

NOTICE OF REQUEST FOR PROPOSALS

December 1, 2022

Re: Notice to Consultants – Request for Proposals (“RFP”) No.23-07 – 2022 General Plan Amendment Environmental Review

Notice is hereby given that the City of Escondido, a California municipal corporation (“City”), is soliciting proposals from qualified consultants, firms, and/or a team comprised of different companies (“Consultant”) for Environmental Consulting Services, including the preparation of technical reports, for the 2022 General Plan Amendment (“2022 GPA”) work effort. The complete RFP including instructions can be viewed on the City’s website at <https://escondido.org/purchasing>.

Prospective consultants must submit one proposal to Veronica Morones, Principal Planner, at vmorones@escondido.org **no later than 5 p.m. PDT on Monday, January 3, 2023** (“Submission Deadline”). Any proposals received after the Submission Deadline will not be accepted.

Questions or comments concerning this RFP may be submitted via e-mail to Veronica Morones at vmorones@escondido.org no later than 5 p.m. on Friday, December 9, 2022 (“Questions Deadline”). Any questions or comments regarding this RFP received after the Questions Deadline will be disregarded. Emails concerning this RFP should state the following in the subject line: “RFP No.23-07 – 2022 General Plan Amendment Environmental Review.” Any communication regarding or relating to this RFP with any City employee or official other than Veronica Morones is strictly prohibited. A summary of questions from prospective Consultants and City responses will be posted on the City’s website at <https://escondido.org/purchasing> by 5 p.m. PDT on December 16, 2022.

Each proposal shall be in accordance with specifications, instructions, and information contained in this RFP. The City reserves the right to reject any or all proposals for any reason it deems necessary, to waive defects or irregularities in any proposal, and to accept the proposal deemed the most advantageous to the City. This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of a response to this request.

The City of Escondido remains committed to complying with the Americans with Disabilities Act (ADA). Qualified individuals with disabilities who wish to participate in City programs, services, or activities and who need accommodations are invited to present their requests to the City by filing out a Request for Accommodations Form, or by calling 760-839-4643. The City may need up to 72 hours to response to the request. Forms can be found on the City’s website at: <https://www.escondido.org/americans-with-disabilities-act>.

Sincerely,


Adam Finestone, AICP
City Planner

A. General

The City of Escondido is located in north San Diego County, approximately 30 miles north of the City of San Diego, California. Escondido is an established community incorporated on October 8, 1888 under the general laws of the State of California. The City's current population is approximately 152,200.

The City of Escondido is a full-service city that operates under a City Council/City Manager form of government. Day-to-day activities of the City are carried out under the direction of the City Manager. The City provides the following services to its residents: Police, Fire, Water, Wastewater, Streets, Planning, Engineering, Building, and Community Services.

The City intends to award a contract resulting from this RFP to a responsible Consultant that best meets the City's objectives and qualification criteria. The City is committed to selecting an excellent team that will produce a high-quality work product and deliver a high level of customer service. The consultant awarded the Project ("Consultant") will provide the City with environmental review services including the preparation of technical reports, for the 2022 General Plan Amendment ("2022 GPA") work effort. A determination has not been made as to what environmental document will be required and no technical studies have been prepared. The document determined to be appropriate will be prepared in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines to evaluate the environmental impacts associated with the 2022 GPA ("Project"). The City is preparing the updated draft general plan documents internally. It is anticipated that there will be draft deliverables in January 2023. Both projects will need to be studied as part of this procurement process and estimation of deliverables.

Within the 14 days of the staff review of proposals ([Section D](#)), the City may invite qualified consultants to interview. Within 30 days of the City's notice of award, the Consultant shall enter into a Consulting Services Agreement in substantially the same form as the City's standard Consulting Service Agreement ("Agreement"), which is attached to this RFP as [Exhibit 1](#) and incorporated herein by this reference. Consultant shall enter into the Agreement within 30 days of the City's notice of award of the Project.

B. Grant Funded Project

The contract resulting from this solicitation ("Contract") will be grant funded. The Smart Growth Incentive Program ("SGIP") funded by TransNet local sales tax will be used to fund all or a portion of this Project, and as such the Consultant shall comply with all applicable federal and state laws, regulations, executive orders, policies, procedures, and directives. As part of the grant funding awarded to the City for the purposes of the Project, the Consultant will be required to adhere to relevant obligations of the City's Grant Agreement with SANDAG, including:

- The use of the SANDAG web-based CIS by the 15th of each month following receipt of payment unless otherwise directed by the City, and;
- Debarment and suspension certificates stating the Consultant is not disqualified from doing business with government entities.

