

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 1st day of December, 2015 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and LILLEY PLANNING GROUP, a California Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide Planning Consulting Services as more fully described as Exhibit "A"; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Ninety Three Thousand Dollars (\$93,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests

and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of Seven (7) months, ending on June 30, 2016, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, Consultant and City may mutually agree, in writing, to renew the contract for up to two (2) term periods of one (1) year each.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises

owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "D" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City CEO or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:
Lilley Planning Group
564 S. Brea Blvd.
Brea, CA 92821
Tel: (714) 672-9906
Fax:(714) 672-9908
Email: ray@lilleyplanning.com
Attn: Jennifer Lilley

IF TO CITY:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5610
Fax: (714) 754-4856
Email: minoo.ashabi@costamesaca.gov
Attn: Minoo Ashabi

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this

shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this

Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this

Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA
A municipal corporation

Mayor

Date: _____

CONSULTANT

REDACTED

Signature

Date: 12-04-15

RAYNOLD F. PASCUA, PRINCIPAL
Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa



//
//

APPROVED AS TO FORM:

REDACTED

City Attorney

Date:

12/11/15

APPROVED AS TO INSURANCE:

REDACTED

Risk Management

Date:

12-9-15

APPROVED AS TO CONTENT:

REDACTED

Project Manager

Date:

12-7-15

DEPARTMENT HEAD APPROVAL

REDACTED

Gary Armstrong, Development Services Director

Date:

12-7-15

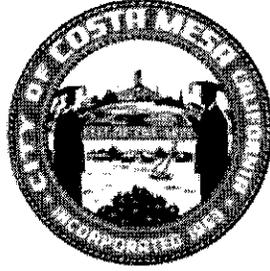
REDACTED

Interim Finance Director

Date:

12.9.15

EXHIBIT A
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

FOR

Planning Consultant

RFP No. 16-04

FAST TRACK

Development Services Department

CITY OF COSTA MESA

Released on Wednesday, October 14, 2015

**PLANNING CONSULTANT
REQUEST FOR PROPOSAL (RFP 16-04)**

Dear Proposers:

The City of Costa Mesa (hereinafter referred to as the "City") is requesting proposals from a qualified public entity or private firm, to establish a contract for a professional consulting services related to a **Senior or high-level Associate Planning Consultant**. The term is expected to be for one year with a one year option to renew.

1. BACKGROUND

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with a General Fund budget of over \$118 million.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 110,757 and has a land area of 16.8 square miles. It is located in the southern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" and provides a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza, secures its place as the highest volume regional shopping center in the nation.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

| | |
|---|-------------------------|
| Release of RFP | October 14, 2015 |
| Deadline for Written Questions (4:00 PM) | October 20, 2015 |
| Responses to Questions Posted on Web | October 22, 2015 |
| Proposals are Due (4:00 PM) | October 26, 2015 |
| Approval of Contract (City Council Approval Required) | November 2015 |

*All dates are subject to change at the discretion of the City

3. SCOPE OF WORK

The City of Costa Mesa invites you to submit a proposal for a **Planning Consultant**:

- Senior Planner or high-level Associate Planner;
- Full-time, 40 hours per week through June 30, 2016. Contract may be extended based on workload needs;
- Respond to planning and zoning inquiries at the public counter is an essential service;
- Review all construction plans prior to submission for plan check;
- Assists in the coordination of a major segment of the City's planning and zoning functions and activities including General Plan implementation, current, advance and environmental planning;
- Participates in special planning, zoning and environmental studies;
- Helps coordinate activities with other sections, divisions or departments;
- Researches, analyzes, collects and interprets a wide variety of data relating to planning and zoning projects, land use, social economic and population matters;
- Meets with developers, engineers, property owners, contractors and other individuals to discuss, advice, explain processes and suggest improvements regarding potential projects, pre-applications, development applications, feasibility analysis, conceptual development plans and code interpretation;
- Plans, coordinates, and participates in the preparation of planning projects and drafting plans, and in tabulating and compiling survey data for reports;
- Performs research, planning, and technical analysis for complex planning projects, and prepares reports of studies;
- Develops and maintains good working relationships with other city departments, other jurisdictions, and the public;
- **Other related work may be required as requested by the City's project manager.**

4. PROPOSAL FORMAT GUIDELINES

Interested entities or contractors are to provide the City of Costa Mesa with a thorough proposal using the following guidelines:

Proposal should be typed using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer's response:

- **Vendor Application Form and Cover Letter**

Complete Appendix A, "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California and the office from which the project will be managed.

