agreement on behalf of the City.

SECTION 2: SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor 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

Contractor agrees to provide the services of the names/titles of contractors listed in Exhibit A 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: CONTRACTORS

Contractor will utilize the services of the following sub-contractors during the course of this study:

Matrix Consulting Group and Baranek Consulting Group

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

SECTION 5: CITY REPRESENTATION

The Community Services Department Director 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 Contractor, or cause to be provided with, the following electronic documents and site information, at no charge to the Contractor.

- A. Zoning maps
- B. Existing master plans
- C. General plan
- D. GIS information

SECTION 7: PERFORMANCE SCHEDULE

Both Contractor 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 Contractor and the City. Accordingly, the Contractor 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>
Task 1. Project Kickoff	October 2022
Task 2. Site Visits	November 2022
Task 3. Public Input	January 2023
Task 4. Analysis	February 2023
Task 5. Analysis of Recreation Programs	January 2023
Task 6. Mapping and Baseline Data	February 2023
Task 7. Draft Master Plan Document	March 2023
Task 8. Review of Draft Master Plan	April 2023
Task 9. CEQA – Draft CEQA for Public Review	May 2023
Task 10. City Review	June 2023

Task 11. Finalize Master Plan
Task 12. Public Hearings
Task 13. Adoption of the Master Plan

July 2023
August 2023
August 2023

The Contractor 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 Contractor's work promptly, or delay or faulty performance by City, or governmental agencies.

SECTION 8: COMPENSATION TO CONTRACTOR

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 Contractor 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 Two Hundred, Forty-Eight Thousand (\$248,000) Dollars as described on page // of Exhibit "A".

SECTION 9: RECORDS

Contractor shall maintain adequate records to permit inspection audit of Contractor's time-and-material charges under this Agreement. Contractor 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 Contractor for three (3) years following completion of the work under this Agreement.

SECTION 10: METHOD OF COMPENSATION

The City shall compensate Contractor for the services performed hereunder on a monthly basis within thirty (30) calendar days of receipt of Contractor's invoice for the services performed. The Contractor 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-contractor charges shall be submitted with the request for periodic payment.

The City shall promptly review invoicing and notify Contractor 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 Contractor to the City of La Mesa:

Citywide Recreation and Parks Masterplan Document (digital and 20 hard copies) including all information from Tasks 1-13 listed in Section 7 above.

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 Contractor for revisions required by reason of omissions or errors by the Contractor 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 Contractor 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.

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

SECTION 14: INDEMNIFICATION AND HOLD HARMLESS

Indemnity for Professional Liability:

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Contractor (and its Subcontractors), are responsible for such damages, liabilities and costs on a

comparative basis of fault between the Contractor (and its Subcontractors) and the City in the performance of professional services under this agreement.

Indemnity for Other Than Professional Liability:

Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Contractor is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Contractor, except when caused by the active negligence or willful misconduct of the City.

If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and its members, board members, 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, Contractor 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) as may be authorized in writing 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) 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, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto), or if Contractor 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 EMPLOYERS' LIABILITY insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

(iv) PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) insurance appropriate to Contractor's profession, with limits of liability of not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor 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) Contractor 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, Contractor 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, Contractor 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 Contractor'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 form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Contractor.
2. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 5-year discovery period.
3. 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 the commencement of work by Contractor, Contractor must purchase extended reporting coverage for a minimum of 5 years following the expiration or termination of the Agreement.
4. These requirements shall survive expiration or termination of the Agreement.

Contractor 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.** However, failure to obtain the required documents prior to work beginning shall not waive the Contractor's obligation to provide them. Upon request of City, Contractor 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. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

If at any time during the life of this Agreement or any extension, Contractor or any of its subcontractors 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 Contractor 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 Contractor of its responsibilities under this Agreement.

The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, 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 Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, employees, agents, persons under the supervision of Contractor, vendors, suppliers, invitees, Contractors, sub-Contractors, or anyone employed directly or indirectly by any of them.

If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall require each subcontractor 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 subcontractors' certificates and endorsements shall be on file with Contractor and City prior to the commencement of any work by the subcontractor.

