



Dear Prospective Vendor:

If you intend to submit a bid or proposal, please contact Tammy Hecht at (805) 583-6325 and provide your name, address, telephone number, fax number, and E-mail address.

The City will use this information to notify you of any addenda to these documents. Without this information, the City has no way of identifying who may have outdated or incomplete copies. It is the prospective vendor's responsibility to ensure the most complete and current versions of the documents are obtained, including any addenda.



REQUEST FOR PROPOSALS (RFP) TO
PROVIDE CONSULTING SERVICES TO PREPARE A
HOUSING ELEMENT UPDATE AND ENVIRONMENTAL REVIEW
SPECIFICATION NO. ESP 19-01

The City of Simi Valley, Department of Environmental Services, is inviting proposals pursuant to Specification No. ESP 19-01 for consulting services to prepare an Update to the Housing Element and Environmental Review.

Additional information may be obtained by contacting:

Eric Chen, Associate Planner
City of Simi Valley
Department of Environmental Services
Email: Echen@simivalley.org
Direct Line: (805) 583-6773

Seven copies of the Technical Qualification Proposal and one copy of the Cost Proposal must be submitted in separate sealed envelopes. Late submittals or electronically transmitted copies will not be accepted. All proposals shall be submitted at or before 3:00 p.m. on January 6, 2020, to the following:

Proposal Review Committee
Attn: Yvette Moore, Administrative Officer
City of Simi Valley
Department of Environmental Services
2929 Tapo Canyon Road
Simi Valley, CA 93063-2100

Note: Please mark the outside of the envelopes (and express shipment envelope, if applicable):

REQUEST FOR PROPOSALS
Proposal Designation (Technical or Cost)
Housing Element Update and Environmental Review
January 6, 2020
3:00 p.m.

CITY OF SIMI VALLEY
 REQUEST FOR PROPOSALS (RFP) TO
 PROVIDE CONSULTING SERVICES TO PREPARE A
 HOUSING ELEMENT UPDATE AND ENVIRONMENTAL REVIEW
 SPECIFICATION NO. ESP 19-01

TABLE OF CONTENTS

Introduction.....	1
City Profile	1
Project Description	1
Scope of Work.....	2
Digital Databases and Models	5
Budget.....	5
Proposal Content and Evaluation	6
Proposal Terms and Conditions	9
Consultant Information	15
Statement of Proposer’s Qualifications and References	16
Insurance Forms.....	17
Workers’ Compensation Insurance Certificate	19
Form Contract.....	20

CITY OF SIMI VALLEY
REQUEST FOR PROPOSALS (RFP) TO
PROVIDE CONSULTING SERVICES TO PREPARE A
HOUSING ELEMENT UPDATE AND ENVIRONMENTAL REVIEW
SPECIFICATION NO. ESP 19-01

Introduction

The City of Simi Valley intends to prepare and implement an updated Housing Element of the General Plan pursuant to Government Code Section 65581 et seq. and corresponding environmental documents for the said element update pursuant to Section 15166 of the State California Environmental Quality Act (“CEQA”) Guidelines. **The City seeks to retain the services of a professional housing consultant team with extensive experience to prepare and update Housing Element and corresponding Environmental Documents for the 2021-2029 planning period**, to achieve certification by the State Department of Housing and Community Development (“HCD”) no later than October 1, 2021, for developing a clear, concise, and legally defensible Housing Element that meets the varied needs of the community.

City Profile

The City of Simi Valley, incorporated on October 10, 1969, encompasses an area of approximately 42 square miles. This bedroom community serving the greater Los Angeles metropolitan area, with an estimated population of 126,788 (as of July 2015) and a total of 44,000 housing units, is the third largest of Ventura County's ten cities.

Project Description

The City’s current certified Housing Element, adopted on February 3, 2014, was prepared in conjunction with a comprehensive update of the City’s General Plan adopted on June 4, 2012.

The purpose of this project is to update the Housing Element to comply with State Housing Law and to accommodate the City’s new Regional Housing Needs Allocation (“RHNA”) during the Sixth Cycle Housing Element Planning Period, extending from October 15, 2021 to October 15, 2029. The new Housing Element must be adopted and deemed compliant with State law by HCD by October 15, 2021. The update shall reassess the community’s existing and projected housing needs and update existing or set forth new policies and schedules in a cooperative effort that promote preservation, improvement and development of diverse types and costs of housing throughout the City, while maintaining a responsibility toward economic, environmental and fiscal factors. The update shall ensure compliance with new State statutes applicable to the Housing Element. The updated Housing Element shall be internally consistent with the General Plan and show consistency with the Regional Transportation Plan and Sustainable Communities Strategy. The proposed update shall build upon the existing Housing Element and through citizen participation and

consultation with City staff and HCD, feasible housing goals, objectives, policies and programs shall be developed.

Scope of Work

It is required that, among other things, the consultant selected for the update project will complete the following specific tasks in conjunction with the review and update of the element.

A. Project Schedule

Develop a timeline schedule with milestones for the review and appeal (if necessary) of RHNA and the certification of the Housing Element by HCD by October 1, 2021. The project schedule shall include a detailed explanation of all stages of the project, including, at a minimum:

- a. Kick off meeting with staff to refine the scope of work;
- b. Identification of major milestones, meetings, and work products;
- c. Public outreach, subcommittee meetings, and workshops;
- d. Delivery of analysis and findings during assessment and development of the RHNA and Housing Element Update;
- e. Response to HCD review and City staff review times;
- f. Delivery of draft and final draft Housing Element; and
- g. Public hearings (Planning Commission and City Council).

B. Existing Conditions and Needs

1. Review the City's current Housing Element, General Plan and other supporting materials as needed to gain insight and understanding of Simi Valley's housing progress and priorities;
2. Evaluate results from previous housing programs and policies implemented, and their effectiveness;
3. Assess the feasibility of the City to use HCD's new streamlined update process, according to HCD's Housing Element Update Guidance document; and
4. Review the City's Local Hazard Mitigation Plan for consistency with SB 379.

C. Regional Housing Needs Assessment (RHNA)

1. Review City's vacant land inventory;
2. Review and assist with RHNA; and
3. Assist City staff through appeal process (if applicable).

