

**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**6<sup>th</sup> CYCLE HOUSING ELEMENT UPDATE**



**CITY OF COACHELLA**  
**Development Services Department**  
**53-990 Enterprise Way**  
**Coachella, CA 92236**

**Juan Carrillo**  
**Associate Planner**  
**[jcarrillo@Coachella.org](mailto:jcarrillo@Coachella.org)**

**KEY RFP DATES (Subject to change):**

Issue Date:	June 22, 2020
Deadline for RFI/Questions:	July 13, 2020
<b>Proposal Due Date:</b>	<b>August 14, 2020</b>
Presentation/Interviews:	Aug 31 – Sept 7, 2020



## **NOTICE INVITING PROPOSALS**

**NOTICE IS HEREBY GIVEN** that proposals will be received from qualified firms to provide planning services related to the City's **HOUSING ELEMENT UPDTE. Responses to this Request for Proposals (RFP) will be accepted until August 14, 2020**

All notifications, updates and addenda will be posted on the City's online bid management and publication system page at <https://www.coachella.org/services/proposals-bids>

Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal. The City reserves the right to reject any or all proposals submitted.

### **Electronic Submittal:**

The City requires an electronic submittal of bid responses to facilitate group review and document distribution. No paper bid submittals will be accepted. The following guidelines are recommended.

- a. An electronic submittal is to be e-mailed to the City contact (see page 1), by the RFP due date and time deadline.
- b. Add the words "Housing Element Proposal" to the title of the e-mail.
- c. Follow up with a phone call or second email to confirm it was received if you do not receive a confirmation within 3 days.
- d. Any risks associated are borne by the Proposer.
- e. The City email system will allow documents up to 10 megabytes.
- f. Do not zip the RFP response. The City email system will strip out any attachments that are in .zip format.

It is the responsibility of the proposer to ensure that any proposals submitted shall have sufficient time to be received by the City of Coachella prior to the proposal due date and time.

Questions regarding this Request for Proposal shall be made in writing, emailed to the City contact (see page 1), by the "Deadline for Questions" due date.

**The receiving time by the City Contact's email time stamp, will be the governing time for acceptability of proposals. Late proposals will NOT be considered.**

**ONLY EMAILED PROPOSALS ARE ACCEPTABLE.**

**DO NOT MAIL HARD COPIES OF RFP RESPONSES.**

**DO NOT FAX RFP RESPONSES.**

# **CITY OF COACHELLA - RFP FOR HOUSING ELEMENT UPDATE**

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## **CITY OF COACHELLA RFP FOR HOUSING ELEMENT UPDATE**

### **I. INTRODUCTION**

The City of Coachella (the “City”) is soliciting proposals for a comprehensive Housing Element Update. Any proposals must not only meet the requirements set forth in this Request for Proposal (RFP), but must also be flexible and scalable in order to meet the City’s future housing needs.

The purpose of the RFP is to provide interested consultants with sufficient information to enable them to propose and submit proposals for the scope outlined within the RFP.

The City seeks proposals from interested consultants that have proven experience in residential land use and zoning designations where local governments (City, County, etc.) of similar size to the City of Coachella can comply with the RHNA sixth cycle as approved by SCAG.

### **II. PERIOD OF CONTRACT**

Unless earlier terminated as allowed for in the agreement, contract term shall be for a period of one (1) year. The contract term is anticipated to commence after City Council award of this contract and upon receipt and approval of all required bonds and insurance documents.

### **III. OPTION OF RENEWAL**

The term of this agreement may include provision for renewals as set forth in the Scope of Services, attached as Exhibit A.

### **IV. FISCAL NONFUNDING CLAUSE**

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall retain the right to notify the provider of such occurrence in writing at least thirty (30) days before the end of the current fiscal period and terminate the contract on the last day of the current fiscal period without penalty or expense to the City.

