

**REQUEST FOR PROPOSALS
VILLAGE, BARRIO, & BEACH AREA
COMPREHENSIVE PARKING STUDY**



PROPOSAL NO. RFP 26-02

**PROPOSALS MUST BE RECEIVED CLEARLY MARKED WITH
"RFP 26-02 — VILLAGE, BARRIO, AND BEACH AREA
COMPREHENSIVE PARKING STUDY"**



**PROPOSALS MUST BE RECEIVED VIA PLANETBIDS
PRIOR TO 5 P.M. ON NOVEMBER 7, 2025**

City of Carlsbad
Community Development Department
1635 Faraday Avenue
Carlsbad, CA 92008
ATTN: Amber Dan, Contract Administrator

THE CITY OF CARLSBAD ENCOURAGES THE PARTICIPATION OF MINORITY- AND WOMEN-OWNED BUSINESSES

City of Carlsbad Request for Statement of Qualifications & Proposal
for
RFP 26-02 — VILLAGE, BARRIO AND BEACH AREA COMPREHENSIVE PARKING STUDY

The City of Carlsbad Community Development Department, Planning Division is requesting a Statement of Qualifications & Proposal from firms to provide professional services to prepare a comprehensive parking study of the Village, Barrio, and Beach areas with data collection and analysis spanning a time period of 12 months. The scope of work and details associated with the requested services are contained in the attached Request for Qualifications & Proposals. Please adhere to all procedures and requirements when submitting your qualifications.

Statements of Qualifications & Proposals received after the specified time will not be considered. If you have any questions regarding the Request for Qualifications & Proposals, please contact Amber Dan, Contract Administrator, Amber.Dan@carlsbadca.gov.

Questions

All questions regarding this RFP must be submitted in writing via email to Amber Dan Amber.Dan@carlsbadca.gov by 5 p.m. PDT on October 10, 2025. Questions or clarifications deemed by the city to be material shall be answered via issuance of an addendum and posted to the city's e-bidding site.

Submittals

Submittals must be received no later than 5 p.m. PDT on November 7, 2025. Submittals are to be made electronically via the city's e-bidding site.

Proposals must be received clearly marked on the cover page with **"RFP 26-02 – VILLAGE, BARRIO AND BEACH AREA COMPREHENSIVE PARKING STUDY"** and addressed to:

City of Carlsbad
Community Development Department
1635 Faraday Avenue
Carlsbad, CA 92008
ATTN: Amber Dan, Contract Administrator

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City Profile and Background

The City of Carlsbad, California is located 35 miles north of the City of San Diego on the southern California coast. The city has a population of nearly 115,000 and an area of 42 square miles. Carlsbad's population has grown considerably, increasing five-fold since 1960, but the city retains its Village charm while also offering a world-class business environment. The city supports economic development yet sets aside nearly 40 percent of its land for open space. Two renowned resorts and an international theme park have made their home in Carlsbad, and it is considered the golf equipment capital of the world¹. The community is accessible by commuter train, reliable bus service and the busiest single-runway airport in the nation (San Diego International Airport). A great place to live, the city boasts miles of beaches, a wide variety of housing options, terrific shopping, a world-class public library and excellent schools.

Village and Barrio Master Plan

The Village and Barrio are the historic heart of our city, representing Carlsbad's past, character and culture. The area's [Master Plan](#) sets forth a vision to honor the very best of the Village and Barrio while adapting for changing community, environmental and economic needs. This vision is supported by the detailed contents of the plan. The Village and Barrio Master Plan also establishes the vision for the ideal future character and development of the two areas and sets forth the strategy or "roadmap" for achieving that vision through goals and policies, standards and guidelines and an implementation plan.

Village, Barrio and Beach Area Parking Management Plan

In support of the Village and Barrio Master Plan vision and parking standards and strategies, the city conducted a comprehensive parking study from 2016 to 2017 and developed a [Parking Management Plan](#) for the Village, Barrio and adjacent beach area. The adjacent beach area has been included to provide the full picture of parking along the coast and its potential impact on the Village. The City Council accepted the Village, Barrio, and Beach Area Parking Study in September 2017. One recommendation of the 2017 Parking Management Plan was to conduct annual parking surveys to document parking supply and utilization (see below for more information). In 2023-2024, the Community Development Department conducted additional studies and review of the parking management plan and provided the City Council a review and status update of the 2017 Parking Management Plan via a [Council Memorandum](#).