The City was awarded SGIP funding to conduct the environmental review for the 2022 GPA work effort: an update to the Community Protection chapter (Safety Element), and creation of a new Environmental Justice Element through the modification of the Community Health and Services chapter. For the purposes of this document, "Community Protection chapter" and "Safety Element" are used interchangeably unless otherwise noted. The goal of the Project is to provide adequate and defensible

environmental review for the 2022 GPA in compliance with State law, and to achieve a level of environmental review that would allow for tiering consistent with CEQA Guidelines section 15152, for future programs and/or projects associated with the 2022 GPA (such as those within identified disadvantaged communities). Components of [Section C – Scope of Work](#) – must be based on this goal.

The 2022 GPA entails updates to the City’s Community Protection chapter as required under Government Code §65302(g). The 2022 GPA also includes modifications to the existing Community Health and Services chapter, an optional element of the City’s General Plan, for compliance with Government Code §65302(h). This important effort will aid in guiding the City’s resiliency and preparedness for potential natural hazards and work to remedy environmental justice issues identified within the City.

- A. The 2022 GPA includes, but is not limited to, the following Safety Element updates:
- Incorporation of existing documents, such as the Multi-jurisdictional Hazard Mitigation Plan (“MJHMP”) and the Climate Action Plan (“CAP”) as described under Government Code §65302(g)(4);
 - Information regarding fire hazards per Government Code §65302 (g)(3)(A)(i-v);
 - Adoption and/or amendment to policies regarding fire hazards for the protection of the City from unreasonable fire risk (i.e., fuel modification; adequacy of water supply to meet present and future needs for fire suppression, requiring development standards that will meet or exceed state minimums for fire protection for new development, and evacuation routes);
 - Updates to the Existing Conditions section regarding current seismicity terminology; geology and soils conditions; documentation on extreme heat days, annual average maximum temperature, annual precipitation, dry spells, and average area burnt; and public health such as the COVID-19 pandemic.
 - Adoption and/or amendment to policies regarding climate resiliency such as those related to extreme heat/cold, and power outages;
 - Adoption and/or amendment to policies regarding public health, outreach, and safety such as those related to guidance on protocol for health crises, information distribution, and Crime Prevention Through Environmental Design (CPTED).
- B. The 2022 GPA includes, but is not limited to, the following Community Health and Services Element updates:
- Identification of disadvantaged communities pursuant to Government Code §65302(h)(4)(A) and §65302.10(a);
 - Adoption of goals, policies, and objectives related to the reduction in the unique or compounded risks in disadvantaged communities, including, but not limited to health risks through reduction of pollution exposure, including the improvement of air quality; and the promotion of public facilities, food access, safe and sanitary homes, and physical activity as described under Government Code §65302(h)(1)(A);
 - Adoption of goals, policies, and objectives related to the promotion of civic engagement in the public decision-making process as described under Government Code §65302(h)(1)(B);
 - Adoption of goals, policies, and objectives that prioritize improvements and programs that address the needs of disadvantaged communities as described under Government Code §65302(h)(1)(C).

More information about the 2022 GPA work effort can be found at the following link:

<https://www.escondido.org/2022-general-plan-amendment>

The City's adopted 2012 General Plan can be found at the following link:

<https://www.escondido.org/general-plan.aspx>

C. Scope of Work

The City is working to update the Community Protection and Community Health and Services chapters of the General Plan to comply with State requirements outlined in Government Code §65302. The Project will provide the required environmental review pursuant to CEQA, including any relevant technical studies required. The following Scope of Work represents the services and responsibilities the successful proposer will be expected to provide and perform. If the Consultant thinks additional services or tasks are warranted to properly perform the Project, the additional tasks must be clearly identified in the proposal. Should the use of sub-consultants be proposed by the proposing firm, they shall be clearly identified and included as part of the proposal in response to this RFP.

Item 1: Environmental Review for Safety Element and Environmental Justice Element

Task 1A – Project Initiation:

To ensure prompt completion of tasks and to maintain clear communication, applicable consultant staff will attend a kick-off meeting with City staff within the first two weeks of the Project ([Exhibit 2: Project Timeline](#)). Roles and responsibilities as well as internal deadlines will be established. Data collection will be accomplished in coordination with City staff to obtain relevant existing reports/data (as applicable) and all materials.