**V. SCOPE OF WORK/SERVICES**

The scope of work may include any and all work efforts related to the **HOUSING ELEMENT UPDATE** as set forth in **EXHIBIT A - SCOPE OF SERVICES**.

The selected consultant shall be an independent contractor (“Contractor”) capable of providing experienced, knowledgeable and professional staff. The contractor shall be responsive and maintain excellent working relationships with city residents, businesses, government officials and City staff. The contractor shall provide adequate staffing levels at all times and adhere to established schedules.

The contractor shall comply with all federal, state and local laws, rules, regulations, ordinances, and statutes.

**VI. GENERAL INFORMATION**

- A. The term of the contract will begin after the contract award by the City Council and approval of required bonds.
- B. When determined appropriate, the City will provide information in its possession relevant to preparation of required information in RFP. The City will provide only the staff assistance and documentation specifically referred to herein.
- C. The proposer shall be responsible for retaining data, records and documentation for the preparation of the required information. These materials shall be made available to the City as requested by the City.
- D. This RFP does not commit the City to pay costs incurred in preparation of a response to this RFP. All costs incurred in the preparation of the proposal, the submission of additional information, attendance at preproposal conference, negotiations with City, and/or any other aspect of a proposal prior to award of a written contract will be borne by the proposer. The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any informality or technical defect in the proposal.
- E. All data, documents and other products used, developed, or produced during response preparation of the RFP will become property of the City. All responses to the RFP shall become property of the City. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.

- F. The City reserves the right to reject, replace and approve any and all subcontractors. All subcontractor(s) shall be identified in the response to the RFP and the City reserves the right to reject any subcontractor(s). Subcontractors shall be the responsibility of the prime contractor and the City shall assume no liability of such subcontractors.

**VII. PROPOSER RESPONSIBILITIES**

The selected proposer will assume responsibilities for all services in its proposal. The selected proposer shall identify a sole point of contact with the greatest knowledge in regard to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.

**VIII. INITIATION/KICK OFF MEETING**

The successful proposer will be required to meet with City staff prior to commencement of services or at any time as required by the City, to discuss and agree on operational issues including transition of services and scheduling.

**IX. CITY BUSINESS LICENSE**

The selected proposer shall be required to obtain a City of Coachella Business license within thirty (30) days of selection and must provide a copy to the City Contact or designee prior to commencing any work in Coachella.

**X. ADDENDA**

Any subsequent changes in RFP from the date of preparation to date of submittal will result in an addendum or amendment by the issuing office. Notification of such addendum or amendment shall be effected by posting on City's website, as set forth in the Notice Inviting Proposals.

**XI. RULES FOR PROPOSALS**

The signer of the RFP must declare in writing that the only person, persons, company, or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer of the proposal has full authority to bind the proposer (Exhibit G).

**XII. REQUESTS FOR INFORMATION (RFI) - CLARIFICATIONS DEADLINE**

To facilitate the RFP process, proposers are required to monitor the City's Bid and RFP page at <https://www.coachella.org/services/proposals-bids>. No oral interpretations will be made by the City to any proposer as to the meaning of

requirements identified herein, including the Scope of Services and Terms and Conditions. Every request for information or clarifications must be submitted in writing. **Please submit all inquiries via email to [LLopez@coachella.org](mailto:LLopez@coachella.org) by July 13, 2020.** All proposers will receive a copy of the responses to an RFI, and any significant interpretation will be made by an addendum to this RFP. Addenda may become part of the agreement documents.

All proposers are recommended to visit the above mentioned website on a regular basis.

### **XIII. SUBMITTAL INFORMATION AND DEADLINE**

Proposals are due to the City of Coachella, at the date, time, via email set forth on the Notice Inviting Proposals. Faxed and mailed proposals will **not** be accepted.

### **XIV. SUBMITTAL REQUIREMENTS**

The RFP is intended to assess and evaluate each firm's capabilities as they apply to the proposed project.