Annual Village, Barrio and Beach Area Parking Studies

Pursuant to the Parking Management Plan Strategies and Master Plan's Implementation Action Plan, the city conducts annual parking studies, monitoring the parking occupancy and duration within the study area during the peak season (summer) for one weekday and one weekend day. The most recent edition, the [2024 Parking Study](#), concluded that the city should conduct a more comprehensive study to evaluate the true parking demand and parking challenges over a 12-month period.

¹ <https://visitcarlsbad.com/blog/carlsbad-is-the-golf-equipment-capital/>

Content of Statement of Qualifications & Proposals

All Statement of Qualifications & Proposals must include the following information in order to be considered:

1. A description of your firm's relevant experience in preparing and updating comprehensive parking studies, neighborhood parking studies, specific plans, district plans, parking management plans, implementation plans, and parking fee programs.
2. A description of your firm's proposed approach to providing the requested services, including timelines for project initiation, analysis, alternative development, public review, preferred alternative selection, plan/fee program finalization, hearing preparation, and project closeout.
3. Identification of key personnel to lead and contribute to the plan/fee program update along with a description of professional experience. Please state all applicable licenses, certificates, and/or training courses completed by each of the personnel.
4. A description of your standard method of compensation, including charges for reimbursable expenses and personnel hourly billing rates.
5. References including names, addresses, and telephone numbers of former and current public agencies that have contracted with your firm for similar services.

Other Requirements

The consultant selected pursuant to this request for qualifications & proposals will be required to comply with the following requirements:

- a) Sign an agreement similar to the one attached to this RFP and to maintain in force at all times during the performance of this Agreement the following policy or policies of insurance covering its operations, per Section 10, Insurance.
- b) Satisfy the City's Professional Services Insurance Requirements.
- c) Provide a written progress report with each invoice. Consultant will be paid upon submission and approval of monthly billing invoice.
- d) The City of Carlsbad utilizes Microsoft Office Suite, Adobe Creative Suite, and Geographic Information Systems products for analysis. The documents and work product created for this contract must all be provided in these formats via a secure document transfer system prior to the conclusion of the work.

SCOPE OF WORK

The timeframe to complete this scope of work is no more than 24 months from the date the contract is entered into.

The scope of work shall include the completion of a comprehensive Village, Barrio and Beach Area Parking Study which shall provide an assessment of the parking supply and demand within a 12-month timeframe; estimate future parking supply and demand conditions within both short and long term time horizons; document the extent of parking deficiencies; review and propose updates to the parking-related policies and actions in the Village and Barrio Master Plan and the 2017 Parking Management Plan (including the 2023-2024 City Council Memo analysis) in order to mitigate parking deficiencies; and identify potential programs and/or capital improvements to address existing and forecasted parking deficiencies.

Task 1: Parking Inventory Review and Data Collection

This task is to collect and analyze existing parking data as required to complete Tasks 2 and 3. This includes reviewing previously completed parking surveys, new and proposed development projects within the study area, and relevant parking policies, programs, etc.

Task 1 Deliverables:

- Review all previously completed parking studies for the Village, Barrio and Beach Areas.
- Review all development permits and city public works permits within the Village, Barrio and Beach areas (including recently approved or pending approval) that would impact future parking within the study area.
- Review NCTD's redevelopment plan for the Village Station area.
- Review the city's Housing Element, particularly Appendix B-2, which analyzes underutilized sites.
- Review the city's 2017 Parking Management Plan and related documents.
- Review the Village and Barrio Master Plan (last updated in 2025), specifically as it relates to the parking standards, parking policies and implementation of the parking management plan.
- Review the city's municipal code related to existing parking restrictions.
- Review all updated state/local regulations that impact parking supply and occupancy (e.g., [AB 2097](#)).
- Review and further develop on the city's existing data of the properties within the study area that are underutilized and have potential opportunities for redevelopment opportunities for these sites (see Appendix B).
- Review the city's previous and current parking enforcement data and operations.
- Collect and review other similar jurisdictions' parking and parking enforcement data, operations, policies, restrictions and programs for similar downtown core areas that can be used in completing Task 3d "recommendations."