- **Project Description:** Once all relevant information is collected, the Consultant will draft a comprehensive Project description as the basis for the analysis of the potential impacts of the Project on the environment. The Project description will comply with CEQA Guidelines section 15124 and will be based on the project information provided by the City.
- **CEQA Notices:** The consultant will prepare all required CEQA notices for all phases of the Project, in both English and Spanish, including but not limited to, Notice of Intent to Adopt a Negative Declaration, Notice of Preparation, Notice of Scoping Meeting, Notice of Availability, Notices of Determination, and any other forms required to be filed with the State or County. The City will be responsible for posting the provided noticing via newspaper. The consultant will prepare tribal notification letters to be distributed by the City in compliance with SB 18 and AB 52 and will assist the City with consultation if such consultation is requested.

Note: The City has already begun SB 18 consultations. Pertinent documentation of such effort will be transmitted to the Consultant as needed.

- **Scoping Meeting (if applicable):** Consultant shall conduct a public Scoping Meeting at some time during the 30-day Notice of Preparation review period (if applicable) and provide at least one oral Spanish translator for the meeting. The consultant will prepare a PowerPoint presentation and deliver the presentation, with the anticipation that it will be provided virtually and/or be recorded. The City will be responsible for noticing the

public scoping meeting as required by law. Consultant shall provide a draft presentation to staff for review and incorporate staff's comments. The consultant will review and assess NOP comments and ensure adequate response is incorporated within the draft document.

Task 1B – Technical Studies: The Consultant will prepare a list of applicable and relevant draft technical studies for review by City staff. Technical studies recommended by the Consultant will be confirmed by City staff prior to initiation of said studies.

Task 1C – CEQA Document Preparation: To identify the appropriate environmental review required, an initial study will be prepared identifying potential significant impacts. Where required, the Consultant will prepare and coordinate technical studies in compliance with CEQA and provide said studies to the City for review along with the draft Initial Study. Technical studies recommended by the Consultant will be confirmed by City staff prior to initiation of said studies. Task 1C will include:

- Preparation of a Screencheck Draft Environmental Document, including technical appendices.
- Preparation of a Proofcheck Draft Environmental Document, including technical appendices.
- Preparation of a Printcheck Draft Environmental Document, including technical appendices.
- Preparation of the Notice of Completion and a Notice of Availability, and an OPR Summary Form for review and comment prior to distribution by consultant.
- The consultant shall provide three bound hardcopies (to include technical appendices and one full softcopy on USB).

Task 1D – Public Review and Comment:

- Final Environmental Review Document: The consultant will prepare a final environmental review document that may include: Responses to Comments; Draft Mitigation Monitoring and Reporting Program; and review the City's Draft Findings of Fact and Draft Statement of Overriding Considerations, if applicable. The City will be responsible for distribution to all responders within 10 days prior to certification. The consultant shall provide three bound hardcopies (to include technical appendices and one full softcopy on USB).
- Attend Meetings: The consultant should plan on attending one Planning Commission meeting and one City Council meeting as part of the scope of work. Consultant shall also provide an hourly cost for attending additional meetings if required.

D. Right to Submitted Material

This RFP does not commit the City of Escondido to award a contract, to pay any costs incurred in the preparation of a contract or proposal, or to procure or contract for, any services. The City reserves the right to accept or reject any or all proposals received as a result of this RFP, or to amend, cancel (in part or in whole) this RFP if it is in the City's best interest to do so. All proposals, reports and data submitted to the City shall become the property of the City of Escondido and may not be returned.

E. Proposal Deadlines and Schedule

The following is an estimated schedule relating to this RFP and is not binding on the City:

Activity	Date
Questions Deadline	12/9/2022
Response to Questions Released	12/16/2022
Proposal Submission Deadline	1/3/2023
Staff Review of Proposals	Beginning 1/4/2023
Award of Contract	End of January 2023

Note: The City reserves the right to make modifications to the estimated schedule outlined above.

F. Proposal Content

Prospective consultants are responsible for preparing and timely submitting an effective, clear, and concise proposal. Proposals must be limited to **ten double-sided pages**. Each proposal shall demonstrate the qualifications, competence, and capacity of the prospective consultant to perform the services described in and in conformity with the requirements of this RFP.

By submitting a proposal in response to this RFP, prospective consultants certify that they take no exceptions to the terms and requirements of this RFP, including the terms of the City’s form Consulting Agreement ([Exhibit 1](#)).