- **Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion,

including a complete transition plan. Include your plan to deal with fluctuation in service needs and any Senior or high-level price adjustments.

4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
6. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City, if applicable.

- **Staffing**

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.¹ Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

¹ Hourly rates for the proposed personnel shall be set forth on Appendix D.

A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

For private Proposers, provide at least three references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Fee Proposal**

All Proposers are required to use the form in Appendix D to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated (**the City of Costa Mesa is seeking hourly rates**). Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. ***Any past or current business relationship may not disqualify the firm from consideration.***

- **Sample Agreement**

The firm selected by the City will be required to execute an Agreement for Services (Agreement) with the City. The form of the Agreement is enclosed as Appendix B, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement. See Section 13, below.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with proposals

- (1) Vendor Application Form
- (2) Ex Parte Communications Certificate
- (2) Price Proposal Form
- (3) Disclosure of Government Positions
- (4) Disqualifications Questionnaire

6. PROCESS FOR SUBMITTING PROPOSALS

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Number of Proposals**

Submit **one original, three (3) hard copies plus one disk/flash drive copy** of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

- **Submission of Proposals**

Complete written proposals must be submitted in sealed envelopes marked and received no later than 4:00 p.m. (P.S.T) on Monday, October 26, 2015 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

City of Costa Mesa
City Hall
Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200
RE: Planning Consultant
RFP No. 16-04

- **Inquiries**

Questions about this RFP must be directed in writing, via e-mail to:

Willa Bouwens-Killeen, Zoning Administrator
willa.bouwens-killeen@costamesaca.gov

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, <http://www.costamesaca.gov/Modules/ShowDocument.aspx?documentid=19749>; Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than **4:00 PM (P.S.T.) October 20, 2015**. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of

Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

7. EVALUATION CRITERIA

The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

- 1. Understanding of work to be performed----- **30%**
- 2. Project team: Technical expertise and experience--- **35%**
- 3. Firm's related experience and references----- **20%**
- 4. Proposal responsiveness-----**15%**
- Total**-----**100%**

8. EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. Initial Proposal Review

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not

considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. **Interviews, Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, **if held**, will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

9. PROTEST PROCEDURES

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to

receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

10. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

11. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications form (Appendix C) with their proposals certifying that they have not had or directed prohibited communications as described in this section.

12. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

13. DISCLOSURE OF GOVERNMENTAL POSITION

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form." (See Appendix F.)

14. CONDITIONS TO AGREEMENT, IF ANY.

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Appendix B to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

15. DISQUALIFICATION QUESTIONNAIRE

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

16. STANDARD TERMS AND CONDITIONS

Amendments

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's; Proposers should check this web page daily for new information.

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

Insurance Requirements

City requires that licensees, lessees, and vendors have an **approved** Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified within Appendix B.

**EXHIBIT B
CONSULTANT'S PROPOSAL**

Proposal for:

On-Call Planning Consulting Services for the Planning Department of the City of Costa Mesa

October 26, 2015

Prepared for:

City of Costa Mesa
City Hall
Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628 – 1200
RE: Planning Consultant
RFP No. 16-04

Prepared by:

PLANNING GROUP

564 South Brea Boulevard
Brea, California 92821
Phone: 714.672.9906 web site: www.lilleyplanning.com

October 26, 2015

Ms. Willa Bouwens – Killeen
Zoning Administrator
City of Costa Mesa
Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200

Subject: Proposal for Planning Consultant for the Development Services
Department of the City of Costa Mesa, RFP 16-04.

Dear Ms. Bouwens – Killeen:

Thank you for the opportunity to submit our response to the City of Costa Mesa's request for planning consultant services. Lilley Planning Group has provided planning services for over 20 years to more than 40 communities in California and is excited to be considered for work with the City of Costa Mesa. We have a dynamic team of professionals immediately available to provide the services requested by the City of Costa Mesa.

The planners with our firm began consulting after working in various planning positions for local governments. This past experience has familiarized them with the professionalism and commitment to excellence providing planning services for a public agency demands. Our accomplished staff is led by a team of principals, each with 15 to more than 25 years of experience providing planning services to municipalities. This expertise and background has cultivated a wide range of knowledge in the field of planning adding value to your organization.

