



City of Rio Vista

Request for Proposals

December 4, 2008

**Housing Element Update
and
Environmental Document**



Deadline for Submission:

3:00 p.m. on Thursday, December 18, 2008

Late Proposals WILL NOT Be Accepted

Contact:

Emi Thériault, Acting Community Development Director
Community Development Department
City of Rio Vista

City of Rio Vista

REQUEST FOR PROPOSALS TO PROVIDE PLANNING SERVICES, PREPARE A HOUSING ELEMENT UPDATE AND GENERATE THE RELATED ENVIRONMENTAL DOCUMENT

1.0 BACKGROUND

Introduction

The City of Rio Vista Community Development Department requests proposals from qualified consultants for preparation to update the Housing Element (of the General Plan) and its associated environmental document for City of Rio Vista. It is anticipated that one firm, or a team of qualified firms, would be selected to perform all tasks related to the update and environmental document, including preparing necessary technical studies, conducting public outreach, producing plan text and illustrations, preparing the environmental document, and coordinating review by and responses to the public and interested agencies.

According to State Law, each city and county must update their Housing Element (one of the seven required elements of the General Plan) approximately every five to seven years, with specific deadlines being established by the State Department of Housing and Community Development (HCD). Housing Elements are required as a mandatory element of General Plans by Section 65302(c) of the Government Code, with additional guidance being provided by the "General Plan Guidelines", as issued by the Governor's Office of Planning and Research (OPR) and also by policies and procedures developed by HCD.

The Housing Element is considered to be the primary policy document, for any given jurisdiction, to guide the development, rehabilitation and preservation of housing for all economic segments of the local population. Accordingly, the City of Rio Vista Housing Element identifies and analyzes the existing and projected housing needs of the City, including goals, policies and objectives along with implementation programs for the preservation and improvement of housing. The updated Housing Element will be expected to continue to identify sites for housing development that are adequate to accommodate the City's allocation of the regional housing need (610 in the current cycle) within the City.

The update process and environmental document will require technical knowledge in a number of areas that are beyond the expertise and/or capacity of City staff to absorb into their existing workload, including topics such as housing finance, for example. The selected firm will be expected to take the lead on technical analyses and preparation of the environmental document. Staff from the Department, along with other city staff will be involved, as necessary.

The selected consultant will also be expected to assist staff with public involvement and outreach, including working with appropriate community groups, local agencies, the Planning Commission, and the City Council. The City is excited about the upcoming process

and looks forward to a positive working relationship with the selected firm(s).

City's Demographics

City of Rio Vista is a general law city located in central Solano County, California, with a population of just over 8,500 people. The City is predominately a bedroom community for job centers within Solano County (such as Fairfield and Vacaville) and the metropolitan areas of Sacramento and the San Francisco Bay Area. Located adjacent to State Route 12 as it crosses the Sacramento River to San Joaquin and Sacramento counties, the City of Rio Vista also is experiencing increasing ties to the Contra Costa County metro area.

Existing Housing Element Status

The last comprehensive update of the Cities Housing Element was completed in 2005 and is referenced by city staff, Planning Commissioners, members of the City Council, etc.

City Review and Participation in Process

Direction and oversight of the Housing Element Update process will be provided by staff from the City of Rio Vista Community Development Department and other staff as necessary. The Element must ultimately be approved by the City Council, following a recommendation by the Planning Commission and, thereafter, submitted to the California Department of Housing and Community Development (HCD) for certification. One of the key requirements of the updated Housing Element is to identify sufficient locations within the City, areas that are designated and appropriately zoned for residential development, some of which must include allowable densities sufficiently high to result in affordable housing, by standard State and Federal definitions.

The current Regional Housing Needs Allocation (RHNA) cycle – developed by ABAG – requires that the City designate sufficient land to allow for the development of housing units over a 7.0-year period (January 2007-June 2014). These units must include a specified number of units within each of the affordability categories, including units in the following categories:

“Above-Moderate Income” (>120% median income)

“Moderate Income” (80% to 120% median income)

“Low-Income” (51% to 80% median income)

“Very-Low Income” (<50% median income)

The schedule and public review/decision making process must be designed to meet the required timeline to submit the document to HCD consideration by the required deadline. Proposals should acknowledge these expectations, and suggest changes or refinements as appropriate.

Proposals should also acknowledge the City staff's involvement in the Update process including the following:

- Close coordination between staff and the consultant to develop the draft Housing

Element; the scope of work must set aside sufficient time for meetings and work sessions with staff. It is generally not desired that the consultant prepare large increments of work product independently for presentation to the City unless specifically directed by the City staff to do so. The proposal should clearly describe the approach to working with City staff and the amount of coordination/response time anticipated.

