

CITY OF SANTEE
REQUEST FOR QUALIFICATIONS



REQUEST FOR QUALIFICATIONS
For

**As Needed On-Call Planning
and Environmental Services**

RFQ Issued | March 14, 2025
RFQ # 24/25-30011

Proposals Due | April 11, 2025, at 12:00 pm

City of Santee
10601 Magnolia Avenue • Santee, CA 92071
(619) 258-4100
www.CityofSanteeCA.gov



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REQUEST FOR QUALIFICATIONS
AS NEEDED ON-CALL PLANNING AND ENVIRONMENTAL SERVICES**

TABLE OF CONTENTS

1.	RFQ Overview	3
1.1	Introduction.....	3
1.2	Project Background and Description.....	3
1.3	RFQ Timeline.....	3
1.4	RFQ Submittal.....	4
1.5	RFQ Questions.....	4
1.6	Proposal Preparation Costs.....	4
1.7	RFQ Amendment and Cancellation	4
1.8	Proposal Submittal.....	4
1.9	Public Records Law	5
2.	Scope of Services.....	5
3.	Proposal Submission Requirements	5
3.1	General Instructions.....	5
3.2	Proposal Format	6
3.3	Transmittal Letter.....	6
3.4	Section 1 - Title Page and Table of Contents.....	6
3.5	Section 2 – Firm Qualifications and Experience.....	6
3.6	Section 3 – Staff Qualifications and Experience.....	7
3.7	Section 4 – Similar Engagements with other Government Entities.....	7
3.8	Section 5 – Proposed Services.....	7
3.9	Section 5 – Shedule of Rates and Fees.....	7
4.	Proposal Evaluation and Selection Process.....	7
4.1	Proposal Review.....	7
4.2	Proposal Evaluation and Selection Process.....	8
5.	General Conditions	8
5.1	Public Records	9
5.2	Addenda	9
5.3	Equal Opportunity.....	9
5.4	Right to Cancel	9
5.5	Conflict of Interest.....	9
5.6	Insurance Requirements.....	9
5.7	Business License.....	9
6.	General Requirements.....	10
6.1	Collusion.....	10
6.2	Gratuities	10
6.3	Required Review and Waiver of Objections by Proposers	10
6.4	Nondiscrimination	10
6.5	Proposal Withdrawal.....	10
6.6	Proposal Errors.....	11
6.7	Incorrect Proposal Information.....	11
6.8	Prohibition of Proposer Terms and Conditions.....	11
6.9	Assignment and Subcontracting	11
6.10	Right to Refuse Personnel.....	11
6.11	Proposal of Additional Services	11

6.12	Licensure	11
6.13	Conflict of Interest and Proposal Restrictions.....	11
6.14	Contract Negotiations	12
6.15	Execution of Contact.....	12
6.16	Right of Rejection	12
6.17	Disclosure of Proposal Contents.....	12
6.18	Proprietary Information	13
6.19	Severability	13
6.20	RFQ and Proposal Incorporated into Final Contract.....	13
6.21	Proposal Amendment	13
6.22	Consultant Participation	13
6.23	Rights of the City	13

Attachment 'A' – Professional Services Agreement

1. Request For Qualifications Overview

1.1 INTRODUCTION

The City of Santee, hereinafter referred to as “City”, is seeking Statements of Qualifications from qualified planning and environmental consultants for As Needed On-Call Planning and Environmental Services.

This Request For Qualifications (RFQ) describes the type of projects, the required scope of services, the consultant selection process, and the minimum information that must be included in the Statement of Qualifications. Failure to submit information in accordance with the RFQ requirements and procedures may be cause for disqualification.

1.2 PROJECT BACKGROUND AND DESCRIPTION

Based on this RFQ, the City intends to select one or a team of firms for Planning and Environmental Services to support the Planning Division of the Planning & Building Department, in both current and long-term planning projects. Current projects could include infill mixed use projects, large scale residential projects and implementation of several Specific Plan. Long range projects could include the preparation of a combined Conservation & Open Space Element and associated Mitigated Negative Declaration, preparation of the planning and environmental phase (Phase I) of the FEMA approved Hazard Mitigation Grant Program (HMGP) Defensible Space Hazardous Fuels Reduction project, and the continued update to the City’s General Plan. Tasks related to these projects are more fully defined in the Scope of Services below. If the City is unable to reach an agreement with the selected firm(s), the City retains the option to negotiate with another. Award of the contract for As Needed On-Call Planning and Environmental Services if any, will be to the firm(s) whose professional qualifications, experience, and performance plan demonstrates that it will competently satisfy the requirements in this RFQ within the City’s budget. This RFQ does not commit the City to award any contract, defray any costs incurred in the preparation of a submittal pursuant to this RFQ, or in any resulting negotiations, or to procure contracts for work.