D. Assessment of Housing Needs

1. Prepare an updated assessment of housing needs in Simi Valley, and an inventory of resources and constraints relative to meeting those needs; and

2. Incorporate the RHNA figures as provided by the Southern California Association of Governments (“SCAG”).

E. Preparation of Draft Housing Element

A draft Housing Element shall be prepared in compliance with all applicable state and federal laws, including all tables, maps, etc., and shall include the following:

1. Updated housing, population, demographic, and employment data to coincide with recent SCAG growth projections and latest Census;
2. Assessment of the housing and market conditions and immediate needs within the City, including special housing needs;
3. Identification of actual and potential constraints on the maintenance, improvement, and development of housing for all income levels;
4. Prepare an “adequate site analysis,” along with an inventory of suitable sites toward housing production opportunities; and the City’s capacity to meet regional housing goals; and
5. A Housing Element (2021-2029) implementation program including quantifiable objectives and programs to address housing needs for all income levels, the workforce, the elderly, veterans, and population with disabilities, special needs, or experiencing homelessness.

F. General Plan Amendment (if applicable)

Identify sections of the City's General Plan Land Use Element that may need to be amended to be in compliance with State law, including all tables, maps, etc., consistent with the 2021-2029 Housing Element.

G. Specific Plan or Form Based Codes – SB 2 Priority Policy Area

In conjunction with the State Department’s SB 2 Planning Grants Program for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production, incorporate new specific plans, neighborhood studies, zoning districts, and any housing production opportunity areas/factors identified under the State’s Priority Policy Area toward the adequate site analysis and any pertinent component toward the Housing Element update.

H. Environmental Review

Prepare, post, and file all the appropriate environmental documents for compliance with CEQA, including the Initial Study, Notice of Intent to Adopt a (Mitigated) Negative Declaration or other CEQA determinations as applicable, Response to Comments, Mitigation Measures, Mitigation Monitoring Program, and Notice of Completion to be filed with the Ventura County Clerk and Recorder. In addition, the consultant will be responsible for preparing all notices and mailings for SB 18 and AB 52.

I. Deliverables:

1. Prepare and submit one (1) reproducible copy and one (1) electronic copy in Microsoft Word format and one (1) Adobe Portable Document Format (PDF) of the Administrative Draft Housing Element and General Plan Land Use Element (if applicable) for City staff to review and comment upon in accordance with the project's schedule. Design of the draft (text, font, graphics, tables, figures, and picture placement) to match the General Plan document format and quality;
2. Revise the Administrative Draft Housing and Administrative Draft Land Use Elements to incorporate staff's comments and submit one (1) reproducible copy, one (1) electronic copy in Microsoft Word format, and one (1) electronic copy in Adobe Portable Document Format (PDF) of the Draft Housing Element and Draft Land Use Element to the Community Development Department for City staff distribution to HCD, the City Council, the Planning Commission, and the general public for review and comment;
3. Prepare, post, and file the appropriate environmental documents for compliance with CEQA, including the Initial Study, Notice of Intent to Adopt a (Mitigated) Negative Declaration or other CEQA determinations as applicable, Response to Comments, Mitigation Measures, Mitigation Monitoring Program, and Notice of Completion to be filed with the Ventura County Clerk and Recorder;
4. Prepare addendum and revisions to draft documents both in response to City input and comments from HCD, including tracking of said revisions;
5. Prepare Final Draft Updated Housing Element in response to comments from HCD, responsible agencies, City staff, the Planning Commission, City Council, and the public. Upon determination of compliance by HCD of the Final Draft Housing Element and Draft Land Use Element, the consultant will submit thirty (30) bound copies, one (1) electronic copy in Microsoft Word format, and one (1) electronic copy in Adobe Portable Document Format (PDF) of the Final Draft Housing Element (2021-2029) and Final Draft Land Use Element for distribution to the Planning Commission and the City Council for final adoption at corresponding public hearings;
6. Amend the Public Safety Element of the City's General Plan incorporating elements of the Local Hazard Mitigation Plan, climate adaptation and resiliency strategies consistent with SB 379;
7. Attend, present, and participate in Planning Commission meetings, City Council meetings, steering committee meetings, informational workshops or study session meetings, City staff meetings, and public hearings as required by the City;
8. Prepare public meeting presentation materials, memos, letters, and other documents as required by City staff;
9. Provide regular e-mail progress reports to the Project Manager;
10. Assist in the preparation of staff reports and exhibits for Planning Commission and City Council;
11. Provide and maintain an Internet-based folder for all project materials accessible to City staff and consultants;
12. Coordinate with City staff and HCD staff as necessary;

13. Upon adoption of the Final Draft Housing Element and Final Draft General Plan Land Use Element by the City Council, the consultant will prepare a final adopted version with the date of adoption prominently displayed on the front cover and throughout the document to distinguish it as the official document from other versions of the Housing Element and Land Use Element. The consultant shall provide ten (10) bound copies, one (1) electronic copy in Microsoft Word format, and one (1) electronic copy in Adobe Portable Document Format (PDF) of the adopted Housing Element and Land Use Element for distribution to HCD, City departments, and other stakeholders; and
14. The consultant shall assist the City in achieving State certification of the Housing Element after adoption by the City Council and shall perform all tasks necessary to obtain HCD certification.

Digital Databases and Models

All work performed by the consultant will utilize the City's computer software applications: Microsoft Office Suite 2010. Maps prepared for the Housing Element and environmental documents shall be compatible with the City's Geographic Information System (GIS) program which is based on ArcGIS version 10.5.1. The consultant will be provided access to the City's latest GIS database, which currently contains 50 plus layers (including an Existing Land Use, General Plan Land Use, Zoning, etc.).

Budget

Funds have been set aside for this fiscal year to initiate the project. A final budget will be established upon selection of the consultant and before any authorization to proceed. The City's Housing Successor Agency Fund will be the primary source of funds for the requested scope of services. Because it is anticipated that this project will take approximately two years and will carryover to future fiscal years, it is important that the consultant proposal be presented in clearly defined phases (with cost breakdowns for each), so that the final budget and scope of services can be determined.

PROPOSAL CONTENT AND EVALUATION

The Proposer shall prepare a detailed Technical Qualification Proposal and a Cost Proposal for the work to be performed. Seven copies of the Technical Qualification Proposal and one copy of the Cost Proposal shall be submitted in separate sealed envelopes. The proposal package must contain the following:

Technical Qualifications Proposal

The Project Proposal shall include the following in summary form:

1. Introduction

Introduction of project proposal shall include:

- a) The name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact for further information. Any participating firms and proposed sub-consultants shall be identified and included in the proposal (all sub-consultants must be approved by the City).
- b) Narrative communicating your understanding of and approach to the project.
- c) Discussion of how the objectives of the project description will be accomplished.

