



REQUEST FOR PROPOSALS

to

Prepare a General Plan Update, Comprehensive Zoning Code and Map Update, Objective Design and Development Standards, and CEQA Document Preparation

Release Date: February 23, 2023

Deadline for Submission: March 27, 2023 at 9:00 a.m. via email

City of Lomita
Community & Economic Development Department
Attn: Brianna Rindge, AICP, Community & Economic Development Director
24300 Narbonne Ave.
Telephone: (310) 325-7110 x 122
Email: b.rindge@lomitacity.com

REQUEST FOR PROPOSALS

I. OBJECTIVE

The City of Lomita seeks written proposals from qualified consulting firms to update certain elements of the city's General Plan, zoning ordinance and maps, objective design and development standards, and related environmental review in conformance with the California Environmental Quality Act (CEQA). The Proposer's team for this project should be multi-disciplinary and shall include expertise in all appropriate areas of General Plan and zoning ordinance development.

The focus of this project is to respond to changes in the community and in circumstances that affect the future direction of Lomita. The updated General Plan will be based upon the results of a comprehensive visioning process and public engagement program to ensure that all facets of the community participate and are fully represented in shaping Lomita's future.

Responsive proposals will describe the approach, process, and costs to:

- Prepare a comprehensive update to the General Plan;
- Prepare a new comprehensive Zoning Code and Zoning Map including illustrated community design standards and guidelines for single-family and multiple-family residential, commercial, and mixed-use developments;
- Plan and conduct associated public outreach and involvement activities;
- Prepare necessary environmental review and clearances in accordance with CEQA; and
- Optional development of Zoning Handbook, Infill Guidelines Handout and Objective Standards of Development Handout(s).

II. GENERAL INFORMATION

The city of Lomita is known as a friendly, small-town community located at the base of the Palos Verdes Peninsula in Los Angeles County. Lomita is 1.97 square miles (total area is 1,261 acres) with a population of approximately 21,000. The city is located 26 miles south of downtown Los Angeles and bounded by the Torrance to the north and west, Los Angeles to the east, Rolling Hills Estates to the southwest, and Rancho Palos Verdes and unincorporated Los Angeles County area to the south.

Lomita "began" as a residential tract (Lomita Subdivision) in the early 1900s. In 1907, the Lomita Subdivision covered seven square miles. In the 1940s and 1950s, portions of the Lomita Subdivision were annexed by adjacent cities. By 1964, only 1.97 square miles of the Lomita Subdivision remained when the City of Lomita finally incorporated on June 30, 1964. Lomita is a contract city with a Council-Manager form of government. The city council is elected at large to four-year terms. The mayor is selected by the city council for a one-year term. Lomita is considering transitioning to city council districts, with a decision expected in May 2023. Following the district formation process, the city would be divided into five separate districts in 2024.

In 1990, Lomita seceded from the Los Angeles County water district and assumed complete control and operation of a new water district serving the community. The City serves water to approximately 4,300 connections. Of these, the vast majority are residential connections (94%), with the majority of residential connections being single-family residential (3,712 connections).

The city is almost entirely built-out. Existing development within the city is characterized by residential neighborhoods at varying densities, with commercial uses concentrated along Pacific Coast Highway, Lomita Boulevard, Crenshaw Boulevard, Narbonne Avenue, and Western Avenue. Much of the city is comprised of single-family residential homes with many large lots providing in-fill housing opportunities. Narbonne Avenue includes a combination of residential, commercial, and mixed-use of which the northern section is a quaint downtown and civic center area. The commercial corridors are underutilized and offer potential locations for new commercial, mixed-use, and high-density residential in accordance with the goals and objectives of the recently updated Housing Element. With its proximity to employment centers, coupled with its central location and excellent neighborhoods, Lomita is poised to leverage its location for continued housing, job creation, and economic growth that can improve the quality of life for residents. A key issue in planning for and facilitating the level of growth called for in the City’s Housing Element and upcoming General Plan update is utilization of land use, design, and development standards that strategically protect the low-density neighborhoods while supporting more intense development along the commercial corridors.