1.3 RFQ TIMELINE

The following is the City's **tentative** schedule for the selection of a qualified firm:

Table 1 RFQ Timeline

RFQ EVENT	DATE/TIME
Request For Qualifications released	March 14, 2025
Questions/Comments due to City for consideration Email: crios@cityofsanteeca.gov	March 28, 2025 – 5:00 P.M.
City responses to questions	April 4, 2025
Deadline for RFQ Submission	April 11, 2025 – 12:00 P.M.
City completes review of submittals	April 25, 2025
Interview of top proposals (if needed)	May 5 - May 14, 2025
Anticipated Award of Contract (Tentative)	June 2025

1.4 RFQ Submittals

Proposals must be clearly identified “Response to RFQ for As Needed On-Call Planning and Environmental Services” and submitted to:

City of Santee
Attn: City Clerk
10601 Magnolia Avenue, Building #3
Santee, CA 92071-1222

1.5 RFQ Questions

Any inquiries concerning this RFQ shall be directed to Christina Rios, Senior Planner, at crios@cityofsanteeca.gov no later than March 28, 2025. When applicable, questions should clearly identify the relevant section of the RFQ and page number(s) related to the question asked. The above designated point of contact shall be the only person to field questions about this RFQ. Contact with City personnel other than who is listed above regarding this RFQ may be grounds for elimination from the selection process. Copies of all questions and the City’s responses will be posted to the City’s procurement website.

1.6 Proposal Preparation Costs

The City will not pay any costs associated with the preparation, submittal, or presentation of any Proposal.

1.7 RFQ Amendment and Cancellation

The City reserves the unilateral right to amend this RFQ in writing at any time. The City also reserves the right to cancel or reissue the RFQ at its sole discretion. If an amendment is issued, it will be posted to the City’s procurement website, under the section titled “Bid Opportunities.” Proposers bear responsibility for monitoring the City’s procurement website for any related procurement updates and will need to respond to the final written RFQ and any exhibits, attachments, and amendments.

1.8 Proposal Submittal

Proposals must be submitted no later than April 11, 2025 at 12:00 pm. Proposers assume the risk of the method of delivery chosen. The City assumes no responsibility for delays caused by any delivery service. A proposer’s failure to submit a Proposal before the deadline may cause the Proposal to be disqualified. Postmarks will not be accepted as proof of receipt. Proposals received after this time and date may be returned unopened. If any portion of this RFQ is excluded, the proposer must clearly indicate such exclusions with their Proposal.

Proposers must submit its Proposal in a sealed package as follows:

- ◆ One (1) original, signed master RFQ Response.
- ◆ Three (3) printed copies of the RFQ Response.

1.9 Public Records Law

Pursuant to California Government Code Sections 7921.000-7921.010, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. All submitted Proposals are subject to this code section. See RFQ Section 6.18 Proprietary Information regarding proprietary response content.

2. Scope of Services

Services to be provided on an on-call, as-needed basis when requested by the City may include any land use planning project or assistance required by the City of Santee Planning Department during the term of the Agreement, including but not limited to:

- Staff support services
- Current planning and long-range planning services
- Project management services including scheduling, resource management, and invoicing
- Technical assistance, including conduct and review of surveys related to, without limitation, biological resources, cultural, archaeological and tribal cultural resources, air quality, noise, greenhouse gas emissions, and climate change and sustainability
- Preparation and review of CEQA documents including notices, entitlement-related documents, Environmental Impact Reports, Initial Studies, and Mitigated Negative Declarations
- Review development applications for compliance with the Santee Municipal Code and other applicable plans, policies, or regulations and coordinate initial project consultation and interdepartmental discretionary review of entitlement applications
- Attend and/or make presentations at City Council and other meetings
- Community outreach services including but not limited to facilitation of public workshops as well as development and implementation of community outreach plans
- Writing staff reports, resolutions, ordinances, and conditions of approval
- Conducting site visits and assessments including but not limited to condition compliance and defensible space

3. Proposal Submission Requirements

3.1 General Instructions

The City discourages lengthy and costly Proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's qualifications and capabilities to satisfy the requirements of this RFQ. Emphasis should be on completeness and clarity of content. Glossy sales and marketing brochures are not necessary or desired.

Proposals must be organized consistently with the outline provided in this section of the RFQ. Proposers must follow all formats and address all portions of the RFQ set forth and provide all information requested.