2. Qualifications

- a) A completed Statement of Proposer's Qualifications and References form provided in the Request for Proposals (page 16). A description of the project team's capabilities and no fewer than two (2) examples of similar projects worked on within the last five (5) years and three (3) professional work references. For each example submitted, include the purpose and goals of the project, your firm's actual role in the project and any special factors such as uniqueness, critical time constraints, and unusual problems associated with completing the project. Also include references and contact names from each agency for which consulting services were provided.
- b) List the project team's key personnel, years with the firm, title, and contact phone number(s).
- c) A description of the project team key personnel's present activities and their availability to accomplish the required services.
- d) An Organization Chart showing the proposed relationships between all key personnel, and the support staff assigned to the project; the proposed responsibilities of each person on the chart, and brief resumes which highlight special qualifications relevant to the required tasks.
- e) Identification of any sub-consultants to be used. Information shall include the name and address of the sub-consultant, resumes of the key staff proposed for the project and the tasks to be carried out.

3. Project Description/Scope of Work

- a) List all specific work tasks (reports, meetings, and other activities) to be performed by the consultant to achieve project completion.
- b) Establish a schedule to complete the work tasks noted in the proposal concurrent with the due date for the next update of the Housing Element – presently October 15, 2021. The work schedule shall be adjusted to reflect delays resulting from the adoption of the final RHNA city-level allocations by SCAG beyond the current October 1, 2020 deadline, or other delays imposed by the State Legislature or SCAG regarding the deadline for the adoption of the next Housing Element.
- c) Indicate the name and version of all software to be used by the consultant.

4. Conflict of Interest

The consultant shall disclose any financial, business or other relationships with the City which may have an impact on the outcome of this contract or any resulting construction project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

Cost Proposal

The consultant's Cost Proposal shall contain the following:

1. List consultant's individual task and total fees for the duration of the contract and proposed payment schedule.
2. The Fee Schedule shall be transmitted separately in a sealed envelope and include a cover letter that must be signed by an official authorized to bind the Consultant contractually, and shall contain a statement as to proposed start date and completion date and that the proposals are firm offers for a 90-day period. The letter shall also provide the following: name, title, professional license registration number, address and telephone number of individuals with authority to negotiate and contractually bind the Consultant. The cover letter constitutes certification by the Consultant, under penalty of perjury, that the Consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant shall be rejected.

PROPOSAL EVALUATION AND SELECTION

Copies of the Technical Qualification Proposal (7) and Cost Proposal (1) must be submitted in separate sealed envelopes at or before 3:00 p.m. on January 6, 2020.

Late proposals or electronically transmitted copies will not be accepted.

The Technical Qualification Proposal will be evaluated based on:

- Understanding of scope of work
- Approach to completing project
- Demonstrated professional skills and staff credentials
- Related Work Experience within the previous five (5) years and references
- Quality of the proposal and subsequent interview

The Cost Proposal will not be used in the ranking process. The Technical Qualification Proposal and staff determination of skills based upon associated background research will determine the ranking.

The Cost Proposal will not be opened until the Technical Qualification Proposal has been ranked. The firm rated as the most qualified for the requested services will be invited to negotiate a final contract. If an arrangement is not reached, the City may terminate negotiations and commence negotiations with the next most qualified firm.

The selected firm must execute a written contract prepared by the City (sample copy attached).

The award of contract will be based on a combination of all of the evaluation factors. The City reserves the right to reject any and all proposals, and to award or not to award a contract.

PROPOSAL TERMS AND CONDITIONS

Requirement to Meet All Request for Proposals Provisions - Each proposer shall meet all of the work scope/specifications and Request for Proposals Terms and Conditions. By virtue of the proposal submission, the proposer acknowledges agreement with and acceptance of all provisions of the work scope/specifications except as expressly qualified in the proposal. Nonsubstantial deviations may be considered provided that the proposer submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is acceptable will be determined by the City of Simi Valley in its sole discretion.

Communications Regarding Proposal - All timely requests (timely requests are those which the City in its sole judgment, can reasonably respond to before the submittal deadline) for information submitted in writing will receive a written response from the City. Questions should be addressed to Eric Chen, Associate Planner via email to echen@simivalley.org. All firms having received an RFP packet will be copied on questions and responses via email. Telephone communications with City staff are not encouraged but will be permitted. However, any such verbal communication shall not be binding on the City.

Proposal Submission - Each proposal must be submitted as described in the Request for Proposals. The Project Proposal and Cost Proposal shall be enclosed in separate sealed envelopes and addressed to the Department of Environmental Services, City of Simi Valley, 2929 Tapo Canyon Road, Simi Valley, California 93063. The proposal shall be clearly labeled with the proposal title, name of proposer, and date and time proposals are due. If proposal is delivered to the City via express delivery or other priority mail service, the above information must also be included on the outside shipment envelope.

Submission of One Proposal Only - No individual, or business entity of any kind shall be allowed to make or file or to be interested in more than one proposal, except an alternative proposal when specifically requested. However, an individual who has quoted prices on materials to a firm submitting a proposal is not thereby disqualified from quoting prices to other firms submitting proposals.

Proposal Withdrawal - Proposers may withdraw their proposal without prejudice prior to the time specified as the due date by submitting a written request to the Environmental Services Director for its withdrawal. If this occurs the proposal will be returned to the proposer unopened. No proposal received after the time specified or at any place other than the place stated in the Request for Proposals will be considered.

Proposal Retention and Award - The City reserves the right to retain all proposals for a period of 90 days for examination and comparison. The City also reserves the right to determine and waive nonsubstantial irregularities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that the proposals are qualified by specific limitations, and to make award as the interest of the City may require based on the criteria identified in this Request for Proposals.

Contract Requirement - The proposer to whom award is made shall execute a written contract with the City within ten (10) calendar days after written notice of the award has been sent by mail to the address given in the proposal or within ten (10) calendar days after receipt by proposer.

The City's form contract is attached. The contract will be refined during final preparation of the contract documents between City and Consultant. The "Scope of Work" will be incorporated in the Contract as Exhibit "A", the "Schedule of Fees" will be incorporated as Exhibit "B" and if applicable, Insurance Requirements will be incorporated as Exhibit "C".

The proposer warrants that proposer possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable; and further, proposer shall comply with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.

Failure to Accept Contract - If upon notification of intent to award the proposal by the City, the proposer fails to enter into the Contract within the specified time period, the pending award will be annulled. In such case, the City reserves the right to recover any damages proximately caused by the proposer's failure to enter into a contract. An award may be made to the next most qualified proposer who shall fulfill every term and condition of the Request for Proposals.

