



*Gateway  
to the  
San Gabriel Valley*

*City of Alhambra*

**Request for Proposals No.  
RFP2M23-13**

**City Landscape Architect –  
Landscape Design Review**

Issued April 11, 2023

**City of Alhambra  
Community Development Department  
111 S. First Street  
Alhambra, CA 91801**

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**PROPOSALS DUE NO LATER THAN  
12:00 P.M. ON MONDAY, MAY 8, 2023**

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## City Landscape Architect – Landscape Design Review

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## City Landscape Architect – Landscape Design Review

### 1. Introduction

The City of Alhambra is requesting qualified firms to respond to a Request for Proposals (RFP) to serve as a consulting City Landscape Architect to provide professional landscape design review services.

### 2. Description of the City

Incorporated in 1903, the City of Alhambra is situated on the western edge of the San Gabriel Valley region of Los Angeles County. Known as “The Gateway to the San Gabriel Valley,” the City is a unique community that provides a small-town feel in a big city setting. The City encompasses 7.6 square miles and shares its boundaries with the neighboring cities of South Pasadena and San Marino to the north, the City of San Gabriel to the east, the City of Monterey Park to the south, and the El Sereno and University Hills neighborhoods of the City of Los Angeles to the west. Freeway access to Alhambra is convenient; the City shares its western boundary with the northern terminus of the Long Beach Freeway (I-710) and the San Bernardino/Santa Monica Freeway (I-10) traverses from east to west through the southern portion of the City.

The City of Alhambra is a full-service, charter City that operates under a council-manager form of governance with five (5) elected City Council members. Today, the City is home to a stable and diverse population, estimated to be 81,211 as of 2021. The City is a built-out community with very little vacant land. As a result, many development proposals within the City involve adaptive reuse, intensification, and/or replacement of existing uses and facilities. Residential land uses account for approximately 52 percent of the City’s current land area, with an estimated total of 17,972 residential units consisting of 9,795 single-family dwellings and 8,117 multi-family dwellings. The City has an estimated 1,513 commercial and industrial parcels, which also include institutional uses such as churches, schools, hospitals, etc.

### 3. Background

The City’s Community Development Department facilitates and regulates development that occurs within the City. The Community Development Department is comprised of five (5) divisions: Planning, Building, Housing, Economic Development, and Code Enforcement. The Planning Division, which is staffed with five (5) full-time planners and two (2) part-time planners, maintains and administers the City’s land use regulations and development standards, and oversees the review and approval process for all development projects within the City. The review process for development projects involves the evaluation of a project’s design, including new buildings, structures, and their environs, and consideration of the project’s resulting impact upon the site relationships and aesthetics of the surrounding area. As part of this design review process, the Planning Division is

responsible for ensuring new or modified uses and development will harmonize with the existing and potential development of the surrounding area, and produce an environment of stable, desirable character. Furthermore, the Planning Division is responsible for ensuring landscaping associated with developments is designed to be compatible with the aesthetics of the surrounding environment and conform with State mandates.

The design review process implemented through the Planning Division is supported by the City’s Design Review Board (DRB), which has the authority to review architecture and design for residential, commercial, industrial, and institutional facilities throughout the City. Established effective as of March 27, 1989, the DRB serves as a consulting and advisory board to the Planning Commission and City Council with respect to design matters. The DRB consists of five (5) members who must be at least 18 years of age, a resident of the City, and possess experience in a design profession, such as architecture, construction, interior design, city planning, or landscape architecture. The DRB meets in-person at City Hall on the second and fourth Tuesday of every month at 7:30 P.M., and is staffed by the City Architect/Urban Designer.

The Planning Division’s design review process implements the goals and policies of the City’s General Plan and Zoning Code to foster the orderly development of the City. The City Council adopted the “Vision 2040 – A Community Mosaic” General Plan in August 2019 and is currently in the process of adopting the first comprehensive update to the City’s Zoning Code since 1986. The General Plan and the proposed update to the Zoning Code both prioritize creating greater consistency and compatibility in urban design throughout the City. This is reflected in the Zoning Code update’s proposed new general site regulations and objective building design standards, and is also reflected in the below-noted General Plan goals and policies. The Planning Division and DRB are tasked with reviewing development proposals as part of the City’s design review process to ensure conformance with the General Plan and Zoning Code goals of compatibility and consistency in urban design throughout the City.

The City’s General Plan includes a Land Use & Community Design (LU), Resources (R), and Services & Infrastructure (SI) elements with the following goals and policies:

**Goal LU-1: Preservation of the character of existing single-family neighborhoods.**

*Policy LU-1A: Celebrate and enhance each neighborhood’s individual attributes and characteristics.*

*Policy LU-1B: Protect and enhance the unique character and identity of single-family neighborhoods.*

*Policy LU-1C: Tailor building height and scale to be sensitive to surrounding residential and commercial uses.*

*Policy LU-1D: Encourage land use patterns that minimize incompatibility between uses.*

*Policy LU-1E: Discourage scattered multi-family development and encourage the preservation of existing, stable single-family neighborhoods.*

**Goal LU-2: Enhancement of commercial and industrial areas to attract jobs and expand the City’s tax base.**

*Policy LU-2A: Promote the use of high-quality design, materials, landscaping, and pedestrian connections.*

*Policy LU-2B: Encourage flexibility of use in building and site design to accommodate a range of uses and business sizes.*