Table 2-7: Land Use Summary

Land Use Type	Area (acres)	Percentage of Total City Area
Low Density Residential (LDR) ¹	610	60%
Medium Density Residential (MDR)	49	5%
High Density Residential (HDR)	46	4%
Commercial	111	11%
Mixed Use	89	9%
Public/Institutional ²	94	10%
Industrial/Manufacturing	15	1%
TOTAL	1014	100%

Notes:

¹ Includes mobile home parks and parcels labeled as "Residential (Agricultural)" in City-provided shapefile.

² Includes schools, parks, and other open space areas.

III. BACKGROUND

General Plan

Lomita’s General Plan was last comprehensively updated and adopted in 1998 with various amendments since. Of note, in 2005 and 2014, a General Plan Advisory Committee (GPAC) provided recommendations related to economic development, downtown revitalization, and circulation improvements. The current General Plan is comprised of 8 elements.

<i>Lomita General Plan Element</i>	<i>Update Status</i>
Safety	Updated & adopted December 2021
Housing	Updated & certified October 2022
Land Use	Update triggered by Housing Element update (rezone required by October 2024)
Circulation	Update required by January 2025 per SB 932
Resource Management (Open Space & Conservation)	Update required by January 2026 per SB 1425
Noise	Update triggered by Land Use update
Economic Development	Updated 1998; to be incorporated into other elements
Implementation	Updated 1998; to be incorporated into other elements

This General Plan update is envisioned as a major update of the Land Use, Circulation, Open Space, and Noise elements, although minor revisions to the Housing Element and Safety Element may be necessary to provide consistency with the other elements. The Economic Development and Implementation elements are anticipated for incorporation into the other elements to ensure these factors are considered in all aspects of future planning and development. The Consultant is strongly encouraged to recommend an approach or vision for this project that will result in an innovative, user-friendly General Plan document that promotes thoughtful consideration of the future needs of the community and allows adequate flexibility for the changing needs of the Lomita’s residents.

Zoning Code

The City’s current zoning code is decades old and has been modified through various amendments to keep up with changes and new State requirements. The City is considering a complete overhaul of its current Zoning Ordinance and Map to be consistent with the updated General Plan. This would involve a repeal and replacement of the existing code. If not recommended, the City expects draft ordinances in accordance with the final adopted elements. The state of the current zoning code is as follows.

- The code includes antiquated use tables, use classifications, and land use definitions.
- It contains standards that are outdated, difficult to administer, and difficult to find.
- It is not user-friendly and lacks graphics to improve readability.
- The code does not reflect recent changes resulting from legal decisions and changes to state laws (i.e. SB 35, Telecommunications, WELO, etc.)
- The code lacks the ability to address modern development trends and patterns in the city's corridors, mixed-use and overlay areas.

Progress on Housing Element Programs

While the City does not seek further assistance on the recently adopted Housing Element, the Update will include progress on the following Housing Element programs.

- Program 3 – analysis of mobile home park regulations;
- Program 7 – affordable and mixed-income housing incentives and density bonus incentives paired with objective development standards;
- Program 11 – objective design standards to facilitate increase in density;
- Program 12 – allow standalone residential in Mixed-Use Overlay; additional lot consolidation incentives; increase permitted density along Lomita Blvd.;

- Program 13 – permit large care residential facilities in commercial and mixed-use zones;
- Program 14 – rezone due October 15, 2024;
- Program 27 – reduce multifamily parking requirements; reduce religious institution parking requirements in exchange for housing development consistent with AB 1851;
- Program 28 – coordinate with developers to identify areas idea for density minimum implementation;
- Program 29 – update regulations in response to legislative amendments; streamline and simplify housing regulation; and
- Program 30 – consider an inclusionary ordinance to pair with the rezoning of sites based on an economic feasibility analysis.

Resources

The City recommends review of the following documents when preparing the proposals.