Business Tax - The City's Business Tax Ordinance requires that a Business Tax Receipt be obtained before any business, trade, profession, enterprise, establishment, occupation, or calling is conducted within the City. The amount of the tax is based on gross receipts resulting from business conducted in the City of Simi Valley and is required to be paid when business is conducted in the City even though the principal location of the business may be outside of the City or a Business Tax Receipt has been issued to them by another city. Issuance of a Business Tax Receipt is only evidence of the fact that the tax has been paid. It does not sanction or approve any operation not otherwise permitted. The City will verify that the proposer has a valid City of Simi Valley Business Tax Receipt prior to the execution of the Contract. Additional information regarding the City's Business Tax program may be obtained by calling (805) 583-6736.

Non-Exclusive Contract - The City reserves the right to purchase the items/services listed in this Request for Proposals, as well as any supplemental items/services, from other vendors during the Contract term.

Submission of References - Each proposer shall submit a statement of qualifications and references on the form provided in the Request for Proposals package.

Insurance - The proposer shall meet the following provisions (Sections 1 through 7) relating to insurance coverages.

1. General Conditions - Without limiting the Consultant's indemnification of City, Consultant shall provide and maintain at its own expense the insurance listed

under Section 7 (Evidence of Coverages) covering its operations, subject to the following conditions:

- a) The City, its Boards, Officers, Agents, and Employees shall be included as additional insureds in all liability insurance policies and endorsements thereto except for Workers' Compensation and Professional Errors and Omissions. The City shall be named Loss Payee as its interest may appear in all property insurance.
 - b) Such insurance shall be primary with respect to any insurance maintained by City and shall not call on City's insurance for contributions.
 - c) With respect to the interests of the City, the Consultant's insurance shall not be canceled nor reduced in coverage or limits until after thirty (30) days written notice shall have been sent by certified mail (return receipt requested) to the City of Simi Valley, Department of Environmental Services, 2929 Tapo Canyon Road, Simi Valley, California 93063, and shall contain an unequivocal clause so stating.
 - d) A City approved endorsement or certified copy of insurance policy providing coverage shall be submitted to and approved by the City's Risk Manager prior to commencement of any work or tenancy.
2. Workers' Compensation - The Consultant shall procure and maintain, during the life of the Contract, workers' compensation insurance or a valid certificate of consent to self-insure for all its employees engaged on or at the site of the project. In case any of the work is sublet, the Consultant shall require all subconsultants to similarly provide workers' compensation insurance for all the latter's employees unless such employees are covered by protection afforded by workers' compensation insurance carried by the Consultant.
- By submitting a proposal pursuant to this Request for Proposals, Consultant hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation.
3. Aggregate Limits/Blanket Coverage - If any of the required insurance coverages contain aggregate limits or apply to other operations or tenancy of the Consultant outside these specifications, Consultant shall give City prompt, written notice of any incident, occurrence, claim, settlement, or judgment against that insurance which may diminish the protection that such insurance affords the City. Consultant shall further take immediate steps restoring such aggregate limits or shall provide other insurance protection for such aggregate limits.
 4. Modification of Coverage - The City reserves the right at any time during the term of any contract executed with the Consultant pursuant to this Request for Proposals to change the amounts and types of insurance required hereunder by giving Consultant ninety (90) days written notice. If such change should result in a premium increase in excess of ten percent (10%) to Consultant, City agrees to negotiate additional compensation proportional to the increased Consultant benefit to the City.
 5. Failure to Procure or Maintain Insurance - Consultant's failure to procure or maintain required insurance program shall constitute a material breach of

Contract under which the City may immediately terminate the Contract or, at its discretion, procure or renew such insurance to protect the City's interests and pay any and all premiums in connection therewith, and recover all monies so paid from Consultant, or deduct all monies so paid from payments due Consultant.

6. Underlying Insurance - Consultant shall be responsible for requiring indemnification and insurance from its employees receiving mileage allowance, consultants, agents, and subconsultants, if any, to protect the Consultant's and the City's interests, and for ensuring that such persons comply with any applicable insurance statutes. Consultant is encouraged to seek professional advice in this regard.
7. Evidence of Coverages - Evidence of coverages (as checked below) having as a minimum the limits shown must be submitted and approved prior to commencement of work or any tenancy. Amounts shown are Combined Single Limit (CSL). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

<u>Description</u>	<u>Limits</u>
<input checked="" type="checkbox"/> Workers' Compensation (x) Employer's Liability (x) Waiver of Subrogation	Statutory <u>\$1,000,000</u>
<input checked="" type="checkbox"/> General Liability (must be written on an Occurrence Form) (x) Premises and Operations (x) Contractual Liability (x) Independent Contractors (x) Products/Completed Operations (x) Broad Form Property Damage (x) Personal Injury (x) Broad Form Liability Endorsement	<u>\$2,000,000</u>
<input checked="" type="checkbox"/> Automobile Liability (must be written on an Occurrence Form) (x) Owned Automobiles (x) Nonowned/Hired Automobiles	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions) (to be in continuous force from date of contract award until five years after final acceptance of the project)	<u>\$1,000,000</u>

Non-commitment of Department - This Request for Proposal does not commit the City to award a contract, to pay any costs incurred in the preparation of a Proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interests of the City to do so.

Public Domain - All products used or developed in the execution of any contract resulting from this Request for Proposals will remain in the public domain at the completion of the contract.

Ownership of Reports and Data - The originals of all studies, reports, exhibits, documents, data and/or other work/material(s) prepared and/or used to comply with any section/condition of these specifications, plus any copies of same required by the contract

to be furnished to the City, shall be deemed to be public records which shall be open to inspection by the public and, as such, shall become and remain the property of the City.

Conflict of Interest Disclosure - In accordance with California Government Code Section 87306, the Consultant awarded a contract may be required to file a Conflict of Interest Statement, Form 700. If such requirement is made, the filing must be no later than 30 days after the execution of the contract, annually thereafter prior to April 1st of each year for the duration of the contract, and within 30 days of termination of the contract. Failure to file any required statements will result in withholding payment for services rendered.

Required Timeframes - The Consultant office hours shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, so that the Consultant will be available to City staff and design professionals.

Inspections - City reserves the right to inspect the work being accomplished by the Consultant at any time.

Assignment of Consultant Personnel - The Consultant shall have City's written approval prior to making any change in a project team assigned to a project.

Protest Procedures - Any bidder, proposer, or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. Bidders are to be advised that protests of the process, terms, conditions or any other aspect of the solicitation, must be made prior to the bid or proposal due date.