Task 2: Data Collection

Task 2a: Parking Surveys Conducted Over a 12-Month Period

This task is to conduct parking surveys within a 12-month period. The survey methodologies chosen must be designed to accurately represent the overall usage patterns/demand within a 12-month period in the study area, including at night/overnight. The surveys shall gather data with the intent to analyze the following: (1) the existing on- and off-street public and private parking supply; (2) on- and off-street public and private parking utilization including peak and average parking occupancy and destination-based parking occupancy; (3) parking duration/parking turn-over (length of stay); (4) existing parking enforcement policies, regulations and programs; and (5) all other pertinent issues and observations within a 12-month period regularly occurring.

Task 2a Deliverables:

- Periodic parking surveys conducted within a 12-month period (between 4-12 surveys)
 - Any combination of in-person, video, car-mounted, and/or drone data collection techniques is acceptable. Please consider the most accurate and efficient method(s) to collect the data requested above. Please provide a detailed description of each approach to be used and why you believe it is the best approach for that application.
 - Confirm/update as needed the parking restriction data contained in the latest annual Village, Barrio and Beach Area Parking Study.

Task 2b: Onsite Intercept Surveys

Conduct randomized on-site intercept surveys in the study area with drivers, residents, pedestrians and other parking users to gather data such as parking behaviors, trip purpose, duration of stay, and other user preferences to inform the parking study.

2b Deliverables:

- Develop survey questions and approach in coordination with city staff and the city's Communication & Engagement Department.
- Administer on-site intercept surveys with residents, drivers, pedestrians and other users at representative and diverse locations, days and times.
- Ensure adequate sample size of statistically valid results.
- Provide raw survey data in spreadsheet format to city staff.
- Provide a summary memo or report highlighting key findings and implications for the parking study. Incorporate findings into an appropriate section(s) of the final comprehensive parking study and include full memo as an appendix.

Task 3: Analysis and Documentation

Task 3a: Village, Barrio and Beach Area Comprehensive Parking Study

Provide a complete comprehensive parking study for the Village, Barrio and Beach area which includes the following sections:

1. Table of Contents (Chapters, Figures, Tables and Appendices)
2. Executive Summary

3. Introduction
4. Background Information
5. Issues & Existing Supply/Demand Analysis (Task 3b)
6. Future Supply/Demand Analysis (Task 3c)
7. Recommendations (Task 3d)
8. Definitions
9. References
10. Appendices

Task 3a Deliverables:

- Comprehensive Parking Study
 - Must provide the following: 1 Outline, 1 Initial Draft, 2 Screen Check Drafts and 1- Final Draft

Task 3b: Issues & Existing Supply/Occupancy Analysis

Based on the data retrieved from Task 1, an analysis shall be conducted and address the following topics: (1) the existing on- and off-street public and private parking supply; (2) on- and off-street public and private parking utilization including peak and average parking occupancy and destination-based parking occupancy; (3) parking duration/parking turn-over (length of stay); (4) existing parking enforcement policies, regulations and programs; and (5) all other pertinent issues and observations within a 12-month period regularly occurring. All parking issues/challenges must be identified by neighborhood: 1) Village, 2) Barrio and 3) Beach Area neighborhoods. The analysis shall be both reflective of, or extrapolated to, the overall usage patterns and parking demand and supply changes within a 12-month period. All previously completed annual parking studies must be reviewed and included in the parking trends analysis.

Task 3b Deliverables:

- Comprehensive Parking Study: “Issues & Existing Parking Supply & Demand” Section
 - Must provide the following: 1 Outline, 1 Initial Draft, 2 Screen Check Drafts and 1 Final Draft
 - Must include graphs, tables and maps that correspond with the analysis

Task 3c: Future Supply/Occupancy Analysis

This task provides an analysis of the future parking needs of the Village, Barrio and Beach area. The analysis shall provide a forecast for the future parking conditions, supply, and occupancy based on historical development and parking patterns, the city’s existing forecast data and available vacant lands, and redevelopment plans (see Attachment B).

The study shall analyze future parking supply and occupancy based on build-out conditions. Buildout conditions shall be broadly determined based on the following:

- The future redevelopment of NCTD’s Carlsbad Village Station property, the Barrio Traffic Circles project, and other potential redevelopment sites within the study area
- Proposed development projects with a complete application and approved development projects but unconstructed or unoccupied (cumulative projects)

- Time-of-day considerations and designation considerations

The forecast shall estimate when the Village area (commercial/downtown area) will be at full capacity based on historical trends.