3.2 Proposal Format

Proposals must be structured, presented, and labeled in the following manner:

- ◆ Cover Letter.
- ◆ Table of Contents.
- ◆ Section 1 – Executive Summary.
- ◆ Section 2 – Qualifications and Experience.
- ◆ Section 3 – Resume.
- ◆ Section 4 – References.
- ◆ Section 5 – Proposed Services.
- ◆ Section 6 – Schedule of Rates and Fees.

Failure to follow the specified format, to label the responses correctly, or to address all the subsections may, at the City's sole discretion, result in the rejection of the Proposal.

The Proposal should be prepared on standard 8-1/2" x 11" paper and printed on 2 sides. All Proposal pages should be numbered.

3.3 Transmittal Letter

A signed letter of transmittal briefly stating the Proposer's understanding of the work to be done, the commitment to perform the work according to the timeline, and a statement why the firm believes it to be the best qualified to perform the Scope of Work.

All pages are to be numbered and figures, tables, charts, etc. must be assigned index numbers and identified in the Table of Contents.

3.4 Section 1 – Title Page and Table of Contents

Title page should include the request for proposals subject; the firm's name; the name, address, email, and telephone number of the contact person; and the date of the proposal.

3.5 Section 2 - Firm Qualifications and Experience

State the size of your firm, the location and size of the office from which the work on this project is to be performed and the number and nature of the professional staff accessible to be employed on projects.

If the Proposer is a joint team with subconsultants, the qualifications of each firm should be separately identified, as well as the principal consultant should be noted and area of services for provision.

3.6 Section 3 – Staff Qualifications and Experience

Provide the names, title, and qualifications (as demonstrated through resumes) of the proposed project manager, support staff, and subcontractors who will be conducting the work on these services, including their experience and projects in which they had “hands on” responsibility and length of time with the firm. The project manager will be expected to be fully involved and conversant in the details of the project on a day-to-day basis. Describe the organization structure of staff members and sub-consultants (if any). The Qualifications and Experience section should not exceed three pages.

3.7 Section 4 – Similar Engagements with other Government Entities

Provide a list of planning and environmental services provided to other California public agencies (minimum five (5) cities, with populations between 50,000 and 200,000). For each item, include a brief description of the services provided and when the services were provided by the team. The reference list should include

- Agency
- Name of an agency point of contact (POC)
- Agency POC phone number
- Agency POC email address

3.8 Section 5 – Proposed Services

In this section of the Proposal, the Proposer should describe how the Proposer will accomplish the tasks listed in the scope of services and Proposer’s specific experience with each of the tasks provided. Proposer may provide samples of reports or any deliverables for purposes of demonstrating formatting (samples must not include private data of any company/agency for which consultant services were provided).

3.9 Section 6 - Schedule of Rates and Fees

The Proposer shall include the rate(s) of compensation for the requested services and description of any reimbursable charges, excluding mileage.

4. Proposal Evaluation

4.1 Proposal Review

An Evaluation Committee will review all Proposals to determine which Proposers are qualified for consideration. The evaluation will include both an initial review and a detailed review. The review will evaluate all submissions for conformance to stated RFQ requirements and specifications to eliminate all responses that deviate substantially from the RFQ’s intent and/or fail to satisfy the mandatory requirements. Only those Proposals that meet or exceed the mandatory requirements will be further evaluated. The Evaluation Committee will consider the following components, among other criteria:

- ◆ Proposal provides the requested information and meets the standards identified in Section 3, Proposal Submission Requirements of this RFQ.
- ◆ The Written Proposal’s quality, clarity, and completeness.

- ◆ Proposer conveys an understanding of the services required to complete this project in a professional and timely manner.
- ◆ Proposer's ability to meet the identified needs and functionality required by the City.
- ◆ Proposer's professional qualifications and experience with engagements of similar scope and complexity and for similarly sized clients.
- ◆ Proposer's availability to schedule and conduct hearings according to the City's preferred timeframe.
- ◆ Cost effectiveness of the Proposal compared to the requested scope of services.
- ◆ Perceived risk to the City arising from selection of a Proposal.

4.2 Proposal Evaluation and Selection Process

The Submitted Proposals will be evaluated and scored in accordance with the evaluation items listed below:

- ◆ Qualifications
The overall professional qualifications and technical expertise of the Proposer. Experience in providing similar services. Feedback from clients for which the Proposer provided similar services. Emphasis will be placed on the Proposer's experience in implementing the type of services required for the Project.
- ◆ Cost to Perform Services
Reasonableness and competitiveness of the fee schedule. The lowest proposed cost is a significant factor, but is not the sole criteria for recommending contract award. The award will be based on the best value. Irrespective of cost, Proposals will be rejected if they do not meet the City's needs.