Bidders and proposers may not protest the contents of the specifications of the bid/RFP nor the award based on the use of the Local Vendor Preference. Protests must be in writing and transmitted by facsimile, email or by mail to the attention of the Purchasing Agent.

Protest of the recommendation for award for bids must be made immediately, and in no event later than five working days after the close of bids. In the case of an RFP, after the notice of recommendation for award. All protests must include the following information:

1. The name, address, telephone number and email address of the protestor;
2. The signature of the protestor or protestor's representative;
3. The solicitation or contract number;
4. A detailed statement of the legal and/or factual grounds of the protest and all documentation supporting the vendor's position at the time of the initial protest;
5. The form of relief requested.

The Purchasing Agent or designee shall respond in writing within two (2) working days to the protestor. The decision rendered by the Purchasing Agent shall be in writing and shall be final.

Antitrust Claims - In accordance with Section 4552 of the Government Code, all bidders shall conform to the following requirements: in submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and

Professions Code] arising from purchases of goods, materials or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder, pursuant to the Public Works Contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor without further acknowledgment by the parties.

Accuracy of Scope of Work - The Scope of Work for this project is believed by the City to be accurate and to contain no misrepresentation or any concealment of any material fact. Consultants are cautioned to undertake an independent analysis of any test results in the Scope of Work, as City does not guarantee the accuracy of its interpretation of test results contained in the RFP package. In preparing its proposal, Consultant and all sub-consultants named in Consultant's proposal shall bear sole responsibility for Proposal preparation errors resulting from any misstatements or omissions in the RFP, which could have been ascertained by examining either the project site or accurate test data in the City's possession.

Although the effect of ambiguities or defects in the Scope of Work will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Consultant to inquire prior to Proposal submission. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Consultant and/or waiver of any defect by the Consultant. An ambiguity or defect shall be considered patent if it is of such a nature that the Consultant, assuming reasonable skill, ability, and diligence on Consultant's part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Consultant or subcontractors to notify City in writing of RFP Scope of Work defects or ambiguities prior to Proposal submission shall waive any right to assert said defects or ambiguities subsequent to submission of the Proposal.

To the extent that this RFP constitute performance specifications, the City shall not be liable for costs incurred by the successful Consultant to achieve the project's objective or standard beyond the amounts provided therefore in the Proposal.

In the event that, after awarding the Contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the RFP Scope of Work, or over any other matter whatsoever, Consultant shall immediately notify City in writing and Consultant and all sub-consultants shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by City. Failure to provide the hereinbefore described written notice within one (1) working day of Consultant becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

SUBMIT WITH PROPOSAL

CONSULTANT INFORMATION

CITY OF SIMI VALLEY
REQUEST FOR PROPOSALS (RFP) TO
PROVIDE CONSULTING SERVICES TO PREPARE A
HOUSING ELEMENT UPDATE AND ENVIRONMENTAL REVIEW
SPECIFICATION NO. ESP 19-01

Firm Name: _____
Address: _____
City: _____ State: _____ Zip: _____

_____ _____
Doing Business as: Individual/Partnership/Corporation State of Incorporation

Federal Tax ID No.: _____
DIR Registration No.: _____
Telephone: _____
Fax: _____
E-Mail: _____
Company Website: _____
Primary Contact: _____
Title: _____

SUBMIT WITH PROPOSAL

STATEMENT OF PROPOSER’S QUALIFICATIONS AND REFERENCES

The Proposer is required to state the Proposer's financial ability and a general description of similar work performed.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: _____.

List and describe fully a minimum of three projects performed by your firm within the last five years, which demonstrate your ability to complete the work included within the scope of the specifications and where the Proposer has performed work to inspect a water tank coating project. Attach additional pages if required. The District reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: _____
 Contact Individual: _____ Phone No. _____
 Address: _____
 Contract Amount: _____ Year: _____
 Description of work done: _____

Reference No. 2

Customer Name: _____
 Contact Individual: _____ Phone No. _____
 Address: _____
 Contract Amount: _____ Year: _____
 Description of work done: _____

Reference No. 3

Customer Name: _____
 Contact Individual: _____ Phone No. _____
 Address: _____
 Contract Amount: _____ Year: _____
 Description of work done: _____

General Liability Special Endorsement for the City of Simi Valley

1. ENDORSEMENT NO.

2. ISSUE DATE (MM/DD/YY)

3. PRODUCER

5. POLICY INFORMATION:

Carrier:

Policy No.:

Policy Period:

COVERAGE TRIGGER Occurrence

LOSS ADJUSTMENT EXPENSE Included in Limits
 In Addition to Limits

6. Deductible Self-insured Retention (check which) of \$ _____

7. **APPLICABLE.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Simi Valley unless checked here in which case only the following specific agreements and permits with the City of Simi Valley are covered:
CITY AGREEMENTS/PERMITS

TELEPHONE

4. INSURED

8. TYPE OF INSURANCE

GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY
COMPREHENSIVE FORM

10. OTHER PROVISIONS

9. COVERAGES

	LIABILITY LIMITS IN THOUSANDS \$	
	EACH OCCURRENCE	AGGREGATE
PREMISES/OPERATIONS		
UNDERGROUND & COLLAPSE HAZARD		
PRODUCTS/COMPLETED OPERATIONS		
CONTRACTUAL		
INDEPENDENT CONTRACTORS		

11. CLAIMS: Underwriter's representative for claims

pursuant to this insurance (address and telephone).

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter thereto, it is agreed as follows:

- 12. **ADDITIONAL INSURED.** The City of Simi Valley and its respective boards, districts, officers, agents and employees are included as additional insureds with regard to liability and defense of all claims, lawsuits, liabilities or damages of whatsoever nature arising from the operations and uses performed by or on behalf of the named insured.
- 13. **CONTRIBUTION NOT REQUIRED.** Insurance is primary with respect to any insurance maintained by the City of Simi Valley and shall not call on the City's insurance for contribution.
- 14. **CANCELLATION NOTICE.** With respect to the interests of the City of Simi Valley this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City of Simi Valley addressed as follows: City of Simi Valley, Attn.: Risk Manager, 2929 Tapo Canyon Road, Simi Valley, CA 93063.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

15. CITY DEPARTMENT/BUREAU

CITY OF SIMI VALLEY
2929 TAPO CANYON RD
SIMI VALLEY, CA 93063

16. AUTHORIZED

REPRESENTATIVE Broker/Agent Underwriter _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature

(original signature required on copy)