To be considered responsive, proposals must contain the following information in the order listed:

1. Cover Letter (one page): A cover letter introducing the company and the individual who act as the company’s project manager. Must include the name, address, and telephone number of the company, and must be signed by the person(s) authorized to represent the firm.
2. Summary (NTE four pages): An executive summary should briefly describe the proposal and include preliminary recommendation on what type of environmental review document and technical studies may be required based on the extent of this RFP and referenced Government Code sections.
3. Qualifications and Experience (NTE four pages):
 - a. Firm contact information, which must include information about the firm and disclose who is authorized to negotiate contract conditions for the project;
 - b. A list of qualifications and experience for each person who will be assigned by the prospective consultant or sub-consultant to work on the Project;
 - c. Please indicate the skills, ability and/or services which distinguish the firm to make it the best choice for the City;
 - d. A list of at least three different projects previously completed by the prospective consultant and/or sub-consultant that are similar in size and scope to the Project, including contact information for the agency for whom the project was prepared.
4. Work Schedule (one page, which can be 8.5x11 or 11x17 folded.): Include a proposed schedule of work or timeline and phased milestones for completion of the scope of work. The goal is to

complete the Project within six-to-eight months of kickoff; however, proposals should develop reasonable timelines to complete the scope of work.

5. Fee Schedule and Cost Estimate (Under Separate Cover): The Project has a NTE budget of \$175,000.00. Provide a fee schedule for the types of services and personnel expected to be included in this scope of work, broken down by phase. List travel costs and any other direct or indirect costs association with performing the required services. Provide a detailed cost breakdown, including the costs for each task necessary for the proposed scope of work identified above. Costs should include hours and staff assignments for each task. Budget should include cost for all administrative, reproduction and material costs. Specify whether the costs are a flat fee or based on actual hours worked with a NTE price.
6. Conflict of Interest (one page) – Address possible conflicts of interest with other clients affected by consultants’ actions performed by the firm on behalf of the City.

The successful consultant’s proposal submitted in response to this RFP will become part of the resulting Consulting Agreement ([Exhibit 1](#)). **Any proposed waiver, or change to the resulting Consulting Agreement (Exhibit 1) must be clearly identified in Prospective consultant’s proposal.** Any terms of a submitted proposal that seek to alter or effect the indemnification, insurance, or licensing requirements of this RFP or the resulting Consulting Agreement (Exhibit 1) are not permitted. All contracts, and any addenda thereto, shall be subject to the City’s sole discretion and approval. The requirements and service standards of this RFP and the responses of the successful consultant will be incorporated by reference into the resulting agreement regarding the Project. The successful consultant shall enter into a contract within 30 days of the City’s notice of award in substantially the same form as the Agreement (Exhibit 1).

G. Selection Process

The contract resulting from this RFP will be awarded to the most responsive and responsible consultant whose proposal conforms to the requirements of this RFP and is considered to be the most advantageous to the City, taking into consideration not just the proposal price, but also the evaluation criteria set forth in this RFP. The City will act as the sole judge of information submitted in response to this RFP. The City reserves the right to: (i) request additional information or clarification of any submitted information, (ii) cancel or amend this RFP, including the proposal evaluation process, at any time, and (iii) not enter into any contract resulting from this RFP and issue similar solicitations in the future. If two or more proposals receive the same number of points, the City will consider the fully-burdened hourly rates.

A panel of City staff will evaluate all proposals. Proposals will be evaluated on the following criteria:

Criteria	Description	Weight
Qualifications and Expertise	Technical expertise and qualifications for the outlined tasks and personnel assigned to RFP tasks; firm’s ability to perform and complete the work in a professional and timely manner.	20%
Skill	Past experience of the firm and, in particular, experience of the team working on projects of	20%

similar scope for other governmental agencies.

Approach	Responsiveness of the proposal, based upon a clear understanding of the work to be performed.	15%
Public Participation	Innovative approaches to noticing and engaging community members outside the minimum regulatory requirements.	15%
Cost	Cost or cost effectiveness	30%

H. General Conditions

PLEASE READ CAREFULLY. THE FOLLOWING GENERAL TERMS AND CONDITIONS ARE A PART OF ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS RFP AND THE RESULTING CONTRACT.

This RFP as advertised, the specification requirements detailed in this RFP (including the following General Provisions), and documents on file with the City pertaining to SANDAG’s SGIP are subject to all provisions of the Ordinances of the City of Escondido. Each prospective consultant submitting a response to this RFP warrants that the submitted proposal is genuine and non-collusive, or made in the interest of any person, firm, or corporation. A non-collusion declaration shall be properly completed and returned with the proposal documents.