#### **Submittal of Proposal**

The City requires an electronic submittal of bid responses to facilitate group review and document distribution. No paper bid submittals will be accepted.

- a. The electronic submittal is emailed to the City contact (see page 1), by the RFP due date and time deadline.
- b. Add the words "Housing Element Proposal" to the title of the e-mail.
- c. Any risks associated are borne by the Proposer.
- d. The City email system will allow documents up to 10 megabytes.
- e. Do not zip the RFP response. The City email system will strip out any attachments that are in zip format.
- f. Structure your proposal to include the Scope of Services response, general time implementation schedule, fees/contract price, and exhibits.

Each firm must address each of the following items in its response to the RFP:

- A. Statement of Qualifications - In order to maintain uniformity, the Statement of Qualifications must be limited to a **MAXIMUM of 20 PAGES** (excluding front and back covers, section dividers and exhibits). The page limitation includes all appendices, attachments, and supplemental information.

The following information is required:



1. Cover Letter – A letter signed by a principal or authorized representative who can make legally binding commitments for the entity.
2. Firm and Personnel Experience: A profile of the firm's experience, including the names and experience of personnel and sub consultants who will be providing services. At a minimum, this should include the project manager/principal agent, associates in charge when project manager/principal agent is unavailable, key personnel, and an organization chart identifying only those who will perform work for the proposed project and the percentage of each individual's time devoted to this project. The project manager/principal agent shall be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview.
3. Implementation Plan: Proposer shall submit a general description of the deliverables and timelines to complete the project.
4. Financial Responsibility (Capacity): If requested, proposer must be willing to submit recently audited financial statements, evidencing proposer's financial capacity to fully perform the required services.

B. EXHIBIT C – PROPOSERS STATEMENT AND PROPOSAL ITEM PRICING

Consultants must provide detailed fixed prices, including out-of-pocket expenses, for all costs associated with the responsibilities and related services indicated herein. Clearly specify the nature of expenses anticipated and the amount of each category for out-of-pocket expenses.

Proposers must include an accurate estimate of the number of hours of service to be provided for completion of the contract, an hourly rate for personnel, and a total fixed-price for the project budget.

C. EXHIBIT D –REFERENCES – The Proposer shall submit a list of agencies, past and present, for whom you have provided work similar to that identified in this RFP (Exhibit A) for the last 3 years. Include the following information in the description section of the exhibit:

- Approximate number of pages of the deliverables
- Approximate number of staff content contributors

D. EXHIBIT E – PROPOSER'S STATEMENT

E. EXHIBIT F – SAMPLE ADDITIONAL INSURED ENDORSEMENT FOR COMMERCIALGENERAL LIABILITY POLICY

- F. The **proposal must be completely responsive to the RFP**. Any exceptions to the requirements of this RFP must be included in the proposal. Such exceptions must be included as a separate element of the proposal entitled “Exceptions and Deviations.” The Executive Director, in his sole and absolute discretion, may authorize or deny any exceptions.
- G. The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise. The City reserves the right to waive minor inconsistencies in submitted Proposals.

## **XV. CONSULTANT SELECTION – PROPOSAL AND EVALUATION**

The criteria for evaluating the proposals submitted will take the following items into consideration:

- Demonstrated competence;
- Experience in performance of comparable engagements;
- Reasonableness of cost;
- Expertise and availability of key personnel;
- Financial stability; and
- Conformance with the terms of this RFP.

The proposals will be reviewed by a committee of City team members. The committee will evaluate proposers based on the response to the RFP and the City evaluation criteria set forth above. A final ranking will be determined based on entirety of the submitted proposals. The committee may interview the top tier of proposers and recommend award of the contract to the proposer who will provide the best quality service at minimum cost to the City. The City reserves the right to negotiate pricing and for additional terms. City reserves the right to begin negotiations and enter into a contract without interview or further discussions.