*Policy LU-2C: Design parking and loading areas as an integral part of the total project design. Locate parking and loading areas so that the visual impacts of these areas on adjacent development and the public right-of-way are minimized, and screen them attractively using a combination of fencing and landscaping.*

**Goal LU-3: A high-quality overall community appearance and identity.**

*Policy LU-3A: Foster new development that is consistent with the established land use type, intensity, character, and scale of the area.*

*Policy LU-3B: Promote neighborhood cohesiveness through neighborhood-based design guidelines consistent with existing or proposed architectural themes, taking into consideration spatial definition, continuity, and building scale.*

*Policy LU-3C: Beautify entry points to the City and develop attractive parks, signs, and landscaped rights-of-way clearly visible to motorists that will distinguish Alhambra from surrounding cities.*

*Policy LU-3D: Incorporate streetscape design improvements for important corridors, such as Atlantic, Fremont, Valley, Main and Garfield.*

**Goal LU-4: Focal points throughout the City that encourage diverse public places and foster economic growth.**

*Policy LU-4A: Design focal points and architectural features in the development or rehabilitation of existing neighborhoods.*

*Policy LU-4B: Enhance public buildings and parks by enhancing spatial definition, creating focal points, and providing landscaping and trees.*

*Policy LU-4C: Encourage art in public buildings and private businesses permanently or as part of a rotation of exhibitions.*

**Goal LU-5: Enhanced community identity through the provision of signs, monuments, landscaping or buildings, or a combination thereof, at City gateways.**

*Policy LU-5A: Implement a unified sign program to help orient visitors throughout the community, including directional signs, information and historical interpretive signs, and freeway and transit identification signs.*

*Policy LU-5B: Incorporate unified design materials that provide a consistent, branded identity and include an icon or logo that represents the City.*

*Policy LU-5C: Design and establish gateway treatments at key locations.*

**Goal LU-6: A vital downtown Alhambra that retains the City’s traditional character.**

*Policy LU-6A: Maintain a bustling environment with walkable streets that will allow pedestrians to feel comfortable and welcome.*

*Policy LU-6B: Enhance streetscapes and building elements to promote pedestrian activity by providing well-articulated building facades with quality materials and workmanship, and featuring high-quality street furnishings and design.*

*Policy LU-6C: Provide flexibility in building form and site design to encourage development that supports economic activity, entrepreneurship, and small businesses.*

*Policy LU-6D: Improve the frontage zone as extensions of buildings by enhancing entryways and doors, incorporating sidewalk cafes, and enhancing the space adjacent to the building as part of the pedestrian experience.*

**Goal LU-7: Maintenance and development of vital, attractive, and functional corridors and activity nodes.**

*Policy LU-7A: Enhance commercial areas, including façade improvements, enriched streetscapes and landscaping, unified signage programs, and improved pedestrian access.*

*Policy LU-7B: Properly scale a building’s height and mass to the primary street it fronts on (e.g., taller buildings on larger boulevards and smaller buildings on narrower streets).*

*Policy LU-7C: Provide appropriate buffers between commercial and residential uses.*

**Goal LU-8: Maintenance and development of quality public spaces.**

*Policy LU-8A: Continue to implement the parkway tree planting plan to promote pedestrian activity by establishing well-designed streetscapes, active ground floor uses, and tree-canopied sidewalks that are unique to the neighborhood.*

*Policy LU-8B: Ensure that signs, lighting, and other potential nuisances are sensitive to existing residential neighbors.*

*Policy LU-8C: Enhance the open space network around corridors and activity nodes by providing paseos, courtyards, plazas, larger parkways, and landscaped setbacks.*

*Policy LU-8D: Integrate group gathering spaces, drought-tolerant landscaping, trees, picnic areas, and community gardens into existing and future public spaces.*

**Goal R-2: Conservation and enhancement of open spaces, greenbelts, and natural areas.**

*Policy R-2A: Preserve, maintain, and expand the City’s urban forest.*

*Policy R-2B: Explore opportunities to incorporate green space into development projects and expand open spaces in the City.*

- Goal R-3: Minimization of energy use and its associated impacts to air quality and climate change.**
- Policy R-3B: Encourage the use of energy saving designs, systems, and innovations in public and private building construction.*
- Policy R-3C: Promote using renewable energy, such as solar panels and biomethane.*
- Goal R-5: Minimization of Alhambra’s contribution to global climate change by reducing GHG emissions to the degree feasible.**
- Policy R-5A: Facilitate compact development patterns that minimize motor vehicle trips and VMT while maintaining community character.*
- Policy R-5C: Encourage the use of green building technology for building retrofits and pursue LEED-certification for new development.*
- Policy R5-D: Incorporate GHG reduction strategies into urban design and planning.*
- Goal R-6: Preservation of the cultural identity of Alhambra as a diverse, residential and commercial city with distinct single-family neighborhoods.**
- Policy R-6A: Promote and encourage the preservation of Alhambra’s significant historic, architectural, cultural, archaeological, and paleontological resources.*
- Policy R-6B: Promote the formation and maintenance of neighborhood associations to foster neighborhood preservation.*
- Policy R-6C: Promote and maintain the unique history and architectural character of individual neighborhoods.*
- Policy R-6D: Develop and implement design standards that maintain the character of established residential neighborhoods, as discussed in the Land Use and Community Design chapter.*
- Goal SI-3: A safe, decent, and economically profitable environment in support of a strong local business community.**
- Policy SI-3B: Eliminate and prevent the spread of blight and deterioration in the City.*