Task 3c Deliverables:

- Comprehensive Parking Study: “Future Parking Supply/Demand” Section
 - Must provide the following: 1 Outline, 1 Initial Draft, 2 Screen Check Drafts and 1 Final Draft
 - Must include graphs, tables and/or maps that correspond with the analysis

Task 3d: Recommendations

Prepare recommendations based on the findings made in the comprehensive parking study at the end of the 12-month study period. The recommendations shall include the following: (1) updated or new parking and parking enforcement policies, regulations and/or programs, (2) parking-related infrastructure improvements and/or operational changes, (3) alternatives to mitigate parking deficiencies and/or other options to address existing and forecasted parking issues, and (4) financing mechanisms for recommended parking-related improvements and/or operational changes; and (5) rough order magnitude cost estimates for all the recommended parking improvements, operations, and/or programs shall be provided in the short- and/or long-term timeframe.

Task 3d Deliverables:

- Comprehensive Parking Study: “Recommendation” Section
 - Must provide the following: 1 Outline, 1 Initial Draft, 2 Screen Check Drafts and 1 Final Draft
 - Must include easy to follow table of recommendations categorized by neighborhood and short to long term planning horizon

Task 4: Project Management

Provide project management services to maintain effective communication, steady project progress, and high-quality deliverables throughout the duration of the project. This task includes regular project meetings with city staff and support to staff at the presentation of the report to City Council.

Task 4 Deliverables:

- Project schedule, updated as needed
- Bi-monthly or monthly city-consultant team meetings, including notes and action items from each.
- Comment-response matrices of all submittals
- Billing and invoicing
 - Monthly invoices must include:
 - (1) Coversheet which summarizes the billings and deliverables that correspond

with the invoice

(2) Invoice Summary page must include a table showing the tasks budgets, % of previous billed and currently billed amounts per task, and the remaining balances.

(3) Backup documentation that includes copies of deliverables, and employee hours billed by task and a short description of each billed amount

- On-going contract administration, including scoping if/when use of contingency funds is requested and/or for contract amendments
- Attend one Design Review Team or Planning Management meeting
- Preparation for and attendance at one (1) city council meeting.

Task 5: Contingency

Proposals may include up to a 10% contingency task to allow for unforeseen, project-related tasks. Contingency funds, in whole or in part, are accessible when a need is mutually agreed upon and accompanied by a written description of the associated task and level of effort before the work is performed.

Selection Criteria

The responses will be individually reviewed and ranked based on the criteria specified below.

In accordance with the Carlsbad Municipal Code, the city will award the contract(s) based on a “best value” evaluation. Under the city’s best value evaluation method, the contractor with the lowest rates may not be awarded this contract.

All written Statements of Qualifications & Proposals will be reviewed and evaluated, per Carlsbad Municipal Code 3.28 (Purchasing), for: approach to project; experience and expertise in the field; quality of consultant’s work; ability of firm or consultant to perform services in a timely manner; overall cost of the service and past performance on similar projects.

All Statements of Qualifications & Proposals shall be valid for a minimum of 60 calendar days following the last date established for qualification submission. Statements of Qualifications & Proposals may be withdrawn on written request from the applicant at the address shown in solicitation prior to the last date for submission. Negligence on the part of the applicant in preparing the Statement of Qualifications & Proposals confers no right of withdrawal after the times set for submission.

It is the intent of the City to enter a contract for services with the selected consultant no later than January 2026.

Schedule

Action	Date
Post RFP 26-02 to PlanetBids	9/26/2025
Last date to accept questions from potential bidders by 5 p.m.	10/10/2025
Answers to questions posted to PlanetBids by 5 p.m.	10/24/2025
RFP responses due by 5 p.m.	11/7/2025
Evaluation by Committee	11/24/2025
Notifications to firms	12/8/2025
Contract negotiations and award	Jan. 2026

Submittal Process



The Request for Proposal is available on the city's website through PlanetBids only. You must register as a document holder to receive updates and notices:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=27970>

City of Carlsbad website: <https://www.carlsbadca.gov/departments/finance/contracting-purchasing/bids>

If you have questions regarding PlanetBids, please contact Shea Sainz, Senior Contract Administrator, at Shea.Sainz@carlsbadca.gov or 442-339-2467.

ELECTRONIC FORMAT RECEIPT AND OPENING OF RFPs: Submittals will be received in electronic format (eBids) at the City of Carlsbad's electronic bidding (eBidding) site at City of Carlsbad - Contracting & Purchasing and are due by the date and time specified on the cover of the solicitation.

