



CITY OF SANTEE
Department of Development Services

**REQUEST FOR
PROPOSALS**
NO. 20-21 40020

ENVIRONMENTAL CONSULTING SERVICES
for General Plan Amendments and Zone Changes
corresponding to the Sixth Cycle Housing Element

Contact Information:

City of Santee
Department of Development Services
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DUE DATE: May 25, 2020

CITY OF SANTEE REQUEST FOR PROPOSALS

ENVIRONMENTAL CONSULTING SERVICES

I. INTRODUCTION

The City of Santee (City) is seeking the services of a qualified environmental planning firm (Consultant) to provide a Program Environmental Impact Report (PEIR) and associated documents for general plan land use amendments and zone changes for multiple properties throughout the City corresponding to the Sixth Cycle Housing Element Update (Project). The PEIR will need to be prepared and processed in accordance with the provisions of the California Environmental Quality Act (CEQA). The selected Consultant will enter into an Agreement for Professional Consultant Services “contract” with the City to prepare a PEIR for the Project. The Consultant will work closely with staff in the Department of Development Services, the City Attorney’s office, and the City’s Housing Element Consultant (Veronica Tam and Associates).

II. BACKGROUND

The City of Santee is located in San Diego County about 18 miles east of downtown San Diego. Santee is bordered on the west and southwest by the City of San Diego and Marine Corps Air Station Miramar, on the south by the City of El Cajon, on the north by San Diego County lands and on the east by the unincorporated communities of Lakeside and Eucalyptus Hills. The City is about 17 square miles in size and has a population of about 58,000 people with approximately 20,500 housing units.

III. PROJECT DESCRIPTION

The City is actively updating its Housing Element to comply with State Housing Law and to accommodate the City’s new Regional Housing Needs Allocation (RHNA) during the new Sixth Cycle Housing Element Planning Period, which extends from April 15, 2021 to April 15, 2029. The Sixth Cycle Housing Element must be adopted and deemed compliant with State law by HCD by April 15, 2021. As part of the Housing Element Update, the City must identify adequate residential sites with sufficient capacity to meet the City’s Sixth Cycle RHNA (Residential Sites Inventory).

The City has tentatively identified 36 sites that would constitute its Residential Sites Inventory (**see Attachment No. 2**). Most of these sites would need to be rezoned (29 sites). Several of these sites have been identified for down-zoning, several have been identified for rezoning from a commercial zone to a residential zone, many would require up-zoning to a higher residential density, and some would retain their existing zoning classification. The City intends to adopt these zone changes as part of the adoption of the Sixth Cycle Housing Element. The environmental assessment of these zoning reclassifications would be at programmatic level. Studies would need to be prepared by the Consultant (or subconsultants) as part of the preparation of the PEIR. Environmental clearance for the Housing Element is being processed separately.

IV. SCOPE OF WORK

Task 1 – 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 (see Project Timeline schedule). There, the project schedule will be finalized and communication protocols will be agreed upon. 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 and all materials.

Task 2 – Notice of Preparation

The consultant will prepare the NOP, including a project description, location map, and list of probable environmental effects of the project. The consultant will review and assess NOP comments and prepare responses. The City will be responsible for distribution and mailing via certified mail.

Task 3 – Scoping Meeting

The selected consultant is expected to host a public PEIR Scoping Meeting via a virtual platform and/or other appropriate method arranged by City staff at some time during the 30-day Notice of Preparation period. The consultant will prepare a PowerPoint presentation and deliver the presentation. The City will be responsible for noticing the public scoping meeting and distribution, via certified mail, of a public notice to affected property owners.

Deliverables: Digital copy - Provide draft presentation to staff for review and incorporate staff's comments. City will provide consultant with PowerPoint template.

Task 4 - Administrative Draft Program Environmental Impact Report

The consultant will provide an Administrative Draft PEIR to the City for review and will incorporate staff comments in the Draft PEIR .

Deliverables: Three (3) bound copies and a digital copy (to include both PDF and Word versions of the document).