The decision by the City to award a contract will be based on a combination of factors determined to be in the best interest of the City. After evaluating the Proposals and discussing them further with the finalists or the tentatively selected vendor, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

The City reserves the right, at its sole discretion, to request clarifications of Proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the Proposal. Discussions shall be limited to specific sections of the Proposal identified by the City and, if held, shall be after initial evaluation of Proposals is complete. If clarifications are made because of such discussion, the Proposer shall put such clarifications in writing.

5. General Conditions

This RFQ does not commit the City of Santee to award a contract, to defray any costs incurred in the preparation of a Proposal, or to procure or contract for services. The City reserves the right to accept or reject any or all Proposals received in response to this request, to negotiate with any qualified source, or cancel in whole or in part this RFQ if it is in the best interest of the City to do so. The City reserves the right to retain all Proposals submitted and use any idea in a Proposal regardless of whether or not that Proposal was selected.

Subsequent to contract negotiations, Proposers may be required to submit revisions to their Proposals. All Proposers should note that the execution of any contract pursuant to this RFQ is dependent upon the recommendation of the City selection committee and the approval of the Santee City Council.

5.1 Public Records

All Proposals submitted and information included therein shall become the property of the City and thus public records, and as such may be subject to public review.

5.2 Addenda

Any changes to this RFQ are invalid unless specifically modified by the City and issued as a separate addendum document. Should there be any question as to changes to the content of this document, the City's copy shall prevail. In the event this RFQ is obtained through any means other than the City's website, the City will not be responsible for the completeness, accuracy, or timeliness of the RFQ document.

5.3 Equal Opportunity

The City endeavors to do business with Proposers sharing the City's commitment to equal opportunity and will not do business with any Proposer that discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, or place of birth.

5.4 Right to Cancel

The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFQ including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFQ, all Proposers will be notified in writing by the City.

5.5 Conflict of Interest

The City complies with all California statutes and regulations related to conflicts of interest.

5.6 Insurance Requirements

The City requires all consultants to carry insurance of the type and in the amounts defined in the attached APPENDIX A – CITY PROFESSIONAL SERVICES AGREEMENT, Section 15. The required insurance certificates must comply with all requirements of the standards shown in the attachment and must be provided (original copy) within fifteen (15) days of notice of selection and prior to the commencement of the services.

5.7 Business License

The selected Proposer will be required to obtain a Santee business license upon award of the contract. Current cost: \$108.00 for initial license (valid for one year); \$42.00 for annual renewal.

6. General Requirements

6.1 Collusion

By submitting a response to the RFQ, each Proposer represents and warrants that its response is genuine and made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

6.2 Gratuities

No person will offer, give, or agree to give any City employee or its representatives any gratuity, discount, or offer of employment in connection with the award of contract by the City. No City employee or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a City contract.

6.3 Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFQ and all attachments, including but not limited to the standard Professional Services Agreement, for comments, questions, defects, objections, or any other matter requiring clarification or correction. Comments concerning RFQ objections must be made in writing and received by the City no later than March 28, 2025 detailed in Table 1, RFQ Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective Proposals upon which contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City, in writing, by March 28, 2025 the deadline for written questions and comments.

6.4 Nondiscrimination

No person will be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities on the grounds of disability, age, race, color, national origin, religion, religious creed, age (over 40) sex and gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity, gender expression, disability (mental and physical), medical condition, genetic information, marital status, or military and veteran status , or any other classification protected by federal or California State Constitutional or statutory law; nor will they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's contractors. Accordingly, all Proposers entering into contracts with the City will, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

6.5 Proposal Withdrawal

To withdraw a Proposal, the Proposer must submit a written request, signed by an authorized representative, to the RFQ Coordinator (Section 1.3) up until the RFQ submission deadline,

according to Section 1.2 RFQ Timeline. After withdrawing a previously submitted Proposal, the Proposer may submit another Proposal at any time up to the deadline for submitting Proposals.

6.6 Proposal Errors

Proposer is liable for all errors or omissions contained in their Proposal. Proposer will not be allowed to alter Proposal documents after the deadline for submitting a Proposal.

6.7 Incorrect Proposal Information

If the City determines that a Proposer has provided incorrect information which the Proposer knew or should have known was materially incorrect, that Proposal will be determined non-responsive, and the Proposal may be rejected.

6.8 Prohibition of Proposer Terms and Conditions

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFQ. If a Proposal contains such terms and conditions, the City, at its sole discretion, may determine the Proposal to be a nonresponsive counteroffer, and the Proposal may be rejected.