## **XVI. PUBLIC RECORDS**

Proposals will become public record after award of contract. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.

## **XVII. PROTESTS**

Proposers may file a “protest” to a Request for Proposal (RFP) with the City’s Contact. In order for a protest to be considered valid it must:

1. Be filed in writing within five (5) business days of either the RFP issued date

- or before 5:00 p.m. of the 5<sup>th</sup> business day following the posting of RFP Results/Notice of Intent to Award Agreement on the City's website;
2. Clearly identify the specific irregularity or accusation;
  3. Clearly identify the specific City staff determination or recommendation being protested;
  4. Specify, in detail, the ground of the protest and the facts supporting the protest; and
  5. Include all relevant, supporting documentation with the protest at the time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City's Contact, or other designated City staff member, shall review the basis of the protest and all relevant information. The City's Contact or designee will provide a written decision to the protestor within ten (10) business days from receipt of protest. The decision of the City's Contact, or designee, is final and no further appeals will be considered.

**EXHIBIT A**  
**SCOPE OF SERVICES**

**PERFORM HOUSING ELEMENT UPDATE**

June 22, 2020

*Proposals Requested By:*

CITY OF COACHELLA

**I. INTRODUCTION**

The Development Services Department of the City of Coachella is requesting proposals from consultants who are qualified to prepare the 6<sup>th</sup> cycle update to the City of Coachella's ("City" or "the City")'s Housing Element of the General Plan for the 2021-2029 planning period consistent with SB 375 regulations. The selected consultant will review the existing Housing Element and will revise the document to reflect current conditions, city policies, and methods to meet the housing requirements mandated by the State of California.

The City is seeking a qualified consultant with experience in the preparation of Housing Elements and with an established working relationship with the California Department of Housing and Community Development ("HCD"). The consultant must have familiarity with State housing law and applicable statutes; including Southern California Association of Government's Regional Transportation Plan ("RTP"). The consultant must be proactive in maintaining communication with City staff, keeping staff informed with project status updates, meeting deadlines and ultimately meeting the requirements of HCD for the streamline update of the Housing Element.

**II. SETTING**

The City of Coachella is the southernmost anchor of a string of cities in the Coachella Valley, beginning with Palm Springs to the north. The City is located in the geographic center of the County of Riverside and is on the verge of rapid growth and expansion. Coachella has a reputation of family values, good schools, an excellent youth sports program, and affordable housing.

The City adopted its 2035 General Plan and Program EIR on April 22, 2015. Coachella has adopted Specific Plan ordinances for major projects that will help guide new development and ensure it is consistent with the City's goals and objectives.

Historically, dominated by agricultural concerns, the City of Coachella presently encompasses a population estimated at 46,000 inhabitants fueled in recent years by exploding suburban single family residential development. The City is located at the eastern end of the Coachella Valley.

### III. PROJECT DESCRIPTION

The City's Housing Element was last revised and adopted in 2014 and is deemed in compliance with State housing element law by HCD. The City's Housing Element is eligible for HCD's Streamlined Update process. The Streamlined Update process provides a guide to update portions of the housing element and facilitate State review.

The purpose of this project is to update the Housing Element to be in compliance with State statutes to achieve approval by the City Council by October 30, 2021. The update will 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 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 will ensure compliance with new State statutes applicable to Housing Elements, in particular to Senate Bill 375.

The proposed update will build upon the existing Housing Element and through citizen participation and consultation with City staff and HCD, propose, modify, or set forth feasible housing goals, objectives, policies and programs that meet or exceed statute requirements.

### V. SCOPE OF WORK AND PROPOSAL REQUIREMENTS

#### Task 1- Assessment

- a) **Evaluation of 2021 Housing Element:** The consultant will be required to review and evaluate the current Housing Element and its programs, including:

- An assessment of the City's progress in meeting existing Housing Element goals, re-zoning programs, and objectives, including RHNA goals;
- A discussion of the effectiveness of the housing program and policies;
- A comparison of projected results from the adopted Housing Element to actual accomplishments;
- A summary of how these results are important to a revision of the Housing Element; and
- An evaluation of the existing Housing Element's compliance with applicable statutes and current State Housing Law.