Task 5 - Screencheck of Draft Program Environmental Impact Report

The consultant will provide to the City a screencheck of the Draft Program

Environmental Impact Report for review and will update based on staff comments in preparing the Draft EIR.

Deliverables: Digital copy (PDF and MS Word versions of the document).

Task 6 - Draft Program Environmental Impact Report and Technical Appendices

The consultant will provide a Draft PEIR with maps and technical appendices, an Executive Summary, a Notice of Completion, a Notice of Availability, and an OPR Summary Form for review and comment prior to distribution.

Deliverables: Five (5) bound copies and 30 digital copies on CDs for public and State Office of Planning and Research (PDF version of the document). Three (3) digital copies for staff (PDF and word versions of document). The City will be responsible for all distribution and public notification actions associated with the Draft EIR, including submittal to the State Office of Planning and Research and San Diego County Recorder's Office filing.

Task 7 - Prepare Screencheck Final Program Environmental Impact Report

The consultant will prepare a Screencheck Final PEIR that includes Responses to Comments, Draft Mitigation Monitoring and Reporting Plan, and Draft Findings of Fact and Draft Statement of Overriding Considerations, if applicable.

Deliverables: Digital copy (PDF and MS Word versions of the documents).

Task 8 – Prepare Final Program Environmental Impact Report

The consultant will finalize the Final PEIR, including the final Mitigation Monitoring and Reporting Plan, final Findings of Fact and Statement of Overriding Considerations (if applicable) and any errata sheets. The City will be responsible for distribution to all responders within 10 days prior to certification.

Deliverable(s): Five (5) bound copies (to include technical appendices on CD), twenty (20) digital copies on CD for Public (PDF version of the document), three (3) digital copies on CD for Staff.

Task 9 – Public Hearing

The consultant will prepare a PowerPoint presentation and assist with the presentation at the public hearing to certify the PEIR. The City will be responsible for noticing and distribution.

Deliverables: Digital copy - Provide draft presentation to staff for review and incorporate staff's comments. City will provide consultant with PowerPoint template.

Meeting Attendance

The selected consultant is expected to host a public PEIR Scoping Meeting via a virtual platform and/or other appropriate method arranged by City staff at some time during the 30-day Notice of Preparation period. The consultant is also expected to attend and assist with the City Council public hearing on the certification of the PEIR. The consultant shall be available to meet with City staff as needed to discuss the status of the environmental document. A minimum number of four (4) meetings shall be specified by the consultant in its proposal including a kick-off meeting with staff. The proposal shall also include a cost for attending additional meetings, if required by the City.

Project Timeline

Upon contract execution and notice to proceed in early July 2020, the selected consultant is expected to complete tasks on a timeline that ensures the Project is completed on or before adoption of the Sixth Cycle Housing Element, which must occur prior to April 15, 2021. As such, the following is the prospective timeline for deliverables:

Kick-Off Meeting	July 7, 2020
Notice of Preparation	July 17, 2020
Scoping Meeting	July 22, 2020
Administrative Draft EIR	September 4, 2020
Screencheck Draft EIR	September 18, 2020
Draft EIR & Notice of Availability	October 2, 2020
Screencheck Final EIR	November 6, 2020
Final EIR	December 4, 2020
Public Hearing/EIR Certification	February 24, 2021

Housing Element Timeline

The Sixth Cycle Housing Element is being processed concurrently with the subject Project. The City has selected Veronica Tam and Associates to assist in updating the Housing Element. The selected Consultant is expected to coordinate work with the Housing Element consultant and to have familiarity with State Housing law. As of the date of this RFP, the first Housing Element workshop was held on March 11, 2020. A second Housing Element workshop is anticipated on May 27, 2020. The Housing Element has a parallel timeline to the

subject Project with adoption by the City Council required prior to April 15, 2021.