- Existing City of Lomita General Plan: lomitacity.com/general-plan
- Lomita Zoning Code: library.municode.com/ca/lomita/codes/code_of_ordinances
- Downtown Design Guidelines: lomitacity.com/wp-content/uploads/2021/11/Downtown-Design-Manual.pdf
- Bicycle and Pedestrian Master Plan: lomitacity.com/wp-content/uploads/2021/11/Lomita-BPMP_Final2.pdf
- 2022 Water Master Plan: lomitawater.com/conservation
- Urban Water Master Plan: <https://www.lomitawater.com/wp-content/uploads/2021/06/Lomita-FINAL-2020-UWMP-June-2021.pdf>

IV. SCOPE OF WORK

The Consultant will develop a final work program in conjunction with City staff. The scope of work for the update to the City’s General Plan, Zoning Ordinance and Map, and objective design and development standards should include the following.

1. Project and Community Outreach

- a. A General Plan Advisory Committee (GPAC) will be appointed by City Council and formed with the assistance of the Consultant, consisting of members from the Parks and Recreation Commission, Public Safety and Traffic Commission, Lomita Chamber of Commerce and at-large community members.
- b. A Technical Advisory Committee (TAC) will be comprised of technical experts from City departments and partner agencies to provide feedback and ensure plan concepts can be achieved.
- c. The Consultant(s) will lead a community survey to understand the community’s wants, needs, and concerns.
- d. A website will be created within the City’s existing website or separately for the General Plan and Zoning Code Update, so residents and community members can follow along with the project timeline as well as important dates, documents, and events.
- e. The Consultant(s) will provide language to be included within the City’s newsletter regarding project updates.
- f. The entire project will be branded with one simple and exciting phrase and logo.
- g. Consultant(s) will be expected to attend any public hearings or community workshops (projected 8 public hearings, 4 community workshops, and 8 GPAC meetings).

2. Existing Conditions Report

- a. Consultant(s) will produce an “Administrative Draft Existing Conditions Background Report” containing a summary of findings, data, assumptions, and a draft outline of the preliminary General Plan.
- b. Based on the Draft Existing Conditions Report, prepare a Strengths, Weaknesses, Opportunities, and Threats (S.W.O.T.) Analysis of the existing General Plan and zoning ordinance. City staff will detail the experience working with the existing General Plan and zoning ordinance and prioritize a list of major policy issues.
- c. The Consultant(s) and Planning staff will facilitate TAC and GPAC review of the draft report.
- d. Based on TAC and GPAC comments, the Consultant(s) will revise and update the document to create the Final Background Report.
- e. The Final Report will be presented to both the Planning Commission and City Council at a joint study session.

3. Evaluating Alternatives

- a. Land Use Alternatives and Policy Option Topic - The Consultant(s) and staff will develop an existing trends scenario and alternative Land Use concepts. The Consultant(s) will prepare at least one land use alternative concept that focuses on future growth and development to the existing undeveloped and/or underutilized areas within the city. In addition to land use concepts, the Consultants and staff will identify policy option topics to address key programmatic issues and opportunities. The Consultants and staff will review existing land use designations and develop a set of updated land use designations on which to base the land use alternative concepts. The land use designations will include allowed uses and standards of population density and building intensity as well as guidelines for urban form. The designations will be illustrated with graphics and images to show the intended development outcome. The Consultants will provide technical analysis to estimate a balanced land supply for the different components of market demand through the planning horizon year.
- b. Evaluate Growth Alternatives and Identify Policy Options - Using the Alternatives Concepts, the Consultant and staff will develop population and employment projections based on buildout of each alternative. The Consultant will evaluate the land use alternatives in terms of impacts on an identified set of topics, such as existing/programmed public facilities or networks, the natural environment, the economy, greenhouse gas emission reduction, and City finances. The Consultant will address the fiscal implications of each alternative in five-year increments within the 20-year planning horizon. The Consultants and staff will develop policy options to address identified key assets, issues, and opportunities.
- c. The Consultant(s) and Planning staff will facilitate TAC and GPAC review of the draft alternatives report.
- d. Based on direction from the Planning Commission and the City Council, the Consultants and staff will prepare a Preferred Alternative land use diagram and description, as well as a set of preferred policy options to address identified assets, issues, and opportunities.