6.9 Assignment and Subcontracting

The successful Proposer may not subcontract, transfer, or assign any portion of the contract without prior written approval from the City.

6.10 Right to Refuse Personnel

The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the Proposer or its subcontractors. The City reserves the right to interview and approve all Proposers' staff. Proposer's staff may be subject to the City's background and drug testing processes at any time.

6.11 Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFQ, these additional services may be added to the contract before contract signing at the sole discretion of the City.

6.12 Licensure

Before a contract pursuant to this RFQ is signed, the Proposer must hold all necessary, applicable business and professional licenses. The City may require any or all Proposers to submit evidence of proper licensure.

6.13 Conflict of Interest and Proposal Restrictions

By submitting a response to the RFQ, the Proposer certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFQ.

Notwithstanding this restriction, nothing in this RFQ will be construed to prohibit another governmental entity from making a Proposal, being considered for award, or being awarded a contract under this RFQ.

Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFQ or its scope of services will be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a Proposal in response to this RFQ.

6.14 Contract Negotiations

After a review of the Proposals and completion of the evaluation session and additional due diligence, the City intends to enter into contract negotiations with the selected Proposer. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City will open negotiations with the next ranked Proposer.

6.15 Execution of Contract

If the selected Proposer does not execute a contract with the City within thirty (30) business days after notification of selection, the City may give notice to that service provider of the City's intent to select from the remaining Proposers or to call for new Proposals, whichever the City deems appropriate.

6.16 Right of Rejection

The City reserves the right, at its sole discretion, to reject any and all Proposals or to cancel this RFQ in its entirety.

Any Proposal received which does not meet the requirements of this RFQ may be considered to be nonresponsive, and the Proposal may be rejected. Proposers must comply with all of the terms of this RFQ and all applicable State laws and regulations. The City may reject any Proposal that does not comply with all of the terms, conditions, and performance requirements of this RFQ.

Proposer may not restrict the rights of the City or otherwise qualify their Proposal. If a Proposer does so, the City may determine the Proposal to be a nonresponsive counteroffer, and the Proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in technical Proposals provided such action is in the best interest of the City. Where the City waives minor variances in Proposals, such waiver does not modify the RFQ requirements or excuse the Proposer from full compliance with the RFQ. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFQ.

6.17 Disclosure of Proposal Contents

All Proposals and other materials submitted in response to this RFQ procurement process become the property of the City. Selection or rejection of a Proposal does not affect this right. All Proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of Proposals, the Proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (Government Code Sections 7920.000-7930.215). By submitting

a Proposal, the Proposer acknowledges and accepts that the contents of the Proposal and associated documents will become open to public inspection.

6.18 Proprietary Information

The master copy of each Proposal will be retained for official files and will become public record after the award of a contract unless the Proposal or specific parts of the Proposal can be shown to be exempt by law (Government code §7930.005). Each Proposer may clearly label part of a Proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City will constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the City, the City will notify the Proposer of the request and delay access to the material until seven working days after notification to the Proposer. Within that time delay, it will be the duty of the Proposer to act in protection of its labeled information. Failure to so act will constitute a complete waiver.

6.19 Severability

If any provision of this RFQ is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the City and Proposer will be construed and enforced as if the RFQ did not contain the particular provision held to be invalid.

6.20 RFQ and Proposal Incorporated into Final Contract

This RFQ and the successful Proposal will be incorporated into the final contract.

6.21 Proposal Amendment

The City will not accept any amendments, revisions, or alterations to Proposals after the deadline for Proposal submittal unless such is formally requested, in writing, by the City.

6.22 Consultant Participation

The City reserves the right to share with any consultant of its choosing this RFQ and Proposal responses in order to secure a second opinion. The City may also invite said consultant to participate in the Proposal Evaluation process.

6.23 Rights of the City

The City reserves the right to:

- ◆ Make the selection based on its sole discretion.
- ◆ Reject any and all Proposals.
- ◆ Issue subsequent RFQs.
- ◆ Postpone opening Proposals, if necessary, for any reason.
- ◆ Remedy errors in the RFQ process.
- ◆ Approve or disapprove the use of particular subcontractors.
- ◆ Negotiate with any, all, or none of the Proposers.

- ◆ Accept other than the lowest offer.
- ◆ Waive informalities and irregularities in the Proposals.
- ◆ Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement will not be binding or valid with the City unless and until it is approved by the City Council and executed by authorized representatives of the City and of the Proposer.