V. SUBMISSION REQUIREMENTS

The City must receive three (3) bound copies along with an electronic copy in Adobe Portable Document format (.pdf) on a CD or DVD. The proposal must be received by the Department of Development Services by **5:00 p.m. on May 25, 2020**. The City reserves the right to issue written notice to all participating firms with any changes in the submission schedule, scope of work, or work-related products, should it be determined that such changes are necessary.

Selection Timeline

Request for Proposals Release	April 24, 2020
Proposals due	May 25, 2020
Consultant Selection Notification	May 29, 2020
Consultant Interviews	June 1, 2020 (week of)
Consultant Selection Notification	June 8, 2020
City Council Selection and Award	June 24, 2020
Contract Execution and Notice to Proceed	July 3, 2020 (by)

All proposals must be delivered by the deadline date to:

City of Santee
City Clerk - Building 3
Attention: Michael Coyne
10601 Magnolia Ave.
Santee, CA 92071

All submitted documents shall become part of the City's official files and shall not be returned.

VI. PROPOSAL CONTENT

Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use 8-1/2 x 11 sheets (foldouts are acceptable for charts, etc.) and font size large enough to be easily legible, but not smaller than 10 point. The original proposal and each subsequent copy must be submitted on paper, properly bound, appropriately tabbed and labeled in the following order:

- A. Cover letter:** Provide a cover letter and introduction, including the name and address of the organization or individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who shall be authorized to make representations for the organization, and an expression of the consultant's ability and desire to meet the requirements of this Request for Proposal. The letter must be signed by an individual authorized to bind the firm contractually.
- B. Table of Contents:** This section shall include a detailed table of contents and an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.
- C. Executive Summary:** An executive summary should briefly describe the Project Lead and any Subconsultants. The summary should include a description of the consultant and/or subconsultants, briefly describe the consultant's and/or subconsultant's experience in preparing Program EIRs for multiple jurisdiction-wide general plan use amendments and zoning reclassifications, and disclose the person authorized to negotiate contract conditions for the project.
- D. Experience:** Describe the firm's resources, experience and capabilities as they relate to the scope of services described hereinabove. This section should include a description of similar projects completed for other cities or counties.
- E. Understanding of Project:** Describe your understanding of the project.
- F. Approach and Scope of Work:** Describe the firm's approach to completing the Program Environmental Impact Report, provide summary of major tasks and key sub-tasks that align with the scope of work described hereinabove.
- G. Work Schedule:** Include a proposed schedule of work or timeline and phased milestones for completion of the scope of work, based on a start date of July 3, 2020. The work schedule should demonstrate key tasks and corresponding completion dates that commence with the execution of a professional services agreement and end with the certification of the EIR.
- H. Key Personnel:** Identify all project personnel, including subcontractors, and their role in completing this project and summarize the relevant qualifications and experience of each. Provide a representative listing of similar projects completed in the past 10 years.
- I. Fee Schedule and Cost Estimate:** Provide a fee schedule for the types of services and personnel expected to be included in this scope of work. 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. Include the costs for a minimum of four (4) meeting and the estimated costs for each additional meeting.

J. Additional Information: Provide a summary of the insurance coverage maintained by the firm and any additional information relevant to evaluating the proposal.

K. Media Attachments: CDs/DVDs shall be provided within a storage page at the end of the document or within a storage pocket attached to the interior of the last page of the document with the contents of the CD/DVD clearly labeled. Documents within the DVD/CD must be in .docx or .pdf format as specified above.

VII. SELECTION CRITERIA

Proposals shall be ranked using the following weighted criteria:

Criterion	Weight (Points)
a. Successful Experience in Similar Efforts	30
b. Commitment of Senior and Qualified Staff to the Project	20
c. Project Schedule	10
d. Cost	10
e. Responsiveness to RFP and City Priorities	10
f. Familiarity with the City	10
g. Quality in the Content and Format of Referenced Work	5
h. Quality in the Content and Format of Proposal	5
Total	100

VIII. SELECTION PROCESS

The City reserves the right to reject any or all proposals for any reason whatsoever. Interviews shall be at the option of the City. The services to be provided shall be in accordance with the City’s standard consultant services agreement (sample attached as **Attachment No. 2**) which shall be approved by the City Council.