4. **Administrative Draft General Plan**
 - a. Consultant is to prepare comprehensive implementation strategy that includes specific, feasible actions the City will undertake to implement each of the goals, policies, and objectives.
 - b. An administrative draft shall be prepared for review by City staff and the TAC. Comments shall be incorporated into the public review draft.

5. **Draft General Plan Update**
 - a. The consultant shall conduct GPAC and community meetings, along with other methods of outreach, following preparation and release of the draft to present the plan and to receive public comment and input.
 - b. Public Review Draft- 6 hard copies plus electronic copy in Word and PDF format.
 - c. Planning Commission and City Council public hearing(s) on Draft (attendance/facilitation and meeting materials, including staff report, as necessary).
 - d. At the discretion of the City, joint meetings of the City Council and Planning Commission may be convened and shall constitute as one meeting.

6. **Final General Plan Update**
 - a. Consultant shall make any final revisions to the General Plan based on changes adopted by the City Council. Consultant shall coordinate printing of the adopted General Plan as may be necessary.
 - b. Adopted General Plan- 10 hard copies plus electronic copy in Word and PDF format; graphics/maps in GIS shapefiles.

7. **Zoning Code and Map Update** - The Update will require amendments to conform to the recently adopted Housing Element and policy direction from the General Plan update, including but not limited to the following.
 - a. Rezoning due October 15, 2024 per State mandate
 - b. Use regulations identifying permitted and conditionally permitted uses consistent with the policies applicable to the General Plan land use designations
 - c. Minimum and maximum development intensities consistent with the General Plan land use policies
 - d. Updates for residential development standards including mobile home park regulation, affordable and mixed-income housing incentives, allowance of standalone residential within mixed-use areas, additional lot consolidation incentives, density bonus incentives update, increased permitted density along Lomita Blvd., allowance of large care residential facilities in commercial and mixed-use zones, reduced multifamily parking requirements, reduced religious institution parking requirements in exchange for housing development consistent with AB 1851, coordination with developers for identification of areas for density minimum implementation, streamlined and simplified housing regulation, updated regulations in response to legislative amendments, and consideration of an inclusionary housing ordinance paired with the rezoning determined through an economic feasibility analysis
 - e. Establishment of new base districts and/or overlay districts as appropriate
 - f. Objective Design and Development Standards - The City is interested in creating a thorough set of design guidelines to govern the development of various uses including single-family residential, multiple-family residential, commercial, and mixed-use. The City expects this project to provide standards that will be consistent with the requirements

for objective standards in compliance with Senate Bill (SB) 35 (Government Code Section 65913.4) and the Housing Accountability Act, as amended in 2019 by SB 330. Prepare illustrated community design standards and guidelines for single-family and multiple-family residential, commercial, and mixed-use developments. Standards will reflect the variety of building types and architectural styles appropriate in the city and address topics such as, but not limited to:

- i. site planning
- ii. building massing and elements
- iii. building frontages
- iv. entrances
- v. building materials
- vi. landscaping
- vii. site lighting, footcandle standards
- viii. open space
- ix. Electric Vehicle Charging Stations per AB 1236 and AB 970

8. Environmental Analysis

- a. The Consultant shall prepare an Administrative Draft, Draft, and Final Environmental Impact Report (EIR) and conduct all public reviews in accordance with CEQA to create thorough and defensible CEQA documentation. In proposals, consultants should indicate whether use of a Program EIR or other form of EIR should be considered. The City is interested in exploring the possibility of a General Plan EIR that will assist in streamlining and exempting future projects from CEQA with the idea that the General Plan EIR can be used for such exemptions when projects are consistent with the General Plan.
- b. The Consultant shall be responsible for any and all procedural steps, including (but not limited to), the preparation of public notices, AB 52 & SB 18 Consultation, Notifications, Resolutions, Ordinances, Initial Study, Notice of Preparation, Notice of Completion, Notice of Determination, Filing Notices with County Offices, Filing Notices with the State Clearinghouse, providing notices to local and state agencies as needed, Statement of Overriding Considerations (if necessary), Facts and Findings and Responses to Comments. The Consultant shall also be responsible for scheduling and conducting scoping meetings. The scoping meeting shall include either meeting individually with or soliciting comments from all responsible, affected and trustee agencies in order to identify and discuss issues, actions, alternatives, potential and significant environmental effects and potential mitigation measures.
- c. The Consultant will prepare technical support report with appendices, including but not limited to traffic modeling, geotechnical, biological, air quality, noise, greenhouse gas emission reductions, and archeological reports. The City shall review and approve all documents prior to distribution by the Consultant. Policy and implementation programs shall be assessed for their impacts and mitigation measures shall be identified. The EIR shall reference pertinent analysis of the General Plan sufficient to allow for enactment of future development in the city. Cumulative and growth inducing impacts shall also be included in specific sections of the document; the EIR shall consider full “build-out” of the General Plan. A technical appendix clearly identifying all supporting documents shall be part of the EIR.
- d. A Mitigation Measures and Monitoring Program shall be prepared pursuant to CEQA. This document shall be a separately bound document from the EIR. The Consultant shall develop recommended implementation measures appropriate for each element and also