BIDS MUST BE SUBMITTED BY DUE DATE AND TIME. Once the deadline is reached, no further submissions are accepted.

BIDDERS MUST BE PRE-REGISTERED with the city's bidding system and possess a system- assigned Digital ID in order to submit an electronic bid

The city's bid/electronic bidding (eBidding) system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the city's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Proposers who disable their browsers' cookies will not be able to log in and use the city's bidding system. Upon entry of their proposal, the system will ensure that all required fields are entered. The system will not accept a proposal for which any required information is missing. This includes all essential documentation and supporting materials and forms requested or contained in these solicitation documents.

Proposals remained sealed until the due date and time. E-Bids and eProposal's are transmitted into the city's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256-bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Proposals submitted prior to the due date and time are not available for review by anyone other than the submitter, who will have until the due date and time to change, rescind or retrieve its proposal should they desire to do so.

Proposals must be submitted by due date and time. Once the deadline is reached, no further submissions are accepted into the system. Once the due date and time has passed, bidders, proposers, the general public, and city staff are able to immediately see the results online. City staff may then begin reviewing the submissions for responsiveness, compliance and other issues. Proposals may be withdrawn by the proposer prior to, but not after, the time set as due date and time.

Important note: Submission of the electronic proposal into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider, bandwidth, computer hardware and other variables, it may take time for the proposer's submission to upload and be received by the city's eBidding system. It is the proposer's sole responsibility to ensure their proposals are received on time by the city's eBidding system. The City of Carlsbad is not responsible for proposals that do not arrive by the due date and time.

Electronic submissions carry full force and effect. The proposer, by submitting their electronic proposal, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this proposal are true and correct.

Proposals are public records. Upon receipt by the city, proposals shall become public records subject to public disclosure. It is the responsibility of the Proposer to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the proposal's general references to sections of the California Public Records Act will not suffice. If the proposer does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the Public Records Act, the city shall be free to release the information when required in accordance with the Public Records Act, pursuant to any other applicable law, or by order of any court or government agency, and the proposer agrees to hold the city harmless for any such release of this information.

Special Conditions

- A. This RFP does not commit the city to award a contract, defray any costs incurred in the preparation of a proposal pursuant to this RFP, or in any resulting negotiations, or to procure a contract for work.
- B. The city reserves the right to cancel or revise, for any or no reason, in part or in its entirety. If the city cancels or revises the RFP, all proposers will be notified in writing.
- C. The city reserves the right to reject any and all proposals for any or no reason.
- D. The city may, during the evaluation process, request additional information or clarification on any item in a proposal which the city deems necessary to determine the proposer's ability to perform the required services.
- E. At the discretion of the city, top candidates may be requested to participate in a telephonic or personal interview to view the proposed solution.
- F. If the city selects a proposal, it shall negotiate an agreement based on the terms and conditions agreed upon as a result of the negotiations. No agreement shall be binding upon the city

until the agreement has been completely executed by the consultant and approved by the City Attorney, executed by the City Manager or designee, and approved by the Carlsbad City Council, if required. All individuals or firms responding to this RFP will be notified of their selection or non-selection in writing after the project selection team has completed the selection process.

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

H. A sample copy of the city's standard consultant agreement is attached (Attachment B) for your review. Please do not respond to this RFP if you cannot agree to all terms of the city's agreement.

Conflict of Interest

No person performing services for the City or Carlsbad Municipal Water District, or CMWD, in connection with the establishment of any agreements or any projects resulting from this solicitation, shall have a financial or other personal interest other than employment or retention by the City or CMWD, in any contract or subcontract in connection with this solicitation or any resulting project.

Prohibited Contracts

The city will not contract with and will reject any Statement of Qualifications submitted by:

- Persons employed by the city or public agencies for which the City Council are the governing body
- Persons or entities who prepared or assisted in preparing this Request for Qualifications
- Persons who currently serve on a city board or commission.

The city will also not enter into any contract in which a City Council member has a financial interest, unless permitted by Government Code Section 1090.

The submitter certifies that the consultant firm has complied with the above provisions.

Notification of Results

Contractors will be notified of the selection committee's decision by email.

The City of Carlsbad reserves the right not to select any of the proposals.