Telephone: () _____ Date signed _____

Automobile Liability Special Endorsement for the City of Simi Valley

1. ENDORSEMENT NO.

2. ISSUE DATE (MM/DD/YY)

3. PRODUCER

TELEPHONE

5. POLICY INFORMATION:

Carrier:

Policy No.:

Policy Period:

COVERAGE TRIGGER Occurrence

LOSS ADJUSTMENT EXPENSE Included in Limits
 In Addition to Limits

4. INSURED

Deductible Self-insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. (which)

7. **APPLICABLE.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Simi Valley unless checked here in which case only the following specific agreements and permits with the City of Simi Valley are covered:
CITY AGREEMENTS/PERMITS

8. COVERAGES

LIABILITY LIMITS IN THOUSANDS \$
EACH OCCURRENCE AGGREGATE

<input type="checkbox"/>	ANY AUTO		
<input type="checkbox"/>	OWNED AUTOS		
<input type="checkbox"/>	SCHEDULED AUTOS		
<input type="checkbox"/>	HIRED AUTOS		
<input type="checkbox"/>	NON-OWNED AUTOS		
<input type="checkbox"/>	_____		
<input type="checkbox"/>	_____		

9. OTHER PROVISIONS

10. **CLAIMS:** Underwriter's representative for claims pursuant to this insurance (address and telephone).

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter thereto, it is agreed as follows:

- 11. **ADDITIONAL INSURED.** The City of Simi Valley and its respective boards, districts, officers, agents and employees are included as additional insureds with regard to liability and defense of all claims, lawsuits, liabilities or damages of whatsoever nature arising from the operations and uses performed by or on behalf of the named insured.
- 12. **CONTRIBUTION NOT REQUIRED.** Insurance is primary with respect to any insurance maintained by the City of Simi Valley and shall not call on the City's insurance for contribution.
- 13. **CANCELLATION NOTICE.** With respect to the interests of the City of Simi Valley this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City of Simi Valley addressed as follows: City of Simi Valley, Attn.: Risk Manager, 2929 Tapo Canyon Road, Simi Valley, CA 93063.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

15. CITY DEPARTMENT/BUREAU

CITY OF SIMI VALLEY
2929 TAPO CANYON RD
SIMI VALLEY, CA 93063

16. AUTHORIZED

REPRESENTATIVE Broker/Agent Underwriter _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature

(original signature required on copy)

Telephone: () _____

Date signed _____

WORKERS' COMPENSATION INSURANCE CERTIFICATE

Section 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

“I am aware of the Provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

By _____

Date: _____

Title _____

By _____

Date: _____

Title _____

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SIMI VALLEY AND _____ TO PROVIDE CONSULTING SERVICES TO PREPARE A HOUSING ELEMENT UPDATE AND ENVIRONMENTAL REVIEW

THIS CONTRACT is made and entered into in the City of Simi Valley on this _____ day of _____ 2019, by and between the CITY OF SIMI VALLEY, a municipal corporation, hereinafter referred to as CITY, and _____, a (type of business entity), hereinafter referred to as CONSULTANT.

RECITALS

WHEREAS, on _____, 2019, CITY requested proposals for Consulting Services to Prepare a Housing Element Update and Environmental Review; and

WHEREAS, pursuant to such request, CONSULTANT submitted a proposal, which was accepted by CITY for the services.

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

AGREEMENT

1. **Recitals**. The foregoing recitals are true and correct and are a part of this CONTRACT.

2. **Term**. The term of this CONTRACT shall be from the date this contract is made and entered, as first written above, through June 30, 2022.

3. **Description of Services**. The services to be performed by CONSULTANT are as follows:

Consulting services to prepare an Update to the Housing Element and Environmental Review. CONSULTANT agrees to perform the services more specifically set forth in the "Scope of Work" attached hereto and incorporated herein as Exhibit "A". CONSULTANT will meet with CITY at least monthly to discuss the anticipated tasks planned for the month and to receive direction from CITY regarding same.

4. **Compensation and Payment**.

A. The total compensation payable to CONSULTANT by CITY for services under this CONTRACT shall not exceed the sum of \$_____ (the "Not-To-Exceed Amount"), and shall be earned as the work progresses. Payment will be made based on the rates contained in the "Schedule of Fees" as set forth in Exhibit "B" attached hereto and incorporated herein. CONSULTANT acknowledges that CONSULTANT is not guaranteed to receive the Not-To-Exceed Amount or any particular or minimum amount of compensation or work under this CONTRACT.

B. After CONSULTANT has performed the services as specified in this CONTRACT, CITY shall be obligated to pay CONSULTANT based upon the actual CITY-authorized services received by CITY at the rates established as a part of this CONTRACT. In no event shall the total amount paid exceed the CONTRACT Not-to-Exceed Amount unless otherwise agreed to by the parties in writing.

C. Payments to the CONSULTANT shall be made within 30 days after receipt of an original invoice from the CONSULTANT and acceptance of the services by CITY.

D. CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification will be in a form satisfactory to CITY. Invoices shall include the work performed including a list of hours worked by personnel.

5. **CONSULTANT's Representations and Obligations.**

A. CONSULTANT shall perform as required by this CONTRACT. CONSULTANT also warrants on behalf of itself and all subcontractors engaged for the performance of this CONTRACT that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B. CONSULTANT shall obey all Federal, State, local, and special district laws, ordinances, and regulations.

C. CONSULTANT agrees to abide by CITY's Business Tax Ordinance, of which proof of payment must be obtained prior to performance of this CONTRACT.

D. CONSULTANT acknowledges CITY may contract with other parties for the performance of services or supplemental services as they relate to the work during the term of this CONTRACT.

6. **Audit.**

A. At any time during normal business hours and as often as the CITY may deem necessary, CONSULTANT shall make available to CITY for inspection its records pertaining to this CONTRACT. CONSULTANT shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least (2) years after termination or final payment under this CONTRACT. This paragraph shall survive for two (2) years after termination of this CONTRACT.

B. CITY shall have the option of inspecting and/or auditing all records and other written materials used by CONSULTANT in preparing its statements to CITY as a condition precedent to any payment to CONSULTANT.