Any questions concerning this Request for Proposal should be directed to the attention of Michael Coyne, Project Planner, 10601 Magnolia Ave., Santee, CA 92071 (619) 258-4100 ext. 160. The City is an equal opportunity employer.

IX. BUSINESS LICENSE REQUIREMENT

After selection and execution of a consultant services agreement and prior to rendering services to the City, the successful consultant shall obtain a business license from the City. It is unlawful for any person to furnish supplies or services, or transact any kind of business in the City without possessing a City business license. Business license applications are available at www.cityofsanteeca.gov. Contact the Finance Department at (619) 258-4100 ext. 146 for further information.

ATTACHMENT NO. 1
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF SANTEE
AND [CONSULTANT]

This Agreement for Professional Services (“Agreement”) is made and entered into this [DAY] day of [MONTH], [YEAR], by and between the City of Santee, a California charter city (“City”) and [CONSULTANT], a [corporation, partnership, LLC or LLP, sole proprietor, etc.] (“Consultant”).

RECITALS

A. City is a charter city and is in need of professional services for the following project: _____ (“the Project”).

B. Consultant is duly licensed and/or has the necessary qualifications to provide such services for the Project.

C. The parties desire to establish the terms for the City to retain the Consultant in order to provide the services described herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit ‘A’ and hereby made a part of this Agreement; provided, however, that the contents of this Agreement shall supersede any provision in Exhibit ‘A’ that is inconsistent herewith.

2. Compensation

a. Subject to paragraphs 2(b) - (d) below, City shall pay for the services provided by Consultant in accordance with the Schedule of Charges set forth in Exhibit ‘B’ attached hereto and hereby made a part of this Agreement; provided, however that the contents of this Agreement shall supersede any provision in Exhibit ‘B’ that is inconsistent herewith.

b. In no event shall the total amount paid for services rendered by Consultant pursuant to this Agreement exceed the sum of \$_____. This Agreement is subject to and contingent on budgetary appropriations being approved by the City Council for each fiscal year during the term of this Agreement. If such appropriations are not approved, the Agreement will be immediately terminated without penalty to the City.

c. Each month Consultant shall furnish City with an invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by categories, including labor, travel, materials, equipment, supplies, sub-consultant charges and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with

the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in paragraph 2(d). In the event any charges or expenses are disputed, the invoice shall be returned to the Consultant for correction and resubmission.

- d. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice; provided however, that untimely invoices may be subject to nonpayment if funding has not been appropriated or budgeted for payment of the invoice due to Consultant's untimely submission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in the work performed by Consultant.

3. Additional Work

Consultant shall not be compensated for any services outside of the Scope of Services, except as provided in this paragraph. If changes in the work seem merited by Consultant or the City, a change in the scope of the work shall be processed by the City in the following manner: (1) a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule, (2) an amendment to this Agreement shall be prepared by the City and executed by both parties before performance of such services or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

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. Term of Agreement and Time of Performance

Consultant shall perform its services hereunder in a prompt and timely manner, and in accordance with the Activity Schedule shown in Exhibit 'C' attached hereto and made a part hereof; provided, however, that the contents of this Agreement shall supersede any provisions in Exhibit 'C' that is inconsistent herewith. Work shall commence upon receipt of a written Notice to Proceed from the City. The Notice to Proceed shall set forth the date of commencement of the work. Unless a different date is set forth in the Activity Schedule, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement unless terminated sooner pursuant to the provisions of this Agreement or the services are complete. Such term may be extended upon written agreement of both City and Consultant.

9. 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.

10. 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.

11. Standard of Care

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

12. 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.

13. 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.

Consultant enters into this Agreement as, and shall continue to be, an independent consultant. All services shall be performed only by Consultant and Consultant's employees, if applicable. Under no circumstances shall Consultant, or any of Consultant's employees, look to the City as his or her employer, or as a partner, agent or principal. Neither Consultant, nor any of Consultant's employees, shall be entitled to any benefits accorded to City employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant's expense, and in Consultant's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the services.