#### 4. Purpose and Overview

The City of Alhambra is issuing a Request for Proposal (RFP) to solicit and select a qualified firm to serve as a consulting City Landscape Architect to provide professional landscape design review services. Under the direction of the Community Development Director, or their designee, the consultant will provide the range of expertise needed to assist with the landscape design review and approval process for projects processed through the Planning Division. The consultant is expected to review landscape design for residential, commercial, industrial, and institutional facilities throughout the City. The consultant is expected to facilitate and promote high-quality and consistent urban design that enhances the character of the City by engaging in a review process which evaluates subjects such as:

- Compliance with Required Findings and Development Standards

- Site Planning
- Building Design
- Landscape Design
- Context and Compatibility
- Authenticity and Consistency in Architectural Styles
- Unity, Balance, Proportion, and Variety
- Colors and Material Finishes
- Semi-Private and Public Spaces
- Pedestrian and Circulation Elements
- Off-Site or On-Site Amenities

Through the provision of services, the consultant will contribute toward progress with the achievement toward the City’s goals of:

- Furthering compatibility, cohesiveness, and consistency in urban design throughout the City;
- Consistently applying community design concepts to site planning, landscape architecture, and architecture;
- Maintaining the City’s land use and development standards;
- Encouraging flexibility in design to accommodate a range of uses and foster economic development;
- Promoting high-quality standards to preserve and enhance community character, appearance, and identity; and
- Streamlining the development process.

The proposed term of the contract to provide the requested scope of services will be for five (5) years, with the potential option to extend the professional services contract for two (2) additional terms, each for five (5) years. The volume of work will be determined by the number and type of applications submitted to the City of Alhambra which require design review.

## **5. Project Scope**

### ***A. Landscape Design Review***

The consultant will serve as the City Landscape Architect and provide landscape design review assistance to Planning Division staff throughout the design review process for all development projects requiring design review and approval. The consultant will review and evaluate landscape design components of proposed residential, commercial, industrial, institutional, and mixed-use development projects to ensure development proposals align with the goals and policies of the City’s General Plan, Zoning Code, Specific Plans, and applicable Design Guidelines. The consultant is expected to fulfill the following tasks, roles, and responsibilities:



- Receive landscape and irrigation plans and submissions from City staff via e-mail and/or through the City’s Citizen Access Portal hosted by Tyler Technology;
- Evaluate landscape and irrigation plans for conformance with applicable City goals, policies, and requirements identified in the City’s General Plan, Zoning Code, Specific Plans, and relevant Design Guidelines, as well as conformance with the State Model Water Efficient Landscape Ordinance (MWELo);
- Review and comment on landscape and irrigation plans and submissions within a 14-day timeframe through reports that are in a memo or full format that may include narrative or matrix layout of review comments, revisions, recommendations, and conditions of approval, in addition to plan mark-ups and/or alternate or suggestive graphics/illustrations, in a manner that provides clear and concise direction to project applicants;
- Communicate and hold conferences/consultations with property owners and applicants, both independently and with staff, via phone call, e-mail correspondence, and virtual or in-person meetings, to provide comments, revisions, recommendations, conditions of approval, and alternative design illustrations for project proposals;
- Engage and communicate with Planning Division staff in a collaborative fashion that encourages regular and robust exchange of information;
- Assist Planning Division staff with providing technical support at preconstruction meetings, as needed;
- Assist Planning Division staff with assessing project conformance with approved landscape and irrigation plans, as well as satisfactory fulfillment of conditions of approval, through performing on-site inspections, as needed;
- Update project applications submitted through the City’s Citizen Access Portal on a regular basis and provide updates to Planning Division staff, as needed;
- Create and maintain a system for tracking the review status for project applications and plan checks, and provide Planning Division staff with access to the tracking system;
- Efficiently distribute tasks and assignments amongst the consultant team;
- Complete all tasks in a timely manner;
- Produce high-quality work products;
- Maintain availability to respond to quick calls, e-mails, and texts from staff;
- Attend Design Review Board, Planning Commission, City Council, and other City meetings, as requested;
- Work closely with the City Architect/Urban Designer consultant, as needed; and
- Review of the City’s advanced planning projects, including development of residential design guidelines and objective design standards, as needed.

## 6. Design Resources

The City’s implementation of design review processes is facilitated and informed by the goals and policies set forth in the following documents and resources:

Document/ Resource	Location
General Plan “Vision 2040 – A Community Mosaic”	<a href="https://www.cityofalhambra.org/314/General-Plan">https://www.cityofalhambra.org/314/General-Plan</a>
Alhambra Municipal Code Title XXIII: Zoning	<a href="https://codelibrary.amlegal.com/codes/alhambra/latest/alhambra_ca/0-0-0-107346">https://codelibrary.amlegal.com/codes/alhambra/latest/alhambra_ca/0-0-0-107346</a>
Zoning Map	<a href="https://alhambra-ca-energovpub.tylerhost.net/Apps/SelfService#/map">https://alhambra-ca-energovpub.tylerhost.net/Apps/SelfService#/map</a>
Specific Plans	<a href="https://www.cityofalhambra.org/291/Specific-Plans">https://www.cityofalhambra.org/291/Specific-Plans</a>
• 2300 Poplar	<a href="https://www.cityofalhambra.org/DocumentCenter/View/2128/2300-Poplar-Boulevard-Specific-Plan-PDF">https://www.cityofalhambra.org/DocumentCenter/View/2128/2300-Poplar-Boulevard-Specific-Plan-PDF</a>
• 2400 South Fremont Avenue	<a href="https://www.cityofalhambra.org/DocumentCenter/View/2135/2400-South-Fremont-Avenue-Specific-Plan-PDF">https://www.cityofalhambra.org/DocumentCenter/View/2135/2400-South-Fremont-Avenue-Specific-Plan-PDF</a>
• 2500 Hellman	<a href="https://www.cityofalhambra.org/DocumentCenter/View/2134/2500-West-Hellman-Avenue-Specific-Plan-PDF">https://www.cityofalhambra.org/DocumentCenter/View/2134/2500-West-Hellman-Avenue-Specific-Plan-PDF</a>
• Alhambra 5 <sup>th</sup> and Main	<a href="https://www.cityofalhambra.org/DocumentCenter/View/2136/Alhambra-5th-and-Main-Specific-Plan-PDF">https://www.cityofalhambra.org/DocumentCenter/View/2136/Alhambra-5th-and-Main-Specific-Plan-PDF</a>
• Alhambra Pacific Plaza	<a href="https://www.cityofalhambra.org/DocumentCenter/View/2133/Alhambra-Pacific-Plaza-Specific-Plan-PDF">https://www.cityofalhambra.org/DocumentCenter/View/2133/Alhambra-Pacific-Plaza-Specific-Plan-PDF</a>
• Alhambra Place	<a href="https://www.cityofalhambra.org/DocumentCenter/View/2132/Alhambra-Place-Specific-Plan-PDF">https://www.cityofalhambra.org/DocumentCenter/View/2132/Alhambra-Place-Specific-Plan-PDF</a>
• Alhambra Walk	<a href="https://www.cityofalhambra.org/DocumentCenter/View/2131/Alhambra-Walk-Specific-Plan-PDF">https://www.cityofalhambra.org/DocumentCenter/View/2131/Alhambra-Walk-Specific-Plan-PDF</a>

<ul style="list-style-type: none"> <li>Casita De Zen</li> </ul>	<a href="https://www.cityofalhambra.org/DocumentCenter/View/2130/Casita-de-Zen-Specific-Plan-PDF">https://www.cityofalhambra.org/DocumentCenter/View/2130/Casita-de-Zen-Specific-Plan-PDF</a>
<ul style="list-style-type: none"> <li>Marengo Acacia</li> </ul>	<a href="https://www.cityofalhambra.org/DocumentCenter/View/2137/Marengo-and-Acacia-Specific-Plan-PDF">https://www.cityofalhambra.org/DocumentCenter/View/2137/Marengo-and-Acacia-Specific-Plan-PDF</a>
<ul style="list-style-type: none"> <li>Valley Boulevard Specific Plan</li> </ul>	<a href="https://www.cityofalhambra.org/DocumentCenter/View/2129/Valley-Boulevard-Specific-Plan-PDF">https://www.cityofalhambra.org/DocumentCenter/View/2129/Valley-Boulevard-Specific-Plan-PDF</a>
Single-Family Residential Design Guidelines	<a href="https://www.cityofalhambra.org/DocumentCenter/View/426">https://www.cityofalhambra.org/DocumentCenter/View/426</a>
Downtown Alhambra Revitalization Conceptual Design Plan & Design Guidelines	<a href="https://www.cityofalhambra.org/DocumentCenter/View/4266/Downtown-Revitalization-Design-Guidelines">https://www.cityofalhambra.org/DocumentCenter/View/4266/Downtown-Revitalization-Design-Guidelines</a>

As part of the comprehensive update to the Zoning Code currently underway, the City will be adopting new objective design standards to be consistent with recent State legislation, including SB 35 and SB 330, as well as updated landscape development standards. Additionally, the City will also be kicking off efforts to develop Multi-Family Residential Design Guidelines later this year, which is anticipated to include guidance on landscape design. The consultant is expected to utilize these resources in their work providing the requested scope of services. Past DRB meeting agendas are available for review on the City’s website: <https://www.cityofalhambra.org/454/Design-Review-Board>.

## 7. Anticipated Schedule

The anticipated timeline for evaluating and selecting proposals is identified below. The City reserves the right to alter the schedule as needed.

Activity	Dates
Release of Request for Proposals (RFP)	Tuesday, April 11, 2023
Deadline for question & comment period	No later than 5:30 pm (PST) on Thursday, April 20, 2023

Responses to questions posted on the City’s website	Thursday, April 27, 2023
<b>Proposal submittal deadline</b>	<b>No later than noon (PST) on Monday, May 8, 2023</b>
City review of proposals	Week of May 8, 2023
Interviews (in person at City Hall)	Week of May 15, 2023
City Council Award of Contract	Monday, June 26, 2023

## 8. Questions and Answers Period

The City has attempted to provide all information available in this RFP and no formal pre-proposal conference or communication will be held. It is the responsibility of each respondent to review, evaluate, and as necessary, request any clarification during the open Questions and Answers period before the submittal of a proposal.

How to submit questions:

- Questions about this RFP must be submitted via e-mail to Maia McCurley, Senior Planner at: [mmccurley@cityofalhambra.org](mailto:mmccurley@cityofalhambra.org).
- The subject line of the email must state the following: RFP No. RFP2M23-13 – City Landscape Architect – Landscape Design Review.