identify the appropriate party responsible for implementation, monitoring, capital costs and confirmation of implementation. Recommendations shall be developed for a mitigation monitoring system designed to ensure accomplishment of the General Plan goals.

9. The **Administrative Record** in both hard copy and digital formats
10. **GIS shapefiles** (.shp) shall be provided to the City within 45 days of completion of the project.
11. Prepare optional development of **Objective Standards Development Handout**. In the project budget, the cost of the item should be listed separately and independently. Please provide a separate estimate/proposal. If elected, the Consultant will prepare a handout that specifically outlines and depicts the objective standards. The document shall clearly identify when and how standards may be used.

The City expects the following throughout the process.

- Utilize the City's limited resources efficiently.
- Produce a simpler, cohesive, and more user-friendly Zoning Ordinance and Map.
- Create development and land use standards that are reflective of current trends and nomenclature broad enough to allow for future changes, including the new mixed use land use designations established by the existing and upcoming General Plan.
- Include graphics where helpful.
- Create a transparent, predictable, and consistent development review process.
- Promote high quality design.
- Integrate sustainable communities policies throughout and provide a path to improving outcomes on a range of environmental, economic, and social measures. This would be accomplished by analyzing the sustainability of community infrastructure systems and identifying potential sustainable infrastructure projects and improvements that touch on multiple elements of the Plan such as recreation, conservation, health, and economy, as well as sustainability.
- Respond to community concerns and ensure proper public engagement.
- Create flexibility and relief for development standards.
- Standardize, streamline, and simplify development review.
- Promote economic development, business retention, and expansion and optimize the mix, amount, types, and location of land uses with the goal of achieving the highest possible quality of life and best future fiscal and economic health for the city.
- Coordinate to the greatest extent possible with the recently completed Housing Element and Safety Element.
- Respect and maintain to the greatest extent possible Lomita's current attitude to government regulation and process in the development.

V. BUDGET

Consulting firms should include a detailed project budget for the scope of services. The budget shall include itemized person-hours, rates, and costs for all required work tasks. Subject to negotiation of a final agreement, it is anticipated that payments will be tied to task completion increments or other milestones. The City projects a total budget of around \$1-1.5 million for all products of the Update (Noise, Circulation, Open Space, and Land Use Elements updates, zoning code update with objective design standards, and all CEQA documentation).

VI. TENTATIVE SCHEDULE

<i>Date</i>	<i>Action</i>
February 22, 2023	RFP release
March 15, 2023 at 11:00 a.m.	Pre-Bid Informational Meeting for Interested Consultants via Microsoft Teams
March 16, 2023 by 5:30 p.m.	Addendum posted on City website with responses to questions and any changes to RFP requirements
March 27, 2023 at 9:00 a.m.	Proposals due
March 27-30, 2023	Interviews
April 3, 2023	Selection of consultant
April 18, 2023 at 6:00 p.m.	Contract approval and Notice to Proceed
2-3 years from Notice to Proceed	Contract term; Completion of project deliverable

VII. Proposal Requirements

Response to this RFP must include all of the following.