- b) **Type of housing allocation:** Analysis of the housing units assigned to the City by adoption of the RHNA allocation by SCAG'S Regional Council as described below:

• Total RHNA	7,768 units
• Very-low Income (<50% of AMI)	1,017
• Low-income (50-80% of AMI)	985
• Moderate income (80-120% of AMI)	1,348

- Above moderate income (>120% of AMI) 4,418  
(Assigned allocation as of November 7, 2019)

- c) **Analysis of “Disadvantaged Communities”:** The Housing Consultant shall use the Land Use Element and general plan policies that provide specific information on potential “disadvantaged communities” within the City’s sphere of influence areas for compliance with SB 244 prior to completion of the draft Housing Element.
- d) **Document Review:** The consultant will review City documents to aid in understanding local conditions and the community’s housing needs. Documents included, but are not limited to the 2013 Housing Element Update documents and administrative record, all written communication with HCD, the 2013 Housing conditions and Vacant Land Survey, the City’s Zoning Ordinance (Title 17 of the Coachella Municipal Code) available on-line at [https://library.municode.com/ca/coachella/codes/code\\_of\\_ordinances](https://library.municode.com/ca/coachella/codes/code_of_ordinances), the City’s Subdivision Ordinance (Title 16 of the Coachella Municipal Code), Housing Policy Goals, and all housing programs and ordinances currently in place. In addition, the consultant will need to evaluate existing City resources and funding mechanisms for the development of housing.

## Task 2 – Housing Element Preparation

- a) **Needs Analysis:** The consultant will complete an assessment of housing needs and an inventory of resources and constraints relevant to the meeting of these needs in conformance with Government Code section 65582(a). The consultant will evaluate housing conditions using State-approved criteria. Where necessary to complete this task, the consultant will obtain and analyze the most current data available on demographics and housing in the City, including resources from the U.S. Census Bureau and the California Department of Finance. The gathered data will be used to draft a housing needs assessment that will identify:
- Population, demographics, employment trends and projections of the locality’s existing and projected housing needs. These existing and projected needs shall include the locality’s share of the regional housing needs;
  - Household characteristics;
  - An analysis of potential and actual governmental and non-governmental constraints on the improvement, maintenance and development of housing for all income levels.
  - An analysis of special housing needs; and
  - An analysis for energy conservation.
- b) **Housing Resources and Opportunities:** The consultant will identify housing resources, including programmatic, physical, and financial. Existing development policies will be assessed and sites adequate for the development of housing will be identified to meet RHNA requirements. This will require a vacant land inventory

program to show capacity for housing development to accommodate the 6<sup>th</sup> Cycle RHNA during the planning period. The consultant will build upon previously identified vacant land inventory sites from the existing Housing Element.

- c) **Housing Goals and Policies:** The consultant must build on the existing Housing Element, public input, and the needs and constraints analyses to formulate an implementation plan with appropriate and feasible housing policies. This work will need to satisfy the requirements of Government Code section 65583(b) and (c), as noted below.

- Ensure that housing opportunities are available for all persons in the City;
- Preserve and improve the existing stock of affordable housing, including at-risk unit;
- Facilitate development of adequate housing to meet the needs of low and moderate income households, meeting regional share of goals;
- Mitigate any governmental constraints to housing production, improvement and /or maintenance;
- Ensure consistency with other General Plan elements and community goals; and
- Identify necessary changes to other General Plan elements and/or to the City Code to achieve comprehensive compliance with State Housing Law and to provide the City with necessary legislative framework to meet its housing needs and goals.