SECTION 16: OWNERSHIP OF WORK

All finished or unfinished documents, studies, reports, computer files and materials prepared by Contractor and subcontractors 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 Contractor shall be allowed to retain copies of documents for his permanent records, if desired.

SECTION 17: ASSIGNABILITY

Contractor 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: 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 Contractor 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:

Director of Community Services
4975 Memorial Drive
La Mesa, CA 91942
(619) 667.1308

Contractor:

Mike Singleton
KTUA
3916 Normal Street
San Diego, CA 92103
(619) 294-4477 ext. 134

SECTION 20: DISPUTE RESOLUTION

The City shall require that all Contractors agree to submit any unresolved claims, counterclaims, disputes, controversies and other matters between them and the City or the Contractor and/or any sub-contractors 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 Contractor on a public works project shall be reviewed by the City with 45 days and a written statement will be provided to the Contractor identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City and the Contractor may, by mutual agreement, extend the time period or it may be extended to allow City Council approval. The Contractor 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 Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Contractor 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 Contractor 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 Contractor under this Agreement shall, at the option of the City, become its property and the Contractor 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 Contractor. Upon receipt of said notice, the Contractor 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 Contractor shall be required to provide to City all finished or unfinished documents, data, studies, services, etc., prepared by the Contractor as may be requested by City and such work shall become City's property upon payment to Contractor for the value of the work performed, less payments of compensation previously made.

Notwithstanding the above, the Contractor 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 Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

SECTION 22: BUSINESS LICENSE

The Contractor, including all sub-contractors, 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 Contractor until such business license has been obtained, and all fees paid therefor, by the Contractor and all sub-contractors. 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 Contractor shall take appropriate steps to assure compliance.

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

The Contractor 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 Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. City may require Contractor to complete and submit a Form 700, Statement of Economic Interests, in accordance with applicable law, to City Clerk.

SECTION 25: FACILITIES AND EQUIPMENT

Contractor 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 CONTRACTOR

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

SECTION 27: PERS ELIGIBILITY INDEMNIFICATION

In the event that Contractor'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, Contractor 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, Contractor'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

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

SECTION 29: CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor 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 Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown to any other public or private person or entity, except as authorized by the City. The Contractor 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 Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, 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 Contractor 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 Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor shall be incorporated to this Contract.

SECTION 33: JOB SITE SAFETY

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

The prime contractor and all sub-contractors 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 contractor'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 Contractor or sub-Contractor 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 Contractor have executed the Agreement.

KTUA

Date: _____

By: _____
Mike Singleton, Principal

CITY OF LA MESA,
A Municipal Corporation

Date: _____

By: _____
Mark Arapostathis, Mayor

Date: _____

By: _____
Greg Humora, City Manager

Date: _____

By: _____
Susan Richardson, Community Services Director

APPROVED AS TO FORM

CITY ATTORNEY

Attachment: Exhibit A – Scope of Work and Fee Schedule

**CITY OF LA MESA
RECREATION & PARKS MASTER PLAN**

KTUA				Matrix			Baranek		Totals	
Whalen/ Singleton/L angdon	Jacob Leon	Alex Samarin	KTUA Staff	Alan Pennington	Khushboo Hussain	Matrix Staff	Kim Baranek	TBD		
Principal Planner	Project Manager	Assist PM/GIS	Park Planners	Senior Analyst	Senior Analyst	TBD	Principal Planner	Staff		
\$185	\$145	\$145	\$120	\$200	\$185	\$110	\$180	\$110	Hours	Labor

TASK 1 PROJECT KICKOFF AND MANAGEMENT												
1.1	Project kick-off meeting & site tour with City	4	4	4		2	2		6		22	\$3,750
1.2	Team progress meetings (12 virtual)	6	18								24	\$3,720
1.3	Existing document and policy review	1	4		4						9	\$1,245
1.4	Progress reports, scheduling, and project management	6	20	6							32	\$4,880
1.5	Quality control	12	8								20	\$3,380
Total Task 1 Hours:		29	54	10	4	2	2	0	6	0	107	
Total Task 1 Costs:		\$5,365	\$7,830	\$1,450	\$480	\$400	\$370	\$0	\$1,080	\$0		\$16,975