1. A statement about the firm that describes its experience as well as the competencies and resumes of the Principal and all professionals who will be involved in the work. This statement should describe the firm's level of expertise in the following areas:
 - Experience in preparation of General Plans, Zoning Codes, Objective Design Standards, CEQA, and other similar documents.
 - Ability to analyze and present information in an organized format.
 - Familiarity with public input processes and experience in handling presentation and dissemination of public information for review/comment.
 - Ability to thoroughly analyze hazards and develop related policies, goals, and implementation measures.
 - Graphic skills.
2. A list of similar projects completed by the firm with references for each such project, including the contact name, address, and telephone number.
3. Statement regarding the anticipated approach for this project and a scope of work outlining and describing main tasks and work products.
4. Identification of any information, materials, and/or work assistance required from the City for this project.
5. Detailed project schedule, including the projected timing of each work task.
6. Information about the availability of all professional staff who will be involved with the project.
7. If the proposal involves a joint venture or subcontractors, identification of the firm(s) and describe related experience working on a multi-firm team.

8. The anticipated project cost, including:
 - A not-to-exceed total budget amount.
 - The cost for each major sub-task identified in the scope of work.
 - The hourly rates for each person who will be involved in the work.

VIII. Evaluation Criteria & Selection Process

Firms will be selected for further consideration and follow-up interviews based on the following criteria.

- Relevant work experience
- Completeness of the proposal
- Overall project approach
- Qualifications of key project team members
- Design and attention to detail
- Proposed project cost

Following the selection of the most qualified firm, a final professional services agreement including budget, schedule and final Scope of Services will be negotiated before execution of the agreement.

The City shall attempt to negotiate an agreement to perform the work with the proposer considered to be the most qualified. Should the City be unable to negotiate a satisfactory agreement with the proposer to be most qualified, at a price the City determines to be fair and reasonable, negotiations with that proposer will be formally terminated. The City shall then undertake negotiations with the next qualified proposers individually until an agreement is reached.

These RFP procedures prohibit the practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful considerations, and prohibit City employees from participating in the selection process when such employees have a relationship with a person or business entity seeking an agreement under this RFP that would create a conflict of interest.

The City of Lomita reserves the right to reject any or all proposals, to modify the RFP, or to cancel the RFP.

IX. QUESTIONS

Questions about the proposal may be directed to Brianna Rindge, AICP, Community and Economic Development Director at (310) 325-7110, Ext. 122 or b.rindge@lomitacity.com (email is preferable). All questions regarding this RFP must be received by **Wednesday, March 15, 2023 at 12:00 p.m.** Responses to questions and/or changes to the requirements of this RFP will be by addendum posted on the City's [website](#) by **Thursday, March 16, 2023 by 5:30 p.m.** No addendum will be issued after this date. The consultant is responsible for checking the [City website](#) for any addenda prior to submitting a proposal.

X. Submission Requirements

One electronic copy in PDF format of the proposal must be received no later than **9:00 a.m. on March 27, 2023**. Hard copies are not required. Proposals should be submitted via email to:

Brianna Rindge, Community and Economic Development Director
b.rindge@lomitacity.com

Other Requirements:

- The proposal shall be signed by an authorized official of the responding firm.
- The proposal shall be valid for a minimum of 90 days.
- The City reserves the right to reject any and all proposals.
- The terms and scope of the contract will be finalized through professional negotiations between the City and the Consultant. If the City and the Consultant fail to reach a contractual agreement, the City may renegotiate with any other top selected Consultant.

XI. Limitations

- All reports and pertinent data or materials shall become the sole property of the City and may not be reproduced without the explicit written permission of the City.
- No compilation, tabulation, syntheses, or analysis of data, nor definition, opinions, etc., should be anticipated by the proposer from the City, unless volunteered by a responsible official in that agency. Good business practice, such as formal letters of request, and making of appointments, should be followed.
- The Request for Proposals does not commit the City to award a contract, to pay any costs incurred in preparation of the proposal, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals, if it is in the best interests of the City to do so. The City may require the proposer selected to participate in negotiations, and to submit such price, technical, or other revisions of their proposals as may result from such negotiations.