We are known for our on-call services for municipal clients. This is our niche in the industry and we take great pride ensuring we provide high quality and responsive services that are tailored to each of our client's needs. We have professional staff available to assist the City of Costa Mesa in a timely, professional and experienced manner. Given our expertise and background, minimal training time is necessary, and we exceed the expectations of our clients. Our staff has expertise in discretionary case

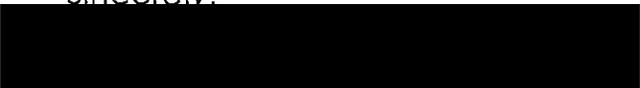


processing, code compliance, project management and environmental review. We are pleased to have these individuals as part of our team and know that they will bring exceptional skills to the work for the City of Costa Mesa. We have skilled Associate and Senior planners available for you to consider for the work you anticipate, as well as Planning Technicians, Assistant, and Principal planners, should the need arise for those services.

To ensure you receive the highest level of service and projects run smoothly and stay on schedule, we will provide for you proactive solutions, consistent communication, and solid coordination. The Lilley Planning Group will work with the City of Costa Mesa to quickly respond and provide the City a planner or an experienced team of professionals offering you the best options with respect to level of experience, qualifications, and expertise. Our firm has previously provided planning staff services to the City of Costa Mesa and is familiar with the community and planning processes and expectations of the city.

Our company is committed to adapting our services to your organization and complementing your existing processes to fully meet and exceed your standards. We appreciate your time in reviewing our proposal. We are confident you will find our capabilities; technical expertise and staff are the right fit for your on-call planning needs. I look forward to the opportunity to speak with you about our services and the needs you anticipate, now and in the future.

Sincerely,



Raynald F. Pascua, Principal
Lilley Planning Group
564 South Brea Boulevard
Brea, CA 92821

714.672.9906
ray@lilleyplanning.com

1. Background and Project Summary:

We understand that the City of Costa Mesa is a general law, "full service" city. It is a major industrial and commercial center in south Orange County, with high profile public and private venues. We have worked with several communities similar to Costa Mesa, including Huntington Beach, Irvine, Anaheim, and Lake Forest. We understand that the City has a need for a full-time high level associate planner or a full-time senior planner level to start immediately. Our firm specializes in providing these services to public agencies in California. We have professional staff available to assist the City of Costa Mesa in a timely, professional and experienced manner. The following is a summary of our approach to planning services:

- * Reviewing and processing all aspects of current planning applications;
- * Advising and assisting the public and other City departments with planning applications;
- * Assisting with issues and problems for pending projects and applications and consulting with the applicant or other parties;
- * Assisting with establishing General Plan goals, policies and implementation programs;
- * Reviewing, analyzing, coordinating related planning activities;
- * Preparing written staff reports for consideration by the Commissions and City Council;
- * Managing all aspects of assigned projects including noticing and CEQA requirements;
- * Conducting research and special studies;
- * Preparing zoning code amendments, General Plan updates and other policy documents as necessary, including research and public workshops;
- * Attending and making presentations to the Planning Commission and/or City Council and respond to questions as requested; and
- * Providing guidance and oversight to City Planning staff.

We have a proven track record for providing planning staff that is the best match possible to the clients we serve. We look for professionals with the technical competency to meet the requested services of our clients as well as the ability to

fit into the organization they will be assigned. We believe you will find we employ highly qualified and experienced professionals whose skills meet those requested by our clients and whose qualifications and previous responsibilities are a strong match to the needs of your agency. We do this by employing the following practices:

- ◆ Our clients have the opportunity to interview our staff before placing them in any assignment.
- ◆ Our planners have experience working for public agencies prior to working with us.
- ◆ The Lilley Planning Group knows our reputation is our most valuable asset. To protect it we do not over commit our staff and we only commit to work our staff has the qualifications to perform.
- ◆ Our staff maintains their professional development and we provide extensive training in project management, land use law, CEQA, writing and public presentations skills.
- ◆ We maintain regular office hours to be accessible and available when needed.
- ◆ We consistently meet departmental standards including: deadlines, quality of work products, courtesy and accessibility, accuracy of reports and information given to the public, and responsiveness by gaining a firm understanding of expectations and maintaining consistent communication with our clients.
- ◆ The Lilley Planning Group is committed to providing planning services that are cost effective while maintaining productivity standards.