check \$16,975

TASK 2 SITE VISITS												
2.1	Park Inventory											
	Verify park conditions, sizes & amenities		4	4	16						24	\$3,080
	Identify private/non-profit/school facilities		2	2	2						6	\$820
	Identify, classify & inventory trails, greenways & other open space		2	6	6						14	\$1,880
2.2	Park Amenity Assessment											
	Summarize amenities based on age demographics	1	4		6						11	\$1,485
	Identify amenity standards based on population	1	4		6						11	\$1,485
	Summarize quantitative/qualitative ranking of amenities	1	4	4	6						15	\$2,065
2.3	Connectivity and Accessibility Inventory											
	Identify parkshed elements		1	4	8						13	\$1,685
	Inventory bike, ped, road, transit facilities		1	4	6						11	\$1,445
	Identify park entrances and trail access		1	2	4						7	\$915
	Prepare parkshed maps		1	12	12						25	\$3,325
	Create population tables		1	4	6						11	\$1,445
Total Task 2 Hours:		3	25	42	78	0	0	0	0	0	148	
Total Task 2 Costs:		\$555	\$3,625	\$6,090	\$9,360	\$0	\$0	\$0	\$0	\$0		\$19,630

check \$19,630

**CITY OF LA MESA
RECREATION & PARKS MASTER PLAN**

KTUA				Matrix			Baranek		Totals	
Whalen/ Singleton/ angdon	Jacob Leon	Alex Samarin	KTUA Staff	Alan Pennington	Khushboo Hussain	Matrix Staff	Kim Baranek	TBD		
Principal Planner	Project Manager	Assist PM/GIS	Park Planners	Senior Analyst	Senior Analyst	TBD	Principal Planner	Staff		
\$185	\$145	\$145	\$120	\$200	\$185	\$110	\$180	\$110	Hours	Labor

TASK 3 | PUBLIC INPUT

3.1	Create outreach plan for equitable input/bilingual strategies	1	4							5	\$765
3.2	Coordination with statistically-valid survey	1	4							5	\$765
3.3	Project publicity										
	Develop project branding		4		8					12	\$1,540
	Create project website and update monthly		2	6	12					20	\$2,600
	Identify incentives/motivation to attend meetings		1		4					5	\$625
	Prepare social media blasts		4		4					8	\$1,060
3.4	Community/Stakeholder Workshops										
	Focus Group/Stakeholder meetings (10 virtual meetings)	2	20	4	4	2	2			34	\$5,100
	Workshops 1 and 2: Vision, opps/constraints, exist. Conditions	8	12	6	12					38	\$5,530
	Workshop 3: Workshop 1 input summary & priorities	1	6	2	6					15	\$2,065
	Workshop 4: Master plan recommendations	1	6	2	6					15	\$2,065
Total Task 3 Hours:		14	63	20	56	2	2	0	0	0	157
Total Task 3 Costs:		\$2,590	\$9,135	\$2,900	\$6,720	\$400	\$370	\$0	\$0	\$0	\$22,115

check \$22,115

TASK 4 | ANALYSIS

4.1	Community Profile										
	Prepare most recent demographics & socio-economic data & maps		1	2	4					7	\$915
	Characterize future population projects and demographics		1	2	4					7	\$915
	Project ex. population into future population using growth areas		1	2	4					7	\$915
	Create population tables served by each city & non-profit asset		1	2	4					7	\$915
4.2	Comparative Analysis										
	Determine existing/future populations and growth areas		2		4					6	\$770
	Review NRPA/CAPRA benchmarks for trends		2		4					6	\$770
	Review facilities of similar cities and compare LOS		4		2					6	\$820
4.3	Park Resources Assessment										
	Prepare park classifications and city-wide maps		1	4	4					9	\$1,205
	Identify LOS acres and amenities for current/future parks		1	2	6					9	\$1,155
	Quantify existing park distribution gaps & park inequities		1	2	6					9	\$1,155
	Quantify future park distribution gaps & changes for equity		1	2	6					9	\$1,155
	Map current/future populations with gaps & strategies		1	4	4					9	\$1,205
Total Task 4 Hours:		0	17	22	52	0	0	0	0	0	91
Total Task 4 Costs:		\$0	\$2,465	\$3,190	\$6,240	\$0	\$0	\$0	\$0	\$0	\$11,895