All questions and requests for clarifications must be submitted and received by City no later than 5:30 pm (PST) on Thursday, April 20, 2023. Questions received by the City after this designated time will not be answered. Only written questions submitted during the Questions & Answers period will be accepted and no response(s) other than those posted on the City’s website will be provided. Responses by the City will be provided through the issuance of a formal Addenda to this RFP posted on the City’s website on Thursday, April 27, 2023. The Addendum with responses to questions or requests for clarification will be posted on the City’s website at: <https://www.cityofalhambra.org/bids.aspx>.

It is the responsibility of interested parties to check the City’s webpage regularly for any potential new information as it relates to this RFP. Clarifications and/or addenda will be issued at the City’s discretion. The City reserves the right to amend or supplement this RFP before the deadline.

Failure to obtain clarifications and/or addenda from the City’s website shall not relieve the consultant from being bound by any additional terms and conditions in the clarifications and/or addenda or from considering additional information contained therein in preparing your proposal. Any harm to the respondent from such failure shall not be valid grounds for a protest against award(s) made based upon this solicitation.

Respondents shall not contact any City personnel, outside of the protocol established herein, with any questions or clarifications concerning this RFP from the date this RFP is released until a selection is announced by the City. The City reserves the right to reject any proposal for violation of this provision.

## 9. Proposal Contents

The response to this Request for Proposal shall be organized to include the following five (5) sections, each physically tabbed and clearly marked. The contents of each section are listed below and must be presented in the same order. The volume or size of the proposal should be concise without needless duplication of marketing materials. The proposal shall be completed and submitted with the following information:

**A. Cover Letter.** Include an introductory letter expressing interest in the project. The letter provided will contain the following:

- a. Name of submitting company/entity and identify the legal status of the submitting company/entity (non-profit, private, partnership, LLC, corporation, etc.).
- b. Name, title, address, telephone number, and email address of the person designated as the primary contact for the submitting company or entity.
- c. Name, title, address, telephone number, and email address of the individual who will serve as the project manager on the project.
- d. The cover letter must be signed by a person authorized to represent and legally bind the firm.

**B. Scope of Services and Approach.** Provide a statement of your understanding of the services requested, and what value your proposal would add to the City's goals of:

- Furthering compatibility, cohesiveness, and consistency in urban design throughout the City;
- Consistently applying community design concepts to site planning, landscape architecture, and architecture;
- Maintaining the City's land use and development standards;
- Encouraging flexibility in design to accommodate a range of uses and foster economic development;
- Promoting high-quality standards to preserve and enhance community character, appearance, and identity; and
- Streamlining the development process.

Discuss your method and plan for providing each of the elements outlined in the Project Scope, and a detailed schedule showing typical turnaround times to review projects.

- C. Consultant’s Prior Experience & Qualifications.** Provide a brief overview and profile of the consultant firm, including size and organization, function, capabilities, and philosophy, focusing on the specific needs identified in the proposal. Provide a list of examples of recent work completed within the last five (5) years demonstrating pertinent City Landscape Architect and landscape design review service experience and qualifications working with municipalities and other public agencies. Include samples of review memos or letters, and before and after drawings to demonstrate the consultant’s role in improving project design. Samples for single-family, multi-family, mixed-use, and commercial developments are desired.
- D. References.** Provide a listing of at least three (3) public agencies within which work or selected tasks have been performed within the past five (5) years that are of a similar nature to the services requested herein. Name and description of the project shall be provided, and a specific reference person to contact.
- E. Team Members.** Provide an organization chart indicating all key team members and their titles and responsibilities. Identify known team members with names, addresses, and phone numbers of key representatives. Provide relevant qualifications and project-specific experience of the principals of the team. Identify known consultants/sub-consultants (architects, engineers, contractors, etc.). Include resumes of key team members and their roles. Designate the individual who will be the primary point person with City staff and oversee the scope of work.
- F. Proposed Fee.** The cost proposal must be comprehensive, complete, and valid for 180 days from the RFP due date. The cost proposal shall identify the cost of sub-consultants, if any, and shall be broken down by individual tasks as outlined in the project scope. Include payment expectations, hourly rates, and anticipated hours of work.

## 10. Submission of Proposals

To receive consideration, proposals must be received by the City of Alhambra Community Development Department **no later than Noon (PST) on Monday, May 8, 2023.** Proposals shall be submitted in a sealed package. Proposals that are late or incomplete will be rejected. Submission requirements are detailed in Section 9, “Proposal Contents,” of this RFP. It is the responsibility of the consultant to see that any proposal sent through the mail, or any other delivery method, should have sufficient time to be received by the City of Alhambra’s Community Development Department before the proposal’s due date and time. Postmarks and late proposals will not be accepted. Faxed or emailed proposals will also not be accepted. No exceptions will be made.

Submittal requirements are as follows:

- a) Submit one (1) signed and unbound original and five (5) bound copies of the proposal on 8½” x 11” paper with section separators.

- b) Submit one (1) electronic PDF format copy of all documents on a USB flash drive.