### **Task 3 – Prepare and Finalize Housing Element**

- a) **Administrative Draft Housing Element:** The consultant will be required to prepare and submit one reproducible copy and one electronic copy in Microsoft Word format of the Administrative Draft Housing Element for City staff to review and comment upon by June 2021.
- b) **Draft Housing Element:** Upon completion of City staff's review of the Administrative Draft Housing Element, the consultant will modify the Administrative Draft as directed. The consultant will then prepare and submit one reproducible copy and one electronic copy in Microsoft Word format, and one electronic copy in Adobe Portable Document Format of the Draft Housing Element for City staff distribution to HCD, the City Council, the Planning Commission and the general public for review and comment by October 2021.
- c) **Final Draft Housing Element:** In response to comments from HCD, responsible agencies, City staff, the Planning Commission, the City Council, and the public, the consultant will amend the Draft Housing Element accordingly. Upon a determination of compliance by HCD of the Final Draft Housing Element, the consultant will submit 30 copies of the Final Draft Housing Element for distribution to the Planning Commission and City Council for final adoption at public hearings by January 2022.

## **Proposal Requirements**

- Identify the budget for each of these tasks; the budget does not need to be detailed but should include the total estimated cost to perform the tasks described above, including a breakdown of the cost for each task.
- Identify the key personnel that will be performing each of the tasks requested and an organizational chart identifying chain of command.

Applicants are also expected to provide a statement of qualifications that provides the following:

- The applicant's experience updating housing elements; of particular significance, the applicant should identify the number of updates that their firm has successfully navigated through the HCD approval process.
- The applicant's experience either working with the City of Coachella and/or with other municipalities within the Coachella Valley.
- The specific qualifications and experience of key personnel that will be performing the requested tasks.

The deadline for submission of proposals is TBD. Aside from space utilized to identify the applicant qualifications, it is anticipated that the remainder of the proposal could be stated briefly within several pages.

The proposals should be directed to:

Juan Carrillo  
Associate Planner  
Development Services Department  
53-990 Enterprise Way  
City of Coachella 92236

Proposal may also be submitted via email to [jcarrillo@coachella.org](mailto:jcarrillo@coachella.org).

- A.** Questions should be also directed to Mr. Luis Lopez, by calling (760)398-3102 or by e-mail at [LLopez@coachella.org](mailto:LLopez@coachella.org).



## **EXHIBIT B**

### **SAMPLE PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between \_\_\_\_\_ (hereinafter “Consultant”), and the City of Coachella, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter “City”).

#### **RECITALS**

1. The City desires to retain a consultant having special skill and knowledge in the field of \_\_\_\_\_.
2. Consultant represents that Consultant is able and willing to provide such services to the City and is licensed by the State of California to provide HOUSING ELEMENT and Implementation of Drupal Content Management System.
3. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional planning, and housing element update and implementation firm.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

#### **I. SCOPE OF SERVICES**

Consultant shall perform those services as set forth in **Exhibit A** to this Agreement.

#### **II. COMPENSATION**

1. City agrees to pay and consultant agrees to accept as total payment for its services, the rates and charges set forth in consultant’s proposal, attached hereto and incorporated by reference. The amount to be expended for services shall not exceed (dollar amount) (\$\_\_\_\_\_) during the term of this agreement.
2. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures.

Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on the date first written above and terminate on \_\_\_\_\_, 201\_, unless terminated earlier in accordance with Section 12, below. The term of this Agreement may be extended upon a writing executed by the City Manager and the City Attorney

### **INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **5. INSURANCE**

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Consultant shall supply City with a fully executed additional insured endorsement in substantially the form attached hereto as Exhibit C upon execution of this Agreement and shall be approved in form by the City Attorney.
- b. Business automobile liability insurance, or equivalent form, with a

combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

- c. Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
  - (i) Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
  - (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
  - (iii) Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

## **6. INDEMNIFICATION**

Consultant agrees to and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for

personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the direct or indirect operations of the Consultant or its contractors, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding.