check \$11,895

**CITY OF LA MESA
RECREATION & PARKS MASTER PLAN**

KTUA				Matrix			Baranek		Totals	
Whalen/ Singleton/ Angdon	Jacob Leon	Alex Samarin	KTUA Staff	Alan Pennington	Khushboo Hussain	Matrix Staff	Kim Baranek	TBD		
Principal Planner	Project Manager	Assist PM/GIS	Park Planners	Senior Analyst	Senior Analyst	TBD	Principal Planner	Staff		
\$185	\$145	\$145	\$120	\$200	\$185	\$110	\$180	\$110	Hours	Labor

TASK 5 | ANALYSIS OF RECREATION PROGRAMS

5.1	Community Services Program Inventory										
	Identify recreation program providers				1	2	2			5	\$790
	Analyze programs, resources, use levels & revenues				4	8	12			24	\$3,600
	Identify best practices for recreation services & programs				1	2	4			7	\$1,010
	Interview program managers (4 virtual meetings)				4	4	8			16	\$2,420
5.2	Trends Analysis										
	Analyze programs, resources, use levels & revenues				4	8	8			20	\$3,160
	Identify best practices for recreation services & programs				4	8	8			20	\$3,160
	Benchmark La Mesa with local and regional program standards				4	8	8			20	\$3,160
5.3	Community Services Department Analysis										
	Community needs analysis for underserved population				4	8	12			24	\$3,600
	Analysis of services gaps/duplicate services				4	8	12			24	\$3,600
	Identify program budget realities, revenue offsets, partnership options				4	8	12			24	\$3,600
5.4	Fiscal Capacity and Projected Fiscal Resources										
	Identify cost of new parkland	1	4	4	4	8	12			33	\$4,845
	Identify funding gaps for construction, maintenance, operations	1	4	4	4	8	12			33	\$4,845
	Identify resources to support expansion of parks and programs				4	8	12			24	\$3,600
5.5	Alternative Funding and Partnerships										
	Identify alternative funding opportunities				4	8	12			24	\$3,600
	Identify funding sources for prioritized parks, amenities, programs				4	8	12			24	\$3,600
	Identify enhance services through collaboration				2	4	8			14	\$2,020
5.6	Analysis of Programs, Fees, and Services										
	Determine direct/indirect cost recovery opportunities				4	8	12			24	\$3,600
	Summarize operating, maintenance, capital costs, funding sources				4	8	12			24	\$3,600
	Total Task 5 Hours:	2	8	0	8	64	124	178	0	0	384
	Total Task 5 Costs:	\$370	\$1,160	\$0	\$960	\$12,800	\$22,940	\$19,580	\$0	\$0	\$57,810

check \$57,810

TASK 6 | MAPPING AND BASELINE DATA

6.1	Park Level of Service Analysis										
	Determine adequacy of park LOS, gap analysis, recreation providers		1	4	4					9	\$1,205
	Determine program shortages and supporting facility needs		1	2	8					11	\$1,395
	Review local park and amenity standards for benchmarking		1	2	8					11	\$1,395
	Review NRPA standards for trends and apply to existing local conditions		1	2	8					11	\$1,395
	Classify parks to meet park needs for existing population		1	2	12					15	\$1,875
	Total Task 6 Hours:	0	5	12	40	0	0	0	0	0	57
	Total Task 6 Costs:	\$0	\$725	\$1,740	\$4,800	\$0	\$0	\$0	\$0	\$0	\$7,265

check \$7,265

**CITY OF LA MESA
RECREATION & PARKS MASTER PLAN**

KTUA				Matrix			Baranek		Totals	
Whalen/ Singleton/ Langdon	Jacob Leon	Alex Samarin	KTUA Staff	Alan Pennington	Khushboo Hussain	Matrix Staff	Kim Baranek	TBD		
Principal Planner	Project Manager	Assist PM/GIS	Park Planners	Senior Analyst	Senior Analyst	TBD	Principal Planner	Staff		
\$185	\$145	\$145	\$120	\$200	\$185	\$110	\$180	\$110	Hours	Labor