Proposals must be clearly addressed and submitted by mail or hand-delivered to the following:

City of Alhambra - Community Development Department  
ATTN: Maia McCurley, Senior Planner / RFP No. RFP2M23-13  
111 South First Street  
Alhambra, CA 91801

## 11. Evaluation and Award of Contract

The City of Alhambra is expected to receive competitive proposals from firms having specific experience and qualifications in the areas identified in the solicitation. The City reserves the right to select a consultant that best meets the overall needs of the City based primarily on the goals and requirements outlined in the RFP. Failure to incorporate all the requested information may result in the disqualification of the proposal. Although the cost will be considered, a contract will be awarded to the firm that best meets the proposed needs at a reasonable price which may not necessarily be at the lowest cost. Factors to be considered in the selection process include, but may not be limited to, the following:

- The completeness of the submittal in response to the requirements of the RFP.
- Relevant experience of the consultant in providing similar services and ability to satisfy the requirements.
- Understanding of the scope of work and approach to the requested services.

The City will review proposals for compliance with the RFP and schedule interviews with a limited number of respondents. The purpose of the interviews will provide an opportunity for the respondent to present their proposal, for staff to verify the capabilities of the respondent, and to clarify any responses to the Request for Proposal. The City reserves the right to request additional information as deemed necessary and appropriate.

This RFP and the selection process shall in no way be deemed to create a binding contract or agreement of any kind between the City and any respondent. It is expected that the City Council will award a contract following a review of staff's recommendation. However, the City Council may also decide to delay or not a make decision as anticipated.

## 12. General Requirements and Conditions

- A. The City is Under No Obligation to Award a Contract.** Issuance of this RFP and receipt of responses do not commit the City to award a contract. The City reserves the right to postpone the review of responses or to accept or reject any or all responses received to this RFP.

- B. Cost of Preparation of a Proposal.** Each respondent agrees that the City of Alhambra shall not, in any event, be liable for any pre-award of contract expenses incurred by any firm(s). The City will not pay any costs incurred in the preparation, printing, interview, or contract negotiation process. All costs associated with preparing and presenting the responses shall be borne by the respondent. In addition, each respondent agrees that all documentation and materials submitted with a proposal shall remain the property of the City.
- C. Confidentiality.** While the City understands that the respondent may desire to treat certain information as confidential, the City is bound by applicable law. The City of Alhambra is a public body and written correspondence may be subject to the California Public Records Act and the City may not be able to treat matters as confidential. Likewise, any contract with the Proposer is required to be approved by the City Council at a public meeting.
- D. City Contract.** The selected consultant will be required to enter into a Professional Consulting Services contract with the City of Alhambra and maintain insurance coverage as indicated in Exhibit 1 of this RFP. Submission of a proposal indicates that the consultant accepts the terms of the contract.
- E. Business License.** A City of Alhambra Business License will be required for the selected respondent and any subcontractor.



**EXHIBIT 1**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**Contract No. [REDACTED]**

**This AGREEMENT FOR PROFESSIONAL SERVICES (“AGREEMENT”)** is made and entered into effective as of the [REDACTED] day of [REDACTED], 2023 (the “Effective Date”) by and between the CITY OF ALHAMBRA, a charter law city, located at 111 South First Street, Alhambra, CA 91801, (“CITY”) and [REDACTED] [inset corporation, LLC, partnership etc.], located at [REDACTED] (“CONSULTANT”).

**WITNESSETH:**

For and in consideration of the promises and of the mutual covenants and agreements herein contained, said parties hereby agree as follows:

**1. RECITALS.** This AGREEMENT is made and entered into with respect to the following facts:

- A. CITY requires professional consulting services (“SERVICES”) for a consulting City Landscape Architect to provide professional landscape design review services; and
- B. On April 11, 2023, CITY issued a Request for Proposals #RFP2M22-13 (“RFP”) to obtain professional consulting services for a consulting City Landscape Architect to provide professional landscape design review services for the CITY and based on review and rating of RFPs received CONSULTANT was selected; and
- C. CONSULTANT is qualified to provide those certain services to the CITY necessary for said SERVICES; and, therefore, the Alhambra City Council has elected to engage the services of CONSULTANT upon the terms and conditions hereinafter set forth.

**2. SCOPE OF SERVICES.**

- A. CONSULTANT shall furnish to the City all labor, materials, tools, equipment, services, and incidental customary work necessary to fully and adequately perform those services described in CONSULTANT’s Proposal for Services dated [REDACTED], (“PROPOSAL”) consistent with the CITY’s Request for Proposals dated [REDACTED] (“RFP”) attached hereto as Exhibits “A” and “B” respectively and hereby incorporated by reference.

- B. Performance of the SERVICES specified herein is made an obligation of CONSULTANT under this AGREEMENT, subject to any changes made subsequently upon the mutual written agreement of the parties.
- C. The scope of services to be performed by CONSULTANT under this AGREEMENT shall include, but not be limited to, those services specified in Paragraph 2A hereof.

**3. PERFORMANCE STANDARDS.** While performing this AGREEMENT CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CONSULTANT shall cooperate with CITY if CITY opts to monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

**4. FAMILIARITY WITH WORK.**

- A. By executing this AGREEMENT, CONSULTANT agrees that, to the best of CONSULTANT's knowledge and belief, CONSULTANT has
  - (i) Carefully investigated and considered the scope of services to be performed;
  - (ii) Carefully considered how the services should be performed; and
  - (iii) Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

**5. CITY SUPERVISION.** The Director of Community Development of CITY, or the Director's designee, shall have the right of general supervision of all work performed by CONSULTANT and shall be the CITY's agent with respect to obtaining CONSULTANT's compliance hereunder. No payment for any services rendered under this AGREEMENT shall be made without the prior approval of the Director of Community Development or the Director's designee.