In submitting a proposal in response to this RFP, each prospective consultant agrees to the following general terms and conditions:

1. Public Information: The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal in response to this RFP indicates the prospective consultant’s acceptance of all terms and conditions contained in this RFP, including all exhibits and attachments hereto, unless clearly and specifically stated otherwise.
2. Confidential Information: Any information deemed confidential or proprietary should be clearly identified by the prospective consultant as such. Information identified as confidential or proprietary will be protected and treated with confidentiality to the extent permitted by applicable local, state, and federal law.
3. Addenda: The City reserves the right to amend, alter, or revoke this RFP at any time. Any modifications, clarification, or additions will be distributed via email as an addendum.
4. Proposal Preparation Cost: The City is not obligated to reimburse any prospective consultant for expenses incurred in preparing proposals in response to this RFP. All Prospective consultants shall bear their own costs, fees, and expenses incurred in preparing proposals in response to this RFP.
5. Withdrawal of Proposal: A prospective consultant may modify or withdraw their proposal, either

personally or by written request via email, at any time prior to the Submission Deadline. Such requests should be directed to the City's Project Manager.

6. Inaccuracies or Misinterpretations: Subject to the City's sole discretion, the City may terminate a prospective consultant from the RFP process or terminate any agreement with the Prospective consultant if the City determines that said Prospective consultant has: (i) made a material misstatement, (ii) made a material misrepresentation, or (iii) provided materially inaccurate information.
7. Optional Items: Prospective consultants may elect to provide recommendations and pricing for optional items. Pricing for optional items shall not be included in the minimum requirements pricing.
8. Business License: The successful consultant shall be required to obtain a City of Escondido Business License pursuant to the terms of Exhibit 1.
9. Signature: All proposals shall be signed in the name of the prospective consultant and shall bear the original signature in longhand of the persons duly authorized to sign the proposal. Obligations assumed by such signature shall be fulfilled.
10. Right to Reject Proposal: The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The City is not obligated to explain or justify its selection or rejection of any Prospective consultant. All proposals submitted in response to this RFP shall immediately become property of the City.
11. Right to Conduct Personal Interviews: The City reserves the right to conduct personal interviews or require oral presentations of any or all prospective consultants prior to selection.
12. Right to Request Additional Information: Prospective consultants shall furnish additional information as the City may reasonably require. The City reserves the right to investigate the qualifications of prospective consultants as it deems appropriate.
13. Right to Determine Financial Responsibility and Viability: The City reserves the right to request information pertaining to the financial stability of a prospective consultant to allow an appraisal of a prospective consultant's current financial condition.
14. Understanding the Services to be Performed: By submitting a proposal in response to this RFP, each prospective consultant certifies that they have fully read and understand this RFP and have full knowledge of the scope, nature, quantity, and quality of services to be performed. Each prospective consultant understands that, if successful, they will be required to enter into a written contract in substantially the same form as Exhibit 1.
15. Award of Contract: Proposals submitted in response to this RFP will be analyzed and the contract awarded to the responsible prospective consultant whose proposal conforms to this RFP and is considered to be the most advantageous to the City, taking into consideration not just the proposal price, but also the evaluation criteria set forth in this RFP. If the prospective consultant does not execute a contract in substantially the same form as Exhibit 1 within 30 days after notification of award, the City may, subject to its sole discretion, (i) give notice to the Prospective consultant of the City's intent to select from the remaining Prospective consultants or (ii) issue a new RFP for

the services.