TASK 7 | DRAFT MASTER PLAN DOCUMENT

7.1	Parks and Facilities										
	Identify needs for each park and conflicts in current layout		1	2	6					9	\$1,155
	Prioritize projects and investment priorities per park		1	2	6					9	\$1,155
	Identify goals, priorities, policies, standards per park		1	2	6					9	\$1,155
	Identify phasing to improve equity and meet standards		1	2	6					9	\$1,155
	Determine minimum maintenance standards		1	2	6					9	\$1,155
	Summarize usage and identify minimum maintenance per park		1	2	6					9	\$1,155
7.2	Amenities										
	Recommend universal access for playgrounds and seating		1		6					7	\$865
	Balance shortages of high priority amenities and suggest parks to solve		1		6					7	\$865
	Identify park infill and amenity opportunities		1		6					7	\$865
	Develop public safety guidelines including lighting		1		6					7	\$865
	Identify trail opportunities and other physical workout opportunities		1	0	6					7	\$865
7.3	Connectivity and Accessibility										
	Map barriers to safe access to parks within parksheds		1	2	6					9	\$1,155
	Verify existing/proposed walk/bike facilities in parkshed		1	2	6					9	\$1,155
	Identify connectivity opportunities		1	2	6					9	\$1,155
	Identify new linear parks, urban greening, active transportation routes		1	2	6					9	\$1,155
7.4	Development of New Parks and Open Space										
	Prepare project descriptions & infill amenity graphics		4		12					16	\$2,020
	Prepare general planning costs for new and expanded parks		2		12					14	\$1,730
	Prepare general planning costs for infill amenity projects		2		8					10	\$1,250
	Prepare GIS maps of vacant and underutilized parcels		1	8						9	\$1,305
	Identify land for park connections or to address park gaps		1	4	8					13	\$1,685
	Recommend new parks to meet demand and recreation gaps		4	2	8					14	\$1,830
7.5	Draft Master Plan										
	Prepare text, tables, maps	2	8	12	24					46	\$6,150
	Prepare renderings and other graphics for priority projects	2	8	8	24					42	\$5,570
	Prepare executive summary and presentation materials	2	6	4	12					24	\$3,260
	Total Task 7 Hours:	6	51	58	198	0	0	0	0	0	313
	Total Task 7 Costs:	\$1,110	\$7,395	\$8,410	\$23,760	\$0	\$0	\$0	\$0	\$0	\$40,675

check \$40,675

TASK 8 | REVIEW OF DRAFT MASTER PLAN

8.1	Submit draft master plan for review	2	4	4	6						16	\$2,250
	Total Task 8 Hours:	2	4	4	6	0	0	0	0	0	16	
	Total Task 8 Costs:	\$370	\$580	\$580	\$720	\$0	\$0	\$0	\$0	\$0		\$2,250

check \$2,250

**CITY OF LA MESA
RECREATION & PARKS MASTER PLAN**

KTUA				Matrix			Baranek		Totals	
Whalen/ Singleton/L angdon	Jacob Leon	Alex Samarin	KTUA Staff	Alan Pennington	Khushboo Hussain	Matrix Staff	Kim Baranek	TBD		
Principal Planner	Project Manager	Assist PM/GIS	Park Planners	Senior Analyst	Senior Analyst	TBD	Principal Planner	Staff		
\$185	\$145	\$145	\$120	\$200	\$185	\$110	\$180	\$110	Hours	Labor