## **7. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care.

“Confidential Information” shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

## **8. CONFLICT OF INTEREST CLAUSE**

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

### **A. NOTICE**

To City: Juan Carrillo  
Associate Planner  
City of Coachella  
53-990 Enterprise Way  
Coachella, CA 92236

To Contractor:

## 10. EXCLUSIVITY AND AMENDMENT

## 11. ASSIGNMENT

In as much as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

## **12. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the City Manager may require Consultant to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

## **13. DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

## **14. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **15. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the

services hereunder and required by the laws and regulations of the United States, the State of California, the City of Coachella and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

**16. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF COACHELLA

\_\_\_\_\_  
ANGELA M. ZEPEDA  
City Clerk

\_\_\_\_\_  
WILLIAM B. PATTISON  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
CARLOS CAMPOS  
City Attorney

RECOMMENDED FOR APPROVAL:

CONSULTANT

\_\_\_\_\_  
Name  
Executive Director – (Agency)

\_\_\_\_\_  
(NAME)  
(Title)

Tax ID# \_\_\_\_\_

## EXHIBIT C

### PROPOSERS CERTIFICATION and PROPOSAL ITEM PRICING

**Certification** - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit A) and am familiar with the scope of work locations. I am familiar with all the existing conditions and limitation that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

**Proposal Item Price** - Pricing shall be based on a fixed-price basis **for services described in Exhibit A**. Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City Contact or designee in writing.

Please attach proposed cost and payment schedule, and hourly rates for assigned personnel.

---

LEGAL NAME OF COMPANY

---

PHONE AND FAX NUMBERS

---

BUSINESS ADDRESS

---

PRINTED NAME OF AUTHORIZED AGENT

---

TITLE

---

SIGNATURE OF AUTHORIZED AGENT DATE

---

E-MAIL ADDRESS

---

FEDERAL ID NUMBER (IF APPLICABLE)  
APPLICABLE)

---

CONTRACTOR LICENSE NUMBER (IF

<p><b><u>THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.</u></b> <b>PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED</b> <b>NONRESPONSIVE.</b></p>
--



## EXHIBIT D

### REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

#### **Reference**

Customer Name: \_\_\_\_\_ Contact Individual: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ E-mail Address: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_

Description of services and deliverables provided:

\_\_\_\_\_

#### **Reference**

Customer Name: \_\_\_\_\_ Contact Individual: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ E-mail Address: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_

Description of services and deliverables provided:

\_\_\_\_\_

**Reference**

Customer Name: \_\_\_\_\_ Contact Individual: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ E-mail Address: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_

Description of services and deliverables provided:

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**  
**PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED**  
**NONRESPONSIVE.**

## EXHIBIT E

### PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Coachella, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the City Clerk with her signature and official seal noting hereon the action of approval of the Council, signed by the City Manager or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm \_\_\_\_\_

and Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**  
**PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED**  
**NONRESPONSIVE.**

**EXHIBIT F**

**SAMPLE ADDITIONAL INSURED ENDORSEMENT  
FOR COMMERCIAL GENERAL LIABILITY POLICY**

**Insurance Company** \_\_\_\_\_

This endorsement modifies such insurance as is afforded by the provisions of Policy # \_\_\_\_\_ relating to the following:

1. The City of Coachella, 20 Civic Center Plaza, Coachella, California 92701; its officers, employees, agents, volunteers and representatives are named as additional insureds ("additional insureds") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.
2. With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.
3. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. With respect to the additional insureds, this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the City of Coachella, 1515 Sixth St, Coachella, California 92236.

(Completion of the following, including countersignature, is required to make this endorsement effective.)

Effective \_\_\_\_\_, this endorsement form as a part of

Policy # \_\_\_\_\_

Issued to \_\_\_\_\_

Named Insured

Countersigned by \_\_\_\_\_

Authorized Representative

**SAMPLE ONLY**