7. **Hold Harmless and Indemnification.** CONSULTANT shall defend, indemnify, and hold harmless CITY, its agents, officials, officers, representatives, and employees, from and against all claims, lawsuits, liabilities or damages of whatever nature arising out of or in connection with, or relating in any

manner to any act or omission of CONSULTANT, its agents, employees, and subcontractors, and employees thereof, pursuant to the performance or non-performance of this CONTRACT. The CONSULTANT shall thoroughly investigate any and all claims and indemnify the CITY and do whatever is necessary to protect the CITY, its agents, officials, officers, representatives, and employees as to any such claims, lawsuits, liabilities, expenses, or damages arising out of this CONTRACT. The CITY shall be included as an Additional Insured in the automobile/ liability insurance policies and endorsements of the CONSULTANT. The CONSULTANT must select an attorney acceptable to the CITY who will defend such proceeding and the CITY will control any litigation thereof. Such approval by the CITY will not be unreasonably withheld. This paragraph shall survive the termination of this CONTRACT.

8. **Amendments.** Any amendment, modification, or variation from the provisions of this CONTRACT shall be in writing and shall be effective only upon mutual written approval by the Environmental Services Director and CONSULTANT.

9. **Anti-Discrimination.** In the performance of the terms of this CONTRACT, CONSULTANT shall not engage in, nor permit subcontractors to engage in, discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

10. **Personal Services.** This Agreement is for professional services, which are personal to CITY. is deemed to be specially experienced and is a key member of CONSULTANT'S firm, and shall be directly involved in performing, supervising, or assisting in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this CONTRACT.

11. **Termination.** If, during the term of this CONTRACT, CITY determines that CONSULTANT is not faithfully abiding by any term or condition contained herein, CITY may notify CONSULTANT in writing of such defect or failure to perform. The notice must give to the CONSULTANT a ten (10) day period of time thereafter in which to perform the work or cure the deficiency. If CONSULTANT has not performed the work or cured the deficiency within the ten (10) days specified in the notice, such failure shall constitute a breach of this CONTRACT, and CITY may terminate this CONTRACT immediately by written notice to CONSULTANT. In addition, CITY, if it terminates this CONTRACT for cause, may withhold as an offset from payments due CONSULTANT damages occasioned by such breach, including liquidated damages, if so provided herein. The CITY shall be liable to the CONSULTANT only for those fees accrued by the CONSULTANT to the date CONSULTANT receives the notice of termination. In no event, however, shall CONSULTANT be entitled to receive in excess of the CONTRACT amount.

12. **Delivery of Reports in Cases of Termination.** If this CONTRACT is terminated pursuant to any of the provisions contained hereinabove, and if requested to do so in writing by the CITY, the CONSULTANT shall, within fourteen (14) calendar

days after receipt of such written request, deliver and turn over to the CITY all of its preparation and work on the project which were done to the date of the receipt of the notice of termination. The terms "preparation" and "work" as used in this paragraph, shall refer to and include all data and materials of whatever type that have been gathered by the CONSULTANT, and contemplated to be used or actually used, in the provision of the services as specified in this CONTRACT.

13. **Complete CONTRACT.** This CONTRACT and its accompanying exhibits shall constitute the complete CONTRACT between the parties hereto. No verbal agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such verbal agreement, understanding, or representation be binding upon the parties hereto.

14. **Independent Contractor.** It is expressly understood between the parties to this CONTRACT that no employee/employer relationship is intended. CONSULTANT is not an agent or employee of the CITY and it is not entitled to participate in any pension plan, insurance or other benefits CITY provides for its employees. CONSULTANT is an independent contractor in performing the Services required under this CONTRACT and will have control of all work and the manner in which it is performed. Any provision of this CONTRACT that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work required herein or to exercise a measure of control over the work means that the CONSULTANT will follow the direction of the CITY as to the results of the work only.

15. **Time of Performance.** Time is of the essence in this CONTRACT.

16. **Liquidated Damages.** In the event that the CONSULTANT does not meet the completion date specified herein this CONTRACT, the CONTRACT amount shall be reduced by \$_____ per day. As a delay in completion of the project could seriously affect the public and the efficient operation of the CITY to an extent incapable of precise calculation at the inception hereof, the reduction is established as the nearest measure of damages for such delay that can be fixed at this time, and is not established as a penalty or forfeiture for the breach of CONTRACT to complete on schedule. Such reduction may be invoked if completion exceeds the specified timeline(s) for any reason.

17. **Insurance.** CONSULTANT shall, at CONSULTANT'S sole cost and expense, provide insurance as contained in Exhibit "C", incorporated herein. CONSULTANT shall not commence work on the Services to be performed, until it submits proof of all insurance coverage as required.

18. **Ownership of Reports and Data.** The originals of all studies, reports, exhibits, documents, data and other work or materials prepared for, or used to comply with any term of this CONTRACT, plus any copies of same required by this CONTRACT to be furnished to the CITY by any of the other party(ies) with whom the CONSULTANT may have contract(s) pertaining to this project, shall be deemed to be public records open to inspection by the public and, as such, to be and remain the property of the CITY.

19. **Conflict of Interest.** Neither CONSULTANT nor any employees, agents, or subcontractors of CONSULTANT who will be assigned to this project, to the best of CONSULTANT'S knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this CONTRACT. Should one party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict, CITY may terminate the CONTRACT immediately for non-performance pursuant to Section 11 herein.

In accordance with California Government Code Section 87306, CONSULTANT shall provide, if requested by CITY, a Conflict of Interest Statement, Form 700 no later than 30 days after execution of this CONTRACT, and annually thereafter prior to April 1st of each year for the duration of the CONTRACT. Failure to file any of the required statements will result in withholding payment for services rendered.

20. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, and any such assignment without said consent shall be void.

21. **Authority to Execute CONTRACT.** Both CITY and CONSULTANT do covenant that each individual executing this CONTRACT on behalf of each party is a person duly authorized and empowered to execute contracts for such party.

22. **Jurisdiction and Venue.** Jurisdiction is in an appropriate court in the State of California and venue lies in Ventura County, and the parties do not consent to arbitration. In the event of any dispute, each party shall bear its own fees and costs (including attorneys' fees). This CONTRACT shall be governed by California law, without regard to conflict of law principles.

23. **Non-Appropriation of Funds.** Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this CONTRACT shall cover only those costs incurred up to the conclusion of the current fiscal year.

24. **Taxpayer Identification Number.** CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, form W-9 (latest revision), as issued by the Internal Revenue Service.

25. **Permits and Licenses.** CONSULTANT, at its sole cost and expense, shall obtain and maintain during the term of this CONTRACT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of this CONTRACT.

26. **Waivers.** The waiver by one party of any term or condition of this CONTRACT, or any breach thereof, shall not be construed to be a general waiver by the party or as a waiver of any other term or breach.