TASK 9 | CEQA - DRAFT CEQA DOCUMENT CIRCULATED FOR PUBLIC REVIEW

9.1	General Plan and CEQA conformance	1	1					4	4	10	\$1,490
9.2	Draft CE document	1	1					20	40	62	\$8,330
9.3	Final CE document	1	1					18	30	50	\$6,870
9.4	Prepare and file CEQA notice of exemption							2	6	8	\$1,020
9.5	Meetings with city		1					6		7	\$1,225
9.6	Conformation review of circulation element and new access options	1	1					8	4	14	\$2,210
9.7	Provide conformance review for GP affecting parks & growth	1	1					8	4	14	\$2,210
Total Task 9 Hours:		5	6	0	0	0	0	66	88	165	
Total Task 9 Costs:		\$925	\$870	\$0	\$0	\$0	\$0	\$11,880	\$9,680		\$23,355

check \$23,355

TASK 10 | CITY REVIEW

10.1	Submit draft CEQA document for review and address comments		2					2	4	8	\$1,090
Total Task 10 Hours:		0	2	0	0	0	0	2	4	8	
Total Task 10 Costs:		\$0	\$290	\$0	\$0	\$0	\$0	\$360	\$440		\$1,090

check \$1,090

TASK 11 | FINALIZE MASTER PLAN

11.1	Incorporate comments from staff and presentations	1	4	4	12					21	\$2,785
11.2	Pre-final document production & review	4	10	20	40					74	\$9,890
Total Task 11 Hours:		5	14	24	52	0	0	0	0	95	
Total Task 11 Costs:		\$925	\$2,030	\$3,480	\$6,240	\$0	\$0	\$0	\$0		\$12,675

check \$12,675

TASK 12 | PUBLIC HEARINGS

12.1	Public hearings										
	Community Services Commission (1)	2	4		4					10	\$1,430
	Community Relations & Veterans Commission (1)	2	4		4					10	\$1,430
	Planning Commission (2)	4	8		8					20	\$2,860
	Arts & Culture Commission (1)	2	4		4					10	\$1,430
	City Council (2)	8	8		4					20	\$3,120
	Two Additional Public Hearing Based Meetings (2)	4	4		6					14	\$2,040
Total Task 12 Hours:		22	32	0	30	0	0	0	0	84	
Total Task 12 Costs:		\$4,070	\$4,640	\$0	\$3,600	\$0	\$0	\$0	\$0		\$12,310

check \$12,310

**CITY OF LA MESA
RECREATION & PARKS MASTER PLAN**

KTUA				Matrix			Baranek		Totals	
Whalen/ Singleton/ Langdon	Jacob Leon	Alex Samarin	KTUA Staff	Alan Pennington	Khushboo Hussain	Matrix Staff	Kim Baranek	TBD		
Principal Planner	Project Manager	Assist PM/GIS	Park Planners	Senior Analyst	Senior Analyst	TBD	Principal Planner	Staff		
\$185	\$145	\$145	\$120	\$200	\$185	\$110	\$180	\$110	Hours	Labor

TASK 13 | ADOPTION OF THE MASTER PLAN

13.1	Adoption of Master Plan										
	Incorporate comments from staff and presentations	2	4	4	8					18	\$2,490
	Final document production & review	2	8	8	8					26	\$3,650
	Package all files for final deliverable		2	2	4					8	\$1,060
Total Task 13 Hours:		4	14	14	20	0	0	0	0	0	52
Total Task 13 Costs:		\$740	\$2,030	\$2,030	\$2,400	\$0	\$0	\$0	\$0	\$0	\$7,200

check \$7,200

SUMMARY BASE CONTRACT

BASE TASK SUMMARY:	KTUA				Matrix			Baranek		Totals	Totals
Project Total Base Hours:	92	295	206	544	68	128	178	74	92	1,677	
Total Base Costs:	\$17,020	\$42,775	\$29,870	\$65,280	\$13,600	\$23,680	\$19,580	\$13,320	\$10,120		\$235,245
GRAND TOTAL LABOR PER FIRM:				\$154,945			\$56,860		\$23,440		\$235,245
Printed Documents (20 Total)				\$740							\$740
Workshop and Outreach Printed Materials				\$200							\$200
Total of Direct Costs				\$940			\$0		\$0		\$940
GRAND TOTAL LABOR AND MATERIALS:				\$155,885			\$56,860		\$23,440		\$236,185
				66.00%			24.07%		9.92%		100%

check \$236,185

5% Pulled for Contingency

Calculated contingency for the project allowing the City to hold for unforeseen scope additions or meeting requirements: \$11,809

\$247,994