2. Methodology/Services to be provided:

The Lilley Planning Group is interested in proposing for Planning Consultant Services to provide high level associate or senior planner services. The following discussion addresses the various technical services anticipated for the City of Costa Mesa as outlined and described in the Scope of Work. We have included a brief description of our services and approach. We understand and provide services to process applications for Use Permits and Administrative Use Permits and Project Management through dedicated professional planning staff for consideration by the Planning Commission and City Council including preparation of draft and final planning documents, CEQA review and management and the staff reports, presentations necessary to review projects and process through the system, and providing planning information to the

public. In order to accomplish these tasks, on-call contract services may include but are not limited to the following tasks:

A. Respond to planning and zoning inquiries, provide general planning information to the public, review all construction plans prior to submission for plan check

All of our team members are skilled at reviewing the City's historical files, zoning map, zoning code and other data and files to respond to inquiries at the public counter.

We also learn the frequently asked questions (i.e. business license, special events, building inspection request, etc.) that typical visits to City Hall deal with and we provide as much assistance as possible and help provide "one-stop-shopping" for questions and needs.

Our planners are well versed in determining when a project is ready for plan submittal. Our professional team is known for our organization and of all of our cases. We are committed to adding value to the organizations we serve. We understand the importance and critical nature of the paper and electronic files of your Department. We see it as our responsibility to our client to keep accurate files throughout the process. We keep all necessary documents in the case file in an organized and compliant manner so anyone can pick up a case file in our absence and find information needed to keep the project moving or provide details to anyone that might inquire. When a project is completed we take great pride in ensuring the case file includes all final documents, signed originals and all other important pieces for the case history as per City standards.

B. Preparation of staff reports for review by the Zoning Administrator Planning Commission and City Council as required.

Our professional team has experience processing thousands of discretionary cases for many jurisdictions and has developed best practices to manage multiple projects' deadlines, maintain responsiveness applicants and the community, and to prepare clear and



concise staff reports. We believe it is important to keep communication open among all decision makers, staff, developers, business owners and the communities we serve. We also see it as our role to proactively coordinate this effort for consistency and time efficiencies. We work with other department coordinators to gather their input and provide it quickly and accurately to the applicant. We are available and attend development review committee meetings and provide clear, concise information to inform the team of the project and the challenges that are present. We take the time to thoroughly review each case to ensure we understand the history and the policies and procedures of the City. We draft our reports and make our recommendations with clear and accurate findings so that appointed officials can easily come to a decision on a project.

C. Coordinate and participate in the preparation of planning projects, drafting plans, tabulating and compiling survey data for reports. Perform research and technical analysis for complex planning projects.

We manage cases and conduct all levels of review from field inspections, plan analysis, code research and interpretation, production of reports and resolutions, develop recommendations and supporting findings for action by staff or city officials. We offer environmental analysis, review, documentation and management.

We provide entitlement processing for conditional use permits, site development permits, subdivision maps, sign programs, variances and other discretionary and administrative applications.

We are skilled at working with applicants to help them find solutions to meet the code or conform to design guidelines or other special policies. We provide excellent customer service and are responsive to the needs of both the applicant and the City. We clearly explain the planning process, timelines, the need for technical studies, revisions to the project, and coordinate with other departments to ensure a successful outcome.

D. Attendance at staff and public meetings as needed.

Our planners have solid presentation skills and have provided services to city councils, commissions, and community groups presenting development applications and reports, and preparing and holding study sessions on policy recommendations. We are often commended for the ability our staff has to take complex issues and present them in a way that is clear and easy to follow without the use of unnecessary jargon. We are passionate about working with stakeholders on projects to communicate the direction of the City early in the process so they understand what the goals are and how to be a part of the ultimate solution. We are very skilled at working with developers and contractors and understand what their needs and concerns are and we believe that we have strong skills communicating with all of these various participants in the process. We integrate ourselves as members of the staff and collaborate very well with City Planners and other city employees.

E. Review applications and projects as needed for compliance with the California Environmental Quality Act (CEQA). This may include outside review of other organizations for CEQA compliance.