We're here to help:

Any questions relative to the scope of work for this RFP are due by October 10, 2025 at 5 p.m. PDT and should be directed via email to:

Amber Dan, Contract Administrator
City of Carlsbad, Community Development Department
amber.dan@carlsbadca.gov

For questions pertaining to the RFP proposal process in general, please direct all inquiries to:

Shea Sainz, Sr. Contract Administrator
City of Carlsbad Purchasing Division
Shea.Sainz@carlsbadca.gov
442-339-2467

Submittals must be received November 7, 2025 by 5 p.m. PDT via the city's e-bidding site.

Appendix A
SAMPLE AGREEMENT, DO NOT COMPLETE AT THIS TIME
AGREEMENT FOR (INSERT TYPE OF PROFESSIONAL SERVICES) SERVICES
(NAME OF CONTRACTOR)

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between the City of Carlsbad, California, a municipal corporation, ("City"), and _____, a _____, ("Contractor").

RECITALS

- A. City requires the professional services of a _____ that is experienced in _____.
- B. Contractor has the necessary experience in providing professional services and advice related to _____.
- C. Contractor has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of _____ from the date first above written. The City Manager may amend the Agreement to extend it for _____ additional _____ year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. TIME IS OF THE ESSENCE

Time is of the essence for each and every provision of this Agreement.

5. COMPENSATION

The total fee payable for the Services to be performed during the initial Agreement term will be _____ dollars (\$_____). No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. If the City elects to extend the Agreement, the amount shall not exceed _____ dollars (\$_____ per Agreement year. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the work and/or Services specified in Exhibit "A".

Incremental payments, if applicable, should be made as outlined in attached Exhibit "A".

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused by any negligence, recklessness, or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:-VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X";

OR an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverage and Limits.

Contractor will maintain the types of coverage and minimum limits indicated below, unless the Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

10.1.1 Commercial General Liability (CGL) Insurance. Insurance written on an "occurrence" basis, including personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for City). \$2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than \$1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2 Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement.

10.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Contractor will furnish certificates of insurance and endorsements to City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement.

For City

Name _____

Title _____

Department _____

City of Carlsbad

Address _____

Phone No. _____

For Contractor

Name _____

Title _____

Address _____

Phone No. _____

Email _____

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

☐ Yes ☐ No

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

City may terminate this Agreement by tendering thirty (30) days written notice to Contractor. Contractor may terminate this Agreement by tendering ____ days written notice to City. In the event of termination of this Agreement by either party and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this

Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

23. JURISDICTION AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

CITY OF CARLSBAD, a municipal
corporation of the State of California

By:

By:

(sign here)

[INSERT TITLE OF PERSON
AUTHORIZED TO SIGN (City Manager or
Mayor or Division Director as authorized by
the City Manager)]

(print name/title)

ATTEST:

By:

(sign here)

SHERRY FREISINGER
City Clerk

(print name/title)

If required by City, proper notarial acknowledgment of execution by contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups.

Group A

Chairman,
President, **or**
Vice-President

Group B

Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:

CINDIE K. McMAHON, City Attorney

BY: _____
Deputy / Assistant City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

SAMPLE AGREEMENT, DO NOT COMPLETE AT THIS TIME

Itemized List of what Contractor will do for City and at what price.

Appendix B

Village, Barrio and Beach Area – Future Development Information

2021- 2029 Housing Element (Appendix B, Figure B-2/Table B-2 “Underutilized Sites (UND)” Pages 339, 349-351):
<https://www.carlsbadca.gov/home/showpublisheddocument/7213/637629115272470000>

Housing Element Program GIS Map (Vacant and Underutilized Properties- HE Program 1.4.a – GIS Layer):
<https://carlsbad.maps.arcgis.com/apps/instant/sidebar/index.html?appid=942535a2da9e44ff8877756af41e9af2>

Additional Housing Element Programs - Vacant and Underutilized properties information:
<https://www.carlsbadca.gov/departments/community-development/planning/housing-plan-update>

Model Growth Assumption Output GIS Map:
<https://gisportal.carlsbadca.gov/arcgisportal/apps/instant/sidebar/index.html?appid=892d7424fb9d426d9189ffd3cdecbb64>

Barrio Traffic Circle Project:
<https://www.carlsbadca.gov/departments/public-works/projects/traffic-circles>

NCTD Village Station Redevelopment Project:
<https://gonctd.com/carlsbad/>