16. **Contract Funding:** The City's funding of any agreement resulting from this RFP shall be on a fiscal year basis and is subject to grant funding and budget appropriations. Prospective consultant acknowledges that the City is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this RFP shall constitute an obligation of future legislative bodies of the City or State to appropriate funds for any agreement resulting from this RFP. Accordingly, prospective consultants acknowledge and agree that the funding for any agreement resulting from this RFP shall be contingent upon grant funding and budget appropriations.
17. **City Provisions to Prevail:** The terms of this RFP and the terms of any agreement resulting from this RFP shall govern the services. Any standard terms and conditions of the successful consultant shall not be acceptable to the City unless expressly agreed to by the City by separate document. The City reserves the right to reject a proposal containing unacceptable conditions as non-responsive as a condition of evaluation or award of the proposal.
18. **Equal Employment Opportunity:** The consultant awarded the project shall comply with all equal employment opportunity provisions of federal, state, and local non-discrimination laws, orders, regulations and guidelines as may be applicable to the consultant and be in effect during the performance of any agreement resulting from this RFP.
19. **Public Services Agreement:** Consultants submitting a proposal in response to this RFP shall be prepared to use the City's standard contract form (Exhibit 1) rather than its own contract form. Services may not commence until Agreement for services is executed.
20. **Prospective Consultant's Invoices:** Invoices shall be prepared and submitted to the Development Services Department, ATTN: Veronica Morones, 201 N. Broadway, Escondido, CA 92025 or via email to vmorones@escondido.org. Invoices shall be submitted on a monthly basis and contain the following information: Purchase Order number, description of services rendered, rates, quantities, extended totals, and remaining balances. Invoices should include all applicable sales or other taxes, and shall be remitted to appropriate agencies on the City's behalf. All payments made pursuant to this contract are not assignable and shall only be made payable to the seller.
21. **Payment Terms:** The City's payment terms are Net 30 days from date of invoice. No pre-payment or partial up front down payment will be made for any services or equipment. The time period allowed for payment, as indicated on the face hereof or offered by quote, bid, or proposal shall commence upon receipt of Prospective consultant's invoice or upon receipt of the goods or services, whichever is later.
22. **Insurance Requirements:** The successful consultant must have insurance in accordance with the requirements listed in Exhibit 1.

NONCOLLUSION DECLARATION

TO BE EXECUTED BY PROSPECTIVE CONSULTANT AND SUBMITTED WITH PROPOSAL

The undersigned declares:

The foregoing proposal submitted in response to the City of Escondido’s Request for Proposals – 2022 General Plan Amendment Environmental Review is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The prospective consultant has not directly or indirectly induced or solicited any other prospective consultant to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any prospective consultant or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The prospective consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the prospective consultant or any other prospective consultant, or to fix any overhead, profit, or cost element of proposal price, or of that of any other prospective consultant. All statements contained in the proposal are true. The prospective consultant has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Each individual executing this declaration on behalf of a prospective consultant that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the prospective consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____.
Date

Signature
Title _____
Of _____

Signature
Title _____
Of _____

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

EXHIBIT 1
Form Consulting Agreement



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of this ____ day of _____, 2023 ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Amanda Bajhart
760-839-4596
("CITY")

And: [Name]
[Entity Type: e.g., "a California corporation"]
[Street address]
[City, state, zip code]
Attn: [name of contact]
[Telephone number]
("CONSULTANT").

(The CITY and CONSULTANT each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to complete the environmental review for the 2022 General Plan Amendment work effort.

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

- 1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").

2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, an amount not to exceed the sum of [**\$Dollar Amount**]. CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.
3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.
5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.
6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.
7. Insurance Requirements.
 - a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.

- (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) *Professional Liability (Errors and Omissions).* Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
 - (5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
 - (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
 - (3) *Primary Coverage.* CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors.* If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (6) *Waiver of Subrogation.* CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.
 - (7) *Self-Insurance.* CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of

other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.

(8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.

- c. *Verification of Coverage.* At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

8. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY, and only to the extent such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. Further, in no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate percentage of fault.
- b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San

Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.

c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
11. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.
13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.
20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
21. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
23. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.
24. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

Sean McGlynn, City Manager

[CONSULTANT COMPANY NAME]

Date: _____

Signature

Name & Title (please print)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

EXHIBIT 2
Project Timeline

Task No.	Task Description	Deliverables	Start Date	Completion Date
1	Environmental Review for Safety Element and Environmental Justice Element	Environmental document	0	8 months
1a	Project Initiation and Project Description: kick off meeting; request for information from consultant to City staff; draft project description and confirmation; tribal noticing per AB52/SB18	Project Description for environmental review	TBD	TBD
1b	Technical Studies: Draft and review technical studies provided by consultant	Draft technical studies for environmental review	TBD	TBD
1c	CEQA Document Preparation: Draft initial study checklist and draft document; City staff review of each draft to consultant team	Initial study checklist, Proofcheck, Screencheck, and Printcheck drafts of environmental document	TBD	TBD
1d	Public Review and Comment: Public noticing; Response to comments; Attendance at public hearings; Preparation of final document (if applicable).	Notices (dependent on environmental document type); Response to comments; Final document	TBD	Final Document No later than October 31, 2023