Our professional planners are well versed in current environmental law and documentation. We are prepared and able to process projects to include any applicable CEQA process. Our staff is thorough in their approach and prepares documents that are defensible and meet all local, State and Federal requirements. We can prepare initial studies, notices of preparation, negative declarations, mitigated negative declarations and monitoring programs, notice of determinations, response to comments and various other necessary CEQA documents. We have managed hundreds of consultant teams preparing these documents as well and we bring our project management skills to add value to this work as well. Finally we have reviewed and commented on hundreds of CEQA documents from outside organizations and

adjacent agencies. We review these documents to ensure the City's needs are represented and comments and concerns are raised early and monitored throughout the entire CEQA review process.

The Lilley Planning team has experience providing peer review, response to comments, initial studies, negative declarations, mitigation monitoring plans and environmental impact reports for city projects, capital improvement projects, community services, redevelopment as well as for reviewing and responding to outside organizational CEQA documents. We can be a great asset to the City to keep costs down and be efficient by using our skilled and experienced staff for this service. We also have the skills and ability to host scoping meetings and attend meetings on behalf of the City to ensure areas of concern are included in studies being done by outside agencies.

F. Develop and maintain good working relationships with other city departments, other jurisdictions and the public.

Our firm specializes in providing effective and efficient on-call planning services to public agencies. This is our niche. We understand our clients are looking for professional staff that understand the work and step into the assignments immediately and keep projects on track. They are typically looking for planners that can fit seamlessly into the organization and operate as an extension of staff. The Lilley Planning Group has that special professional that can integrate fully into a variety of environments to fit the style, communication, and approach to meet the specific character of the client city. Our firm is committed to providing great customer service to the city,

3. Staffing:

As a Principal of the Lilley Planning Group, **Raynald F. Pascua** would be the contract manager for this assignment. Ray will ensure you receive the highest level of service and responds to your on-call staffing needs. Ray is available to discuss our level of service, personnel, contract administration or any issues that may arise. Ray has been a professional planner for more than 25 years and now works with our talented team of Principals to run the operations of the firm and provide management of our contracts and team. In addition to his management role, Ray provides project management services to our clients processing large-scale development proposals and is the lead planner for the expedited case processing program.

John Ramirez, AICP, has over 16 years of land use planning and project management experience. He has worked for a variety of cities providing supervision and management of staff and projects. He has the breadth of experience, customer service focus, and ability to step into this role immediately to assist you in daily processing as well as long-range projects.

Liane Schuller, has over 25 years of professional experience in a variety of planning areas including general plan updates, zoning code updates, specific plans, and developing design guidelines. Ms. Schuller served as the Zoning Administrator for the City of Laguna Beach, managing their staff, overseeing daily operations, presenting projects and participating in public hearings. She also manages administrative and discretionary development applications, performs daily plan checks and design/environmental reviews; responds to zoning and land use inquiries, processes business licenses.

Amy Stonich, AICP, has over 17 years of professional experience in the public sector working for a variety of cities including small and large jurisdictions and coastal and urban communities in California. She has extensive experience working in current planning in a senior/management position and was also in charge of overseeing the code enforcement division at the City of Tustin. Ms. Stonich was an active Board Member of APA from 2007 to present and served as the 2014 APA California Conference Chair for Programs. She is the recipient of multiple awards from the APA for her part in the preparation of the First Street Specific Plan and in her role serving as a liaison for the Planning and Code Enforcement Divisions as the Co-Chair for the Neighborhood Improvement Task Force (NITF). This award winning Community Governance Committee coordinates multiple City departments and agencies to resolve complex community issues. Her leadership skill in this group and her work with other interdepartmental coordination is an example of her ability to build relationships for the benefit of the cities in which she works.

4. Qualifications and Experience:

Company Profile

The Lilley Planning Group is a full service, professional planning firm providing land use, environmental and on-site planning consulting exclusively to public agencies throughout California. Our mission is to provide outstanding, quality service to the clients and the communities we serve and ensure that we add value and make a positive impression with each assignment.

Jennifer Lilley, AICP, President of the firm, has been a professional planner for over twenty-five years and has focused the last twenty years of her career assisting more than 50 agencies with their planning needs. Because of our extensive experience and exclusive dedication to provide planning staff to public agencies, Lilley Planning is uniquely qualified to provide on-call services. We have assembled a team of experienced professionals to deliver high quality contract services. All of our staff has professional planning experience in the public sector, giving them a unique and thorough understanding of the processes we will be implementing and the challenges faced in city planning departments.