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ATTACHMENT "A"

**DRAFT AGREEMENT FOR AS-NEEDED PROFESSIONAL SERVICES
BETWEEN THE CITY OF SANTEE AND**

This Agreement for As-Needed Professional Services ("Agreement") is effective as of the ___ day of _____, 2025, by and between the City of Santee, a charter city organized and operating under the laws of the State of California ("City"), and _____, a _____ ("Consultant"), either of which may also be referred to as "Party" or, collectively, as "Parties".

RECITALS

- A. City is in need of non-exclusive, on-call as-needed _____ services to assist in the professional review of the City's private land development projects.
- B. Consultant is duly licensed and has the necessary qualifications to provide these services in the State of California.
- C. The City has selected Consultant on the basis of demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable rate.
- D. This Agreement establishes the terms for the City to retain Consultant to provide the services described herein.

AGREEMENT

1. Services

The Scope of Services to be provided by Consultant is detailed in the attached Exhibit 'A' (the "Services") and incorporated as terms of this Agreement. City will request Consultant's services on a project-by-project basis as needed by City. City will notify Consultant of the services required for a specific land development project (the "Project") and provide any terms and conditions applicable to the Project that are in addition to the terms of this Agreement. The terms of this Agreement control in the event of any conflict with the request.

- a. **Time of Performance:** Consultant will perform its services in a prompt and timely manner. Unless otherwise agreed, Consultant will provide a Project fee schedule based on the Schedule of Charges defined below within seven days of receipt of the City's request for services and complete any assigned document review within 14 calendar days of receipt of the documents.
- b. **Notice to Proceed:** Upon receipt of a task order or notice to proceed, Consultant will begin work as of the date stated.
- c. **Representative.** Consultant will assign _____ to service as Project Manager of all Projects created under this Agreement. The Project Manager will not be removed from the Project or reassigned without the prior written consent of

the City. Consultant will make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

- d. **No Guaranty of Work:** City does not guarantee that Consultant's Services will be requested during the term of this Agreement. Consultant acknowledges that this is a non-exclusive agreement and that City may contract with other licensed professionals to provide the same types of services for development projects.

2. Compensation

Consultant acknowledges that the sole source of funds available to pay for its Services are the deposits made with the City by the development applicant. For each Project that may be assigned to Consultant, the following payment terms apply:

- a. **Fees Charged.** Consultant's Schedule of Charges is attached as Exhibit 'B' and incorporated as terms of this Agreement. These fees will remain in force throughout the term and any extension or renewal of this Agreement unless otherwise agreed.
- b. **Monthly Invoice.** Each month Consultant will send an invoice to City for all work performed and expenses incurred in connection with a specific Project during the preceding month. The invoice will detail charges by categories, including labor, travel, materials, equipment, supplies, sub-consultant charges and miscellaneous expenses. Invoices should be sent to: _____ at _____, who will review the invoice and either put it in line for payment from the funds on deposit from the Project applicant or confer with Consultant about any disputed charges and request that the invoice be revised and resubmitted for further consideration.
- c. **Payment.** City will use its best efforts to pay all approved invoices from the funds on deposit for the Project within 30 days of receipt. No City funds are appropriated or available for payment of fees and expenses associated with the Project and City accepts no liability for payments in excess of fees collected. Payment of an invoice will not waive any defects in Consultant's work. Consultant is under no obligation to perform work if insufficient funds on deposit to pay for the Services.
- d. **No Payment for Additional Work.** Consultant will not be compensated for work outside of the Scope of Services unless agreed to by the Parties in writing. If changes to the Scope of Services are to be considered, Consultant will provide a letter defining the requisite changes, the estimated costs associated with the change, and any changes to the Project schedule. City will then prepare an amendment to the Project, which must be signed by the Parties before additional services are authorized and entitled to compensation.
- e. **Not to Exceed Amount.** In no event shall the total amount paid for services rendered by Consultant pursuant to this Agreement exceed the sum of \$_____.

3. Term of Agreement

This Agreement will commence on the effective date stated above and will remain in effect for _____. This term may be extended upon written agreement of both City and

Consultant. Any Projects initiated during the term of this Agreement will continue under its terms through Project completion.

4. Maintenance of Records

Books, documents, papers, accounting records, and other evidence pertaining to work done and costs incurred pursuant to this Agreement shall be maintained by Consultant and made available for inspection, audit and copying by the City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under the Agreement.

5. Ownership and Use of Work

All documents and materials prepared pursuant to this Agreement shall be considered the property of City, and will be turned over to City upon demand, but in any event upon completion of the work. City reserves the right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other documents and materials prepared under this Agreement without the permission of Consultant. All documents and materials shall be delivered in a reproducible form. As used herein, "documents and materials" include, but are not limited to, any original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, and computer files prepared or developed pursuant to this Agreement.