**6. FEE.** Compensation to CONSULTANT for the total services to be rendered pursuant to this AGREEMENT shall be in an amount not to exceed \$ [REDACTED] to be billed in a manner described in CONSULTANT's PROPOSAL, consistent with the CITY's RFP. If any discrepancies exist between the RFP and the CONSULTANT's PROPOSAL exist, then the terms of the RFP shall control.

**7. EXTRA SERVICES.** Notwithstanding any other provision herein, no extra services shall be rendered by CONSULTANT under this AGREEMENT unless such extra services first shall have been authorized in writing by the CITY. Any such services so authorized shall be paid by the CITY at rates approved of by the CITY.

**8. PAYMENT BY CITY.** CONSULTANT shall send invoices to the City on a monthly basis, based upon the services already rendered at the time of the submission. City shall pay all proper costs within thirty (30) days of receipt of such invoice(s).

**9. TERM.** The term of this AGREEMENT shall be for five years from the Effective Date. The CITY shall have the option to extend the term of the AGREEMENT twice, each for an additional five years. If CONSULTANT does not wish to extend, CONSULTANT must notify CITY in writing at least 90 days prior to the expiration of the then term of the AGREEMENT.

**10. DISPUTES AND REMEDIES.**

- A. Claims, disputes, and other matters in question between the Parties arising out of or relating to this AGREEMENT or the breach thereof, must be resolved by the following procedure:
- (i) CITY and CONSULTANT will exercise their best efforts to resolve disputes through the development of a consensus. A meeting may be requested by CITY or CONSULTANT at any time for the purpose of resolving a dispute. A determination by CITY'S Director of the Department of Community Development will be made within two (2) weeks after a meeting to resolve the dispute;
  - (ii) If unresolved within thirty (30) days, then City Manager, or his designee, will make a final determination;
  - (iii) Following the City Manager's final determination, the Parties may submit any unresolved matters to non-binding mediation. The parties may, but are not required to be, represented by counsel in mediation;
  - (iv) If the Parties do not agree to mediation, or if mediation does not resolve the Parties' dispute, the matter may be pursued in Los Angeles County Superior Court, or the United States District Court, Central District of California, if federal jurisdiction exists.

- B. The Parties' rights and remedies under this Agreement are in addition to any other rights and remedies provided by law.

**11. PREVAILING WAGE.** CONSULTANT is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the SERVICES are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with such Prevailing Wage Laws. The CITY shall provide CONSULTANT with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the SERVICES available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. CONSULTANT shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**12. TERMINATION OF AGREEMENT.** The CITY may terminate this AGREEMENT upon giving a ten (10) day advance written notice of such termination to CONSULTANT. In that event, the City Manager, or his designee, based upon work accomplished by CONSULTANT prior to notice of such termination, shall determine the amount of fees to be paid to CONSULTANT for such services based upon accepted accounting practices. This finding by the City Manager, or his designee, shall be considered by the Alhambra City Council and the Council's determination shall be final and conclusive as to the amount of such fee.

**13. INDEPENDENT CONTRACTOR.** CONSULTANT shall act as an independent contractor in the performance of the services provided for in this AGREEMENT and shall furnish such services in CONSULTANT's own manner and method and in no respect shall CONSULTANT be considered an agent or employee of the CITY.

**14. OWNERSHIP OF DOCUMENTS.** All financial documents, data, studies, and reports prepared by CONSULTANT under this AGREEMENT are CITY's property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this AGREEMENT, or use of incomplete work product, is at CITY's own risk. CITY will indemnify and hold CONSULTANT harmless for any use of the work product other than as contemplated by this AGREEMENT.

**15. PUBLICATION OF DOCUMENTS.** Except as necessary for performance of service under this AGREEMENT, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or City without CITY's prior written approval. All

press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

**16. NONASSIGNMENT.** This AGREEMENT is not assignable either in whole or in part by CONSULTANT without the written consent of CITY.

**17. TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a valid Taxpayer Identification Number.

**18. PERMITS AND LICENSES.** CONSULTANT, at its sole expense, will obtain and maintain during the term of this AGREEMENT, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

**19. INDEMNIFICATION.**

A. CONSULTANT hereby agrees to the following:

(i) Indemnification for Professional Services. CONSULTANT will save harmless and indemnify CITY and, at CITY's request, reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries, including death or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement.

(ii) Indemnification for other Damages. CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, and representatives.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

- D. CITY does not, and shall not, waive any rights against CONSULTANT which it may have by reason of the aforesaid hold-harmless AGREEMENT because of the acceptance by CITY or the deposit with CITY by CONSULTANT, of any of the insurance policies hereinafter described in this AGREEMENT.
- E. The aforesaid hold-harmless AGREEMENT by CONSULTANT shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONSULTANT, or any subcontractor of CONSULTANT, regardless of whether such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- F. Notwithstanding any provision of this Agreement to the contrary, design professionals shall be required to defend and indemnify the City only to the extent allowed by Civil Code Section 2782.8, namely for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional" includes licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities which offer such services in accordance with the applicable provisions of the Business and Professions Code.
- G. The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

**20. INSURANCE.** CONSULTANT shall not commence work under this contract until CONSULTANT shall have obtained all insurance required by this AGREEMENT and such insurance shall have been approved by CITY as to form, amount and carrier, nor shall CONSULTANT allow any subcontractor of CONSULTANT to commence work on any subcontract until all similar insurance required of the subcontractor of CONSULTANT shall have been so obtained and approved.