14. 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 or exhibit 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
 - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
 - (7) Contractual Liability with respect to this Contract
 - (8) Broad Form Property Damage
 - (9) Independent Consultants Coverage
 - (10) Sexual Misconduct Coverage, with no applicable sublimit
- (iv) All such policies shall name the City of Santee, its City Council and each member thereof, its officers, employees, 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.
- (ii) 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.
- (iii) 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. Pollution/Asbestos Legal Liability

- (i) At all times during the performance of the work under this Agreement and for sixty (60) months following the date of Project completion, the Consultant shall maintain Pollution Legal Liability insurance and/or Asbestos Legal Liability insurance and/or Errors and Omissions (if the Project involves environmental hazards) in an amount indicated herein.

- (ii) The Consultant, along with all employees, agents and subconsultants who have a reasonable probability of coming into contact with hazardous materials, shall be adequately trained to comply with and shall comply with all laws and regulations relating to the care and protection of the environment in the performance of the work performed by the Consultant or any portion thereof.

f. Cyber Liability

At all times during the performance of the work under this Agreement and for sixty (60) months following the date of Project completion, the Consultant shall carry and maintain, at its own expense, including any City-approved deductibles or retentions, Cyber Liability insurance in an amount stated herein. The Cyber Liability policy must include security and privacy liability, media liability, business interruption and extra expense, and cyber extortion liability, as specified by the City. Such coverage is required if Consultant provides products and/or services related to information technology and electronic data processing (including hardware and software) to the City or as otherwise required by the City.

g. 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	\$1,000,000 per claim and aggregate (errors and omissions)
Pollution/Asbestos Liability	\$1,000,000 per occurrence or claim/\$2,000,000 aggregate (if Project involves environmental hazards)
Cyber Liability Insurance	\$1,000,000 per occurrence/\$2,000,000 aggregate (if Project involves electronic data processing or development of hardware or software)

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.

h. 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.

i. Policy Provisions Required

- (i) The City of Santee, its City Council and each member thereof, its officers, employees, 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.

j. 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.

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

17. 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. Organization

Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

21. 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:	CONSULTANT:
Name	Attn:
Title:	Title
City of Santee	Company
10601 Magnolia Avenue	Address
Santee, CA 92701	Address

22. 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.

23. 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.

24. Non-discrimination

Consultant will comply with all applicable federal, state and local laws, ordinances, and regulations, including the Americans with Disabilities Act (ADA), California Fair Employment and Housing Act (FEHA) and Title VII of the Civil Rights Act of 1964. Consultant will not discriminate in any way, against any person, on the ground of 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, nor exclude any person from participation in, or deny any person the benefits of, participation in recreation classes on such grounds.

CITY:	CONSULTANT:
Name	Attn:
Title:	Title
City of Santee	Company
10601 Magnolia Avenue	Address
Santee, CA 92701	Address

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

CITY OF SANTEE:

CONSULTANT:

By: _____
Marlene D. Best
City Manager

By: _____

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____

EXHIBIT 'A'
SCOPE OF SERVICES

EXHIBIT 'B'
SCHEDULE OF CHARGES

EXHIBIT 'C'
ACTIVITY SCHEDULE

ATTACHMENT NO. 2

PRELIMINARY RESIDENTIAL SITES INVENTORY

Site No.	APN	Address	Acreage	Existing Use	Percent Developable	Current Zoning	Proposed Zoning	Density Factor	Unit Yield
1	37819001	10939 SUMMIT AVE	4.65	SFH	90%	R-1A	R-7	7	29.3
2	37818010	11009 SUMMIT AVE	2.32	SFH	90%	R-1A	R-7	7	14.62
3	37818009	11025 SUMMIT AVE	2.32	SFH	90%	R-1A	R-7	7	14.62
4	37818008	11041 SUMMIT AVE	2.32	SFH	90%	R-1A	R-7	7	14.62
5	37818007	11059 SUMMIT AVE	2.32	SFH	70%	R-1A	R-7	7	11.37
6	37818029	10215 SUMMIT CREST DR	1.16	SFH	100%	R-1	R-7	7	8.12
7	37821021	11010 SUMMIT AVE	1.15	SFH	100%	R-1	R-7	7	8.05
8	37821020	11020 SUMMIT AVE	1.02	SFH	100%	R-1	R-7	7	7.14
9	37818028	11115 SUMMIT AVE	1.16	SFH	100%	R-1	R-7	7	8.12
10	37818020	11129 SUMMIT AVE	2.32	SFH	70%	R-1	R-7	7	11.37
11	38103107	9945 CONEJO RD	1.19	SFH	100%	R-2	R-7	7	8.33
12	38169028	9960 CONEJO RD	0.86	SFH	100%	R-2	R-7	7	6.02
13	38003118	LAKE CANYON RD	1.67	Vacant	100%	R-2	R-7	7	11.69
14	38003118	LAKE CANYON RD	0.89	Vacant	100%	R-2	R-7	7	6.23
15	38307104	CARLTON HILLS BLVD	2.77	Vacant	80%	R-7	R-7	7	15.51
16	38104036	WALMART	5.26	Vacant	100%	TC-C	TC-R-22	22	115.7
17	38105082	PARCEL 6 PORTION	6	Vacant	100%	TC-C	TC-R-22	22	132
18	38105118	COTTONWOOD AVE	22.15	Vacant	90%	TC-R-30	TC-R-14	14	279.1
19	38105117	COTTONWOOD AVE	11.71	Vacant	60%	TC-R-22	TC-R-14	14	98.36
20	38103208	PARK CENTER DR	2.35	Vacant	100%	TC-R-22	TC-R-14	14	32.9
21	38105081	9200 MAGNOLIA AVE	21.23	Polo Barn	80%	TC-O/I	TC-R-22	22	373.6
22	38410616	8942 1ST ST	0.6	SFH	100%	TC-R-22	TC-R-22	22	13.2
23	38447009	ROCKVILL ST	1.96	Vacant	100%	GC/IL	R-22	22	43.12
24	38414211	10952 SUNSET TRL	1.24	2 SFH	100%	R-14	R-14	14	17.36
25	38416204	9953 BUENA VISTA AVE	4.8	SFH	100%	R-2	R-22	22	105.6
26	38402007	8801 OLIVE LN	2.93	Trucking	100%	IL	R-14	14	41.02
27	38349056	PROSPECT AVE	0.72	Vacant	90%	R-7	R-7	7	4.536
28	38619217	8572 FANITA DR	1.73	SFH	100%	R-7	R-7	7	12.11
29	38669038	8504 FANITA DR	0.68	Vacant	100%	R-7	R-7	7	4.76
30	38630031	7737 MISSION GORGE RD	10.38	Commercial	90%	R-7/GC	R-22	22	205.5
31	38630009	8714 STARPINE DR	1.3	SFH	100%	R-7/GC	R-22	22	28.6
32	38306103	7980 MISSION GORGE RD	5.23	SFH	70%	R-22	R-22	22	80.54
33	38306101	7950 MISSION GORGE RD	0.95	SFH	100%	R-22	R-22	22	20.9
34	38401115	8750 ATLAS VIEW DR	1.85	SFH	70%	R-7	R-7	7	9.065
35	38401255	8742 ATLAS VIEW DR	0.91	SFH	100%	R-7	R-7	7	6.37
36	37903031	MAST BLVD	47.45	Vacant	37%	POS/IL	POS/R-7	7	122.9

The following two parcels are not part of the Residential Sites Inventory, but shall be included as part of the environmental assessment:

Site No.	APN	Address	Acreage	Existing Use	Percent Developable	Current Zoning	Proposed Zoning
A	38706111	8355 GRAVES AVE	3.69	Vacant	100%	R-14	CN
B	38706112	GRAVES AVE	2.26	Vacant	100%	R-14	CN