We have a proven track record providing professionals that have the technical competency to meet the requested services of our clients as well as the ability to fit into the organization they are assigned. We believe you will find that we employ highly qualified and experienced professionals whose skills, qualifications and previous responsibilities are a strong match to the needs of any agency. We do this by employing the following practices:

- Our clients have the opportunity to interview our staff before they are assigned.
- Our planners have experience working for public agencies prior to working with us allowing them to integrate seamlessly into department operations.
- The Lilley Planning Group knows that our reputation is our most valuable asset. To protect it we do not over commit our staff and we only commit to work that our staff has the qualifications to perform.
- Our staff maintains their professional development and we provide extensive training in project management, land use law, CEQA, writing and public presentations skills.
- We maintain regular office hours to be accessible and available when needed.
- We consistently meet departmental standards including: deadlines, quality of work products, courtesy and accessibility, accuracy of reports and information given to the public, and responsiveness.
- We ensure we have a firm understanding of expectations and maintain

consistent communication with our clients.

- The Lilley Planning Group is committed to providing services that are cost effective while maintaining productivity standards.

Client References:

Below are references for similar contract services. We have included more than the requested three to show the variety of clients we serve including large and average population cities, coastal communities, hillside cities, and built-out urban cities.

We are currently providing staff for a number of California cities. Our specialty is providing on-call planning services to cities and we are proud of the community partners with which we have the opportunity to work. We encourage you to contact our references and learn more about our services and staff. We have not been terminated from any of our contracts. Our clients have extended or entered into new agreements with our firm. We are very proud of the reputation and solid relations we have built.

| Service/Project Information | Reference Information |
|---|---|
| Professional Planning Services | City of Irvine Mr. Steven Higa Principal Planner 1 Civic Center Plaza Irvine, CA 92606 949.724.6404 shiga@ci.irvine.ca.us |
| Professional Staffing Services, Counter and Plan Check Services Presentations to Planning Commission and City Council | City of Huntington Beach Ms. Jane James, AICP Planning Manager 2000 Main Street Huntington Beach, CA 92648 714.536.5596 jjames@surfcity-hb.org |
| Professional Planning Services specializing in expedited project review services. Presentations to Planning Commission and City Council | City of Anaheim Mr. Jonathan Borrego Planning Services Manager 200 South Anaheim Blvd. Anaheim, CA 92804 714.765.5016 jborrego@anaheim.net |

| | |
|---|--|
| Project Management, Professional Planning Services, Housing Rehabilitation Administration | City of Mission Viejo Ms. Elaine Lister, AICP Development Services Director 200 Civic Center Mission Viejo, CA 92691 949.470.3024 elister@cityofmissionviejo.org |
| Services: On-Call Services. | City of Lake Forest – Dev. Services Department Ms. Gayle Ackerman Director 949.461.3500 25550 Commercentre Drive Suite 100 Lake Forest, CA 92630 gackerman@lakeforestca.gov |

5. Financial Capacity:

Proof of financial soundness to be provided separately: The firm is privately held and financials submitted with this proposal would then be public record. This could create vulnerability and unfair competition opportunities with our competitors. We are happy to provide proof of financial soundness; however, this documentation is not something the firm is comfortable providing for an on-call consulting contract proposal.

6. Fee/Price Proposal:

Classification/Title and Hourly Rate:

The Lilley Planning Group will perform consulting services based on the following breakdown of classification and title of hourly rates for key personnel. Our key personnel are primarily employees of the company. The hourly rate would not vary given contractor or employee status with the firm. See Exhibit C for Senior Planner & Associate Planner annual rate based on 40 hour/week.

The hourly rates are as follows:

| | |
|---------------------|----------|
| Principal Planner | \$110.00 |
| Senior Planner | \$90.00 |
| Associate Planner | \$75.00 |
| Assistant Planner | \$60.00 |
| Planning Technician | \$40.00 |

7. Disclosure:

The Lilley Planning Group has previously provided on-call planning services to the City of Costa Mesa. The Lilley Planning Group does not have any current business or personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee.