6. Findings Confidential

Any reports, information, data or materials given to or prepared or assembled by Consultant under this Agreement are confidential and shall not be made available to any individual or organization by Consultant without prior written approval of City.

7. Conflict of Interest

Consultant hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired during the term of this Agreement that would conflict in any manner with the performance of services pursuant to this Agreement.

8. Delays in Performance

Neither the City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

9. Compliance with Law

- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If Consultant's failure to comply with applicable laws, ordinances, codes and regulations results in a claim for damage or liability to City, Consultant shall be responsible for indemnifying and holding the City harmless as provided in this Agreement.
- b. Consultant shall assist the City, as requested, in obtaining and maintaining all permits, if any, required of Consultant by Federal, State and local regulatory agencies.

10. Standard of Care

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

11. Assignment and Subconsultants

Consultant shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. A consent to one assignment shall not be deemed to be consent to any subsequent assignment. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

12. Independent Consultant

Consultant is retained as an independent Consultant and is not an agent or employee of the City. No employee or agent of Consultant shall by this Agreement become an agent or employee of the City. The work to be performed shall be in accordance with the work described in Exhibit 'A', subject to such directions and amendments from the City as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

13. Integration

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

15. Insurance

- a. Commercial General Liability

- (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
 - (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
- (iii) Commercial General Liability Insurance must include coverage for the following:
 - (1) Bodily Injury (including death) and Property Damage
 - (2) Personal Injury/Advertising Injury
 - (3) Premises/Operations Liability
 - (4) Products/Completed Operations Liability
 - (5) Aggregate Limits that Apply per Project
- (iv) All such policies shall name the City of Santee, its City Council and each member thereof, its officers, employees, volunteers and agents as Additional Insureds under the policy.
- (v) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City. All deductibles and self-insured retentions must be declared to the City prior to commencing work under this Agreement.

b. Automobile Liability

- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Automobile Liability Insurance for bodily injury (including death) and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
- (iii) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the City.

c. Workers' Compensation/Employer's Liability

- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.

- (ii) Such insurance shall include an insurer's Waiver of Subrogation in favor of the City and will be in a form and with insurance companies acceptable to the City.
- (iii) If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City.
- (iv) Before beginning work, the Consultant shall furnish to the City satisfactory proof that he/she has taken out for the period covered by the work under this Agreement, full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Consultant shall require all subconsultants to obtain and maintain, for the period covered by the work under this Agreement, worker's compensation of the same type and limits as specified in this Section.

d. Professional Liability (Errors and Omissions)

- (i) At all times during the performance of the work under this Agreement and for 60 months following the date of Project completion and acceptance by the City, the Consultant shall maintain Professional Liability insurance, in a form and with insurance companies acceptance to the City and in an amount indicated herein; provided, however, that if the work under this Agreement involves teaching, coaching, or childcare, Consultant shall provide Educators Legal Liability ("ELL") insurance in lieu of Professional Liability insurance

e. Minimum Policy Limits Required.

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

	<u>Combined Single Limit</u>
Commercial General Liability	2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury (including death), personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury (including death) and property damage
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Professional Liability / ELL omissions)	\$1,000,000 per claim and aggregate (errors and

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

f. Evidence of Insurance Required.

- (i) Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative, Certificate of Insurance (most recent version of Acord 25 Form or equivalent), and Additional Insured Endorsement verifying compliance with the requirements. All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required.

- (i) The City of Santee, its City Council and each member thereof, its officers, employees, volunteers and agents shall be named as an additional insured on the Commercial General Liability policy, and, if the Project involves environmental hazards, on the Pollution/Asbestos Liability policy using form 2010 1185 or equivalent. Any subconsultant, subcontractor or similar entity performing work on the Project must add the City as an additional insured using CG form 20 38, or broader coverage. Blanket endorsements may be accepted at City's discretion. All policies shall contain or shall be endorsed to contain a provision that advanced written notice of any cancellation, including cancellation for non-payment of premium, shall be provided to the City. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on endorsements. At the City's sole discretion, the requirement to endorse policies to provide advanced written notice of cancellation to the City may be waived upon the Consultant's agreement that it shall provide the City with copies of any notices of cancellation immediately upon receipt.
- (ii) General Liability, Automobile Liability, and if required, Pollution Liability insurance policies shall contain a provision stating that the Consultant's policies are primary insurance and that the insurance of the City or any named additional insureds shall not be called upon to contribute to any loss.

h. Qualifying Insurers.