- A. COMPENSATION INSURANCE. CONSULTANT shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONSULTANT'S employees employed to perform the SERVICES as described section 2 of the AGREEMENT; and, if any work is sublet, CONSULTANT shall require the subcontractor of CONSULTANT similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONSULTANT. If any class of employees engaged in work under this AGREEMENT is not protected under any Workers' Compensation law, CONSULTANT shall provide and shall cause each subcontractor of CONSULTANT to provide adequate insurance for the protection of employees not otherwise protected. CONSULTANT shall indemnify CITY for any damage resulting to it from failure of either CONSULTANT or any subcontractor of CONSULTANT to take out or maintain such insurance.

B. COMPREHENSIVE GENERAL LIABILITY, PROFESSIONAL LIABILITY, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONSULTANT shall take out and maintain during the life of this contract comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance and shall protect CITY, its elective and appointive boards, officers, agents and employees, CONSULTANT, and any subcontractor of CONSULTANT performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S or any subcontractor of CONSULTANT'S operations under this contract, whether such operations be by CONSULTANT or by any subcontractor of CONSULTANT, or by anyone directly or indirectly employed by either CONSULTANT or any subcontractor of CONSULTANT, and the amounts of such insurance shall be as follows:

- (i) Commercial General Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);
- (ii) Professional Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);
- (iii) Comprehensive Automobile Liability Insurance in an amount of not less amount of not less than ONE MILLION DOLLARS (\$1,000,000).

A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth in subsections (i),(ii), and (iii) above.

C. PROOF OF INSURANCE. The insurance required by this Agreement shall be with insurers which are Best A+ rated, and California-Admitted, or better. The CITY of Alhambra shall be named as "additional insured" on all policies required hereunder, except for Professional Liability Insurance, and CONSULTANT shall furnish the CITY Clerk, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give CITY at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of the contract.

D. NOTICE TO COMMENCE WORK. The CITY will not issue any notice authorizing CONSULTANT or any subcontractor to commence work under this AGREEMENT until CONSULTANT has provided to the CITY Clerk the proof of insurance as required by subparagraph (C) of this article.

**21. NON-DISCRIMINATION.** CONSULTANT shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this AGREEMENT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

**22. UNAUTHORIZED ALIENS.** CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, *et seq.*), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

**23. CONFLICT OF INTEREST.** CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

**24. WAIVER.** Waiver by any party hereto of any term, condition, or covenant of this AGREEMENT shall not constitute the waiver of any other term, condition or covenant hereof.

**25. ATTORNEY'S FEES.** If litigation is reasonably required to enforce or interpret the provisions of this AGREEMENT, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees, in addition to any other relief to which it may be entitled.

**26. BINDING EFFECT.** This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

**27. PROVISIONS, CUMULATIVE.** The provisions of this AGREEMENT are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

**28. NO PRESUMPTION RE: DRAFTER.** The parties acknowledge and agree that the terms and provisions of this AGREEMENT have been negotiated and discussed between the parties and their attorneys, and this AGREEMENT reflects their mutual AGREEMENT regarding the same. Because of the nature of such negotiations and discussions it would be inappropriate to deem any party to be the drafter of this AGREEMENT; and, therefore, no presumption for or against validity or as to any



interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this AGREEMENT.

**29. ASSISTANCE OF COUNSEL.** Each party to this AGREEMENT warrants to each other party as follows:

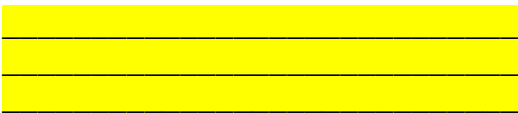


- A. That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this AGREEMENT, and all related documents; and,
- B. That each party has lawfully authorized the execution of this AGREEMENT.

**30. MODIFICATION.** This AGREEMENT shall not be modified except by written agreement of the parties.

**31. GOVERNING LAW.** This AGREEMENT shall be interpreted and construed according to the laws of the State of California.

**32. NOTICE.** Whenever it shall be necessary for either party to serve notice on the other regarding this AGREEMENT, such notice may be furnished in writing by either party to the other and shall be served by personal service as required in judicial proceedings or by certified mail, postage prepaid, return receipt requested, addressed to the parties as follows:

CITY: Andrew Ho, Director of Community Development  
City of Alhambra  
111 South First Street  
Alhambra, CA 91801

CONSULTANT:   
Tel:   
Fax: 

**33. FORCE MAJEURE.** Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include, but not be limited to, acts of God, fire, flood, earthquake, or other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or government statutes or regulations superimposed after the fact.

**34. ELECTRONIC TRANSMISSION OF CONTRACT AND SIGNATURE.** The Parties agree that this Agreement may be transmitted and signed by electronic mail by either/any or both/all Parties, and that such signatures shall have the same force and

effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed on its effective date by their respective officers duly authorized on their behalf.

“CITY”

CITY OF ALHAMBRA, a Charter Law City

ATTEST:

By \_\_\_\_\_  
Adele Andrade-Stadler, Mayor

\_\_\_\_\_  
Lauren Myles, City Clerk

APPROVED AS TO FORM:  
JOSEPH M. MONTES, CITY ATTORNEY

By \_\_\_\_\_

“CONSULTANT”

FULL NAME OF CONSULTANT

TAXPAYER ID # \_\_\_\_\_

By \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_