27. **Statement of Experience.** CONSULTANT warrants that it will perform its Services with at least the due care, diligence and expertise generally accepted in its industry. CONSULTANT also understands and agrees that it is being employed to perform the Services provided for by this CONTRACT because of CONSULTANT'S professed expertise and experience in performing such Services. In addition, CONSULTANT understands and agrees that while CITY or CITY'S officers, employees, agents or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by CONSULTANT pursuant to this CONTRACT. As a consequence, CONSULTANT waives any right of contribution against CITY or any of CITY'S officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by CONSULTANT pursuant to this CONTRACT.

28. **Notices.** All written notices required by, or related to this CONTRACT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this CONTRACT shall refuse to accept such mail; the parties to this CONTRACT shall promptly inform the other party of any change of address. All notices required by this CONTRACT are effective on the day of receipt, unless otherwise indicated herein. The mailing address of each party to this CONTRACT is as follows:

CITY

Department of Environmental Services
City of Simi Valley
2929 Tapo Canyon Road
Simi Valley, CA 93063
Staff Contact: Eric Chen, Associate Planner
echen@simivalley.org
805.583.6773

CONSULTANT _____

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

Attest: **City of Simi Valley, A Municipal Corporation**

Lucy Blanco, City Clerk

By: _____
Brian Paul Gabler, Interim City Manager

Approved as to Form: **INSERT NAME OF COMPANY**

Lonnie J. Eldridge, City Attorney

By: _____

Print Name: _____

Approved as to Content:

Title: _____

Daniel L. Willhite
Deputy Administrative Services Director
(Support Services)

By: _____

Print Name: _____

Title: _____

Stratis Perros
Environmental Services Director

EXHIBIT "A"

SCOPE OF WORK

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SIMI VALLEY AND _____ TO PROVIDE CONSULTING SERVICES TO PREPARE A HOUSING ELEMENT UPDATE AND ENVIRONMENTAL REVIEW

EXHIBIT "B"

SCHEDULE OF FEES

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SIMI VALLEY AND _____ TO PROVIDE CONSULTING SERVICES TO PREPARE A HOUSING ELEMENT UPDATE AND ENVIRONMENTAL REVIEW

EXHIBIT "C"

INSURANCE REQUIREMENTS

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SIMI VALLEY AND _____ TO PROVIDE CONSULTING SERVICES TO PREPARE A HOUSING ELEMENT UPDATE AND ENVIRONMENTAL REVIEW

Insurance - The Consultant shall meet the following provisions (Sections 1 through 7) relating to insurance coverages.

1. General Conditions - Without limiting the Consultant indemnification of City, Consultant shall provide and maintain at its own expense the insurance listed under Section 7 (Evidence of Coverages) covering its operations, subject to the following conditions:
 - a) The City, its Boards, Officers, Agents, and Employees shall be included as additional insureds in all liability insurance policies and endorsements thereto except for Workers' Compensation and Professional Errors and Omissions. The City shall be named Loss Payee as its interest may appear in all property insurance.
 - b) Such insurance shall be primary with respect to any insurance maintained by City and shall not call on City's insurance for contributions.
 - c) With respect to the interests of the City, the Consultant's insurance shall not be canceled nor reduced in coverage or limits until after thirty (30) days written notice shall have been sent by certified mail (return receipt requested) to the City of Simi Valley, Department of Environmental Services, 2929 Tapo Canyon Road, Simi Valley, California 93063, and shall contain an unequivocal clause so stating.
 - d) A City approved endorsement or certified copy of insurance policy providing coverage shall be submitted to and approved by the City's Risk Manager prior to commencement of any work or tenancy.

2. Workers' Compensation - The Consultant shall procure and maintain, during the life of the Contract, workers' compensation insurance or a valid certificate of consent to self-insure for all its employees engaged on or at the site of the project. In case any of the work is sublet, the Consultant shall require all subcontractors to similarly provide workers' compensation insurance for all the latter's employees unless such employees are covered by protection afforded by workers' compensation insurance carried by the Consultant.

By submitting a proposal pursuant to these specifications, Consultant hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation.

3. Aggregate Limits/Blanket Coverage - If any of the required insurance coverages contain aggregate limits or apply to other operations or tenancy of the Consultant outside these specifications, Consultant shall give City prompt, written notice of any incident, occurrence, claim, settlement, or judgment against that insurance which may diminish the protection that such insurance affords the City.

Consultant shall further take immediate steps restoring such aggregate limits or shall provide other insurance protection for such aggregate limits.

4. Modification of Coverage - The City reserves the right at any time during the term of any contract executed with the Consultant pursuant to these specifications (Contract) to change the amounts and types of insurance required hereunder by giving Consultant ninety (90) days written notice. If such change should result in a premium increase in excess of ten percent (10%) to Consultant, City agrees to negotiate additional compensation proportional to the increased benefit to the City.
5. Failure to Procure or Maintain Insurance - Consultant's failure to procure or maintain required insurance program shall constitute a material breach of Contract under which the City may immediately terminate the Contract or, at its discretion, procure or renew such insurance to protect the City's interests and pay any and all premiums in connection therewith, and recover all monies so paid from Consultant, or deduct all monies so paid from payments due Consultant.
6. Underlying Insurance - Consultant shall be responsible for requiring indemnification and insurance from its employees receiving mileage allowance, consultants, agents, and subcontractors, if any, to protect the Consultant 's and the City's interests, and for ensuring that such persons comply with any applicable insurance statutes. Consultant is encouraged to seek professional advice in this regard.
7. Evidence of Coverages - Evidence of coverages (as checked below) having as a minimum the limits shown must be submitted and approved prior to commencement of work or any tenancy. Amounts shown are Combined Single Limit (CSL). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

<u>Description</u>	<u>Limits</u>
<u>X</u> Workers' Compensation	Statutory
(x) Employer's Liability	<u>\$1,000,000</u>
(x) Waiver of Subrogation	
<u>X</u> General	
Liability (must be written on an Occurrence Form)	<u>\$2,000,000</u>
(x) Premises and Operations	
(x) Contractual Liability	
(x) Independent Contractors	
(x) Products/Completed Operations	
(x) Broad Form Property Damage	
(x) Personal Injury	
(x) Broad Form Liability Endorsement	
<u>X</u> Automobile Liability (must be written on an Occurrence Form)	<u>\$1,000,000</u>
(x) Owned Automobiles	
(x) Nonowned/Hired Automobiles	
<u>X</u> Professional Liability (Errors and Omissions)	<u>\$1,000,000</u>
(to be in continuous force from date of contract award until one year after final acceptance of the project)contract award until five years after final acceptance of the project)	