APPENDIX A



REQUEST FOR PROPOSAL
PLANNING CONSULTANT RFP No. 16-04
VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: Lilley Planning Group

Contact Jennifer Lilley Person for Agreement:

Corporate Mailing Address: 564 South Brea Blvd.

City, State and Zip Code: Brea, CA 92821

E-Mail Address: Ray@lilleyplanning.com

Phone: 714.672.9906

Fax: N/A

Contact Person for Proposals: Raynald F. Pascua

Title: Principal

E-Mail Address: ray@lilleyplanning.com

Business Telephone: 714.672.9906

Business Fax: N/A

Is your business: (check one)

NON PROFIT CORPORATION

FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION

LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL

SOLE PROPRIETORSHIP

PARTNERSHIP

UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

| Names | Title | Phone |
|--------------------|-----------|--------------|
| Jennifer A. Lilley | President | 714.672.9906 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Federal Tax Identification Number: 

City of Costa Mesa Business License Number: To be obtained

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

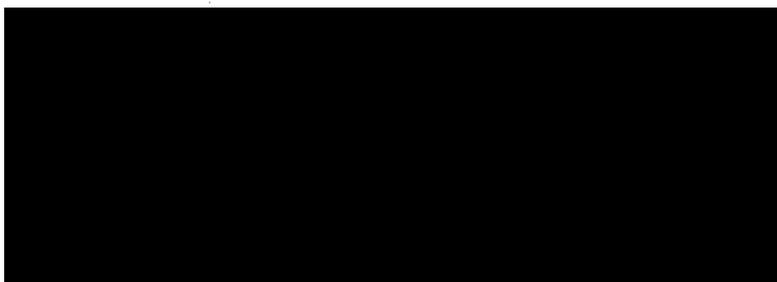
City of Costa Mesa Business License Expiration Date: _____

APPENDIX C

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Planning Consultant RFP No. 16-04 at any time after October 26, 2015.



QR

I certify that Proposer or Proposer's representatives have communicated after October 26, 2015 with a City Councilmember concerning the Planning Consultant RFP No. 16-04. A copy of all such communications is attached to this form for public distribution.

APPENDIX D

PRICING PROPOSAL FORM

PLANNING CONSULTANT RFP No. 16-04

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

| Employee | Hourly Rate | Hours worked | Total Cost | Overtime rate |
|----------|-------------|--------------|-------------|---------------|
| Senior | \$ 90.00 | 40 | \$3600/week | \$ N/A |
| | \$ | | | \$ |
| | \$ | | | \$ |

| | | |
|------------------------------|--------|---------------|
| Total Estimated Annual Price | Senior | \$ 187,200.00 |
|------------------------------|--------|---------------|

ADD ANY ADDITIONAL COST PROPOSAL SHEETS HERE

PRICING PROPOSAL FORM

PLANNING CONSULTANT RFP No. 16-04

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

| Employee | Hourly Rate | Hours worked | Total Cost | Overtime rate |
|-----------|-------------|--------------|-------------|---------------|
| Associate | \$ 75.00 | 40 | \$3000/week | \$ N/A |
| | \$ | | | \$ |
| | \$ | | | \$ |

| | | |
|------------------------------|-----------|---------------|
| Total Estimated Annual Price | Associate | \$ 156,000.00 |
|------------------------------|-----------|---------------|

ADD ANY ADDITIONAL COST PROPOSAL SHEETS HERE

APPENDIX E

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X _____

If the answer is yes, explain the circumstances in the following space.

APPENDIX F

DISCLOSURE OF GOVERNMENT POSITIONS

EXHIBIT C
FEE SCHEDULE

6. Fee/Price Proposal:

Classification/Title and Hourly Rate:

The Lilley Planning Group will perform consulting services based on the following breakdown of classification and title of hourly rates for key personnel. Our key personnel are primarily employees of the company. The hourly rate would not vary given contractor or employee status with the firm. See Exhibit C for Senior Planner & Associate Planner annual rate based on 40 hour/week.

The hourly rates are as follows:

| | |
|---------------------|----------|
| Principal Planner | \$110.00 |
| Senior Planner | \$90.00 |
| Associate Planner | \$75.00 |
| Assistant Planner | \$60.00 |
| Planning Technician | \$40.00 |

7. Disclosure:

The Lilley Planning Group has previously provided on-call planning services to the City of Costa Mesa. The Lilley Planning Group does not have any current business or personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee.