Exhibits

- A. City Professional Services Agreement Template



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND _____**

This AGREEMENT for _____ is entered into this _____ by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and _____ ("CONSULTANT").

RECITALS

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for _____.
- C. CONSULTANT warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONSULTANT to perform the services as described in **Exhibit A** of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, CITY and CONSULTANT agree as follows:

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT an amount not to exceed \$_____, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month,

its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in the CONSULTANT'S bill within 30 days after it is received.

2. **SCOPE OF SERVICES.**

A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. **PAYMENTS.** For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. **TIME OF PERFORMANCE.** The services of CONSULTANT are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A,**" unless extended in writing by CITY.

5. **FAMILIARITY WITH WORK.** By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. **KEY PERSONNEL.** CONSULTANT's key person assigned to perform work under this Agreement is _____. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.

7. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on _____, unless earlier termination occurs under Section 11 of this Agreement, or extended in writing in advance by both parties.

8. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written

agreement between the parties.

9. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.
10. **PERMITS AND LICENSES.** CONSULTANT will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
11. **Laws and Regulations; Employee/Labor Certification.** CONSULTANT shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONSULTANT shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause.
12. **TERMINATION.**
 - A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
 - B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
 - C. In the event of such termination, CONSULTANT shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
 - D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
13. **INDEMNIFICATION.**
 - A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse CITY its costs of defense, including without limitation reasonable

attorneys' fees, expert fees and all other costs and fees of litigation. CONSULTANT shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

14. **ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

15. **INDEPENDENT CONSULTANT.** CITY and CONSULTANT agree that CONSULTANT will act as an independent CONSULTANT and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

16. **AUDIT OF RECORDS.**

A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

17. **CORRECTIVE MEASURES.** CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as

determined by CITY to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

18. INSURANCE REQUIREMENTS.

- A. CONSULTANT, at CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
1. Workers Compensation Insurance as required by law. CONSULTANT shall require all subconsultants similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONSULTANT for CITY.
 2. General Liability Coverage. CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 3. Automobile Liability Coverage. CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 4. Professional Liability Coverage. CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by its employees, subconsultants, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONSULTANT also agrees to require all CONSULTANTS, and subconsultants to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONSULTANT shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before

commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.

F. Failure on the part of CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 11 above.

G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT'S behalf upon CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

19. **USE OF OTHER CONSULTANTS.** CONSULTANT must obtain CITY'S prior written approval to use any CONSULTANTS while performing any portion of this Agreement. Such approval must include approval of the proposed CONSULTANT and the terms of compensation.

20. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, sub-CONSULTANTS and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, sub-CONSULTANTS and agents.

21. **CORRECTIONS.** In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during CITY'S review of CONSULTANT'S report or plans. Should the CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to

CONSULTANT. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

22. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u> <u>ATTN: City Manager</u>	 <u>ATTN:</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

24. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

25. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

26. INTERPRETATION. This Agreement was drafted and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

27. **ENTIRE AGREEMENT.** This Agreement and its Attachments sets forth the entire understanding of the parties. There are no other understandings, terms, or other agreements expressed or implied, oral or written.
28. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
29. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
30. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
31. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
32. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
33. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
34. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private CONSULTANTS, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

35. **DISCLOSURE REQUIRED.** (CITY and CONSULTANT initials required at one of the following paragraphs.)

By their respective initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is a "CONSULTANT" for the purposes of the California Political Reform Act because CONSULTANT'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONSULTANT employed by CITY. CONSULTANT hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to CONSULTANT commencing services hereunder, the City's Manager shall prepare and deliver to CONSULTANT a memorandum detailing the extent of CONSULTANT'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials _____

CONSULTANT Initials _____

OR

By their initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is not a "CONSULTANT" for the purpose of the California Political Reform Act because CONSULTANT'S duties and responsibilities are not within the scope of the definition of CONSULTANT in Fair Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY'S Conflict of Interest Code.

City Initials _____

CONSULTANT Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF LOMITA

CONSULTANT

Ryan Smoot, City Manager

By:

TITLE

ATTEST:

Kathleen Horn Gregory, City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

City Attorney