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

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State. Such insurance carrier shall have not less than an 'A' policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide. Due to market fluctuations in the Workers Compensation sector, the City reserves the right and at its sole discretion to review and accept the Consultant's proposed Workers compensation insurance.

i. Additional Insurance Provisions

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii) If at any time during the life of the Agreement, the Consultant fails to maintain in full force any insurance required by the Agreement documents the City may terminate the Agreement or may elect to withhold compensation in an amount sufficient to purchase insurance to replace any expired or insufficient coverage.
- (iii) The Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.
- (iv) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (v) Neither the City, nor its City Council, nor any member of thereof, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Contract.

16. Indemnification

To the fullest extent permitted by law, Consultant agrees to indemnify, defend (with independent counsel reasonably approved by the City) and hold harmless the City and its officers, employees and elected and appointed officials, agents, and volunteers (each, an "Indemnified Party") from and against any and all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type, expressly including but not limited to those arising from bodily injury (including death) or property damage, arising out of or resulting from any act or omission to act of the Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement. The Consultant's obligations apply regardless of whether or not a liability is caused or contributed to by the negligence (including passive negligence) or other act or omission of an Indemnified Party. The acceptance or approval of the Consultant's work by an Indemnified Party shall not relieve or reduce the Consultant's indemnification obligation. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, agents, employees or representatives. The provisions of this Section shall survive completion of the work under this Agreement or the termination of this Agreement and are not limited by the provisions relating to insurance. If the Consultant maintains additional coverage or higher limits than those indicated herein, then the City shall be entitled to additional coverage or higher limits maintained by the Consultant.

17. Confidentiality

Consultant shall keep confidential all information, in whatever form, produced, prepared, observed or received by Consultant to the extent that such information is confidential by law or otherwise required by this Agreement.

18. Laws, Venue, and Attorneys' Fees

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

19. Termination or Abandonment

- a. City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- b. Consultant may terminate this Agreement at any time upon thirty (30) days written notice of termination to City.
- c. If either Consultant or City fails to perform any material obligation under this Agreement, then, in addition to any other remedies, City or Consultant may terminate this Agreement immediately upon written notice.
- d. Upon termination of this Agreement, all property belonging to City which is in Consultant's possession shall be returned to City. Consultant shall furnish City with a final invoice for work performed by Consultant. City shall have no obligation to pay Consultant for work performed after termination of this Agreement.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed as shown below and shall be effective upon receipt thereof.

CITY:
Marlene Best
City Manager
City of Santee
10601 Magnolia Avenue
Santee, CA 92071-1222

CONSULTANT:
Attn:
Title
Company
Address
Address

21. Third Party Rights

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

22. Severability and Waiver

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

23. Nondiscrimination

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SIGNATURES ON FOLLOWING PAGE

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

CITY OF SANTEE

CONSULTANT

By: _____
Marlene Best – City Manager

By: _____

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____
Shawn Hagerty - City Attorney

EXHIBIT 'A': SCOPE OF SERVICES
EXHIBIT 'B': SCHEDULE OF CHARGES

EXHIBIT 'A'
SCOPE OF SERVICES

1. Consultant will provide _____. The specific services required will be identified in a request for services in connection with an assigned Project, but may generally such topics as :
 -
 -
 -
 -
 -
2. Each Project will vary in scope and magnitude.
3. Request of services will be made on a project-by-project basis as needed by the City. The successful firm(s) will be capable of providing a proposed fee and schedule within seven (7) Days after receipt of the City's request for services. The proposal will be prepared on the basis of the standard schedule of fees in this agreement.
4. All services provided will be accomplished according to the City's Municipal Code, City's Land Development Manual, City's Public Works Standards, City's BMP Design Manual, San Diego Area Regional Standard Drawings, Standard Specifications for Public Works Construction, and Caltrans Standard Specifications and Drawings, etc., governing a particular project, and in accordance with Subdivision Map Act, Land Surveyors Act, and all other codes and practices applicable to the profession of surveying.
5. All reports and pertinent data obtained or prepared pursuant to the Agreement will be the property of the City and may not be used or reproduced in any form without the explicit written permission of the City.
6. Consultant will provide an affidavit that the Consultant will not perform any work for the City that could lead to a conflict of interest. The Consultant will notify the City of any possible conflicts of interest prior to performing any work requested by the City. A conflict of interest may include, but will not limited to, having financial interest in any projects where services are requested, or consulting or performing work for the developers, investors, engineers, contractors, or material suppliers of projects where services are requested. The City has the option to rescind and void the contract in the event that the Consultant fails to properly notify the City of a possible conflict of interest.

EXHIBIT 'B'
SCHEDULE OF CHARGES