- City staff will review and refine draft written materials generated by the consultant.
- City staff will actively participate with the consultant in presentation of material in all public forums, workshops, meetings and hearings.

2.0 SCOPE OF SERVICES REQUESTED

At a minimum, the scope of work for the Housing Element Update/EIR shall include the following major components, which are discussed in more detail in the following sections:

- a. Environmental Document
- b. Development of Housing Element
- c. Public Participation Program

Proposals should briefly describe the respondent's understanding and approach to this scope of work. Consultants are encouraged to provide alternative ideas, programs, formats, and suggestions throughout the proposal, based on experience with other projects. The essential factor is to produce a process, plan, and environmental document that achieve meaningful results for the long term.

a. Environmental Document

The Housing Element Update cannot be adopted until completion and adoption or certification of an Environmental document is prepared in accordance with the procedural and substantive requirements of the California Environmental Quality Act (CEQA), the State CEQA Guidelines. If changes in existing land use designations are proposed, the document shall also include a Climate Change analysis. The consultant shall be responsible for all procedural steps, including the Notice of Preparation, Notice of Completion and the draft and final environmental document. The consultant shall also be responsible for assisting staff with conducting scoping meetings, scheduling, noticing, and mailing.

The City is seeking an environmental document that evaluates the potential impacts of the development enabled by the Updated Housing Element. The document will include an Initial Study/Negative Declaration/Mitigated Negative Declaration/Environmental Impact Report (whichever is deemed necessary) and shall include at a minimum all mandatory provisions as required under CEQA.

The Consultant will also take the lead on preparing response to comments on the draft environmental document and will maintain an administrative record of public outreach and a file of all public/agency comments and correspondence (Note: This administrative record will be kept at the City's offices).

b. Development of Housing Element

It is incumbent upon the consultant to include a detailed scope of work and breakdown of tasks for the Housing Element, based upon the requirements in the California Government Code, the current general plan, and knowledge of the community. The Element shall also contain the following minimum components:

Housing Element Contents

- A. Development of this Housing Element
- B. Organization & Content
- C. Terms & Acronyms
- D. Background & Introduction
- E. Prior Housing Element Summary
- F. Housing Needs Assessment (Population & Employment Trends; Existing Housing & Market Conditions; Regional Housing Needs Allocation; Special Housing Needs; Non-Governmental Constraints; Governmental Constraints; Assisted Units at Risk; Housing Sites & Community Services)
- G. Goals, Policies, Objectives & Programs
- H. Quantified Objectives (Rehabilitation of Existing Housing Stock; Preservation of Assisted Units; Production of New Housing Units)
- I. Conceptual Site Plans for a Few Selected Sites
- J. Implementation Program
- K. Index
- L. Appendices/Technical Reports

Implementation Measures/Monitoring Program

As part of the Update, the consultant shall assist the staff with development of implementation strategies, and shall identify methods for monitoring or measuring success. Where implementation strategies are the outgrowth of mitigation measures included in the environmental document, the required mitigation monitoring program shall also be integrated into the Housing Element as appropriate.

c. Public Participation Program

The Housing Element Update program should provide for continued public participation through utilization of the following methods or any additional or alternative methods that you recommend:

- A series of public workshops and meetings (2-3);
- A Housing Element Update section within the City's web site. The web site will include all related materials such as the public meetings, workshops, hearings, drafts, etc.;
- An outreach program to reach representatives of all segments of the community including residents, businesses, service groups, youth, seniors, and various stakeholders. Outreach programs should be designed to be in both English and Spanish.

Coordination with Other Agencies

The consultant will be expected to consult and coordinate with and file all necessary documentation with all appropriate governmental agencies at federal, state, regional, and

local levels as deemed pertinent to the preparation of the Housing Element and the environmental document.

3.0 RFP RESPONSE FORMAT

All applicants must apply the following format for submission of their response to this RFP.

- 1) **A cover letter including:**
 - Firm name;
 - address;
 - full contact information;
 - a brief description of the applicant firm;
 - identification of any partners firms and/or subcontractors (as may be applicable);
 - names of key firm personnel with the primary project 'point of contact' clearly identified;
 - signed by an authorized representative of the firm.

- 2) **Key Personnel**
 - names, titles, roles and contact information for all key field and office personnel to be involved with the project. ***This information should be provided on one or two (maximum) pages as an organizational chart for the project,***
 - resumes or bios for all key personnel involved in the project, with specific reference to their experience with projects similar to this Scope of Work;
 - (Note: If proposal involves more than one firm or company, please include all participants and identify the company they represent.)

- 3) **Qualifications**
 - List and briefly describe similar projects completed by the firm(s) and Personnel included in the proposal;
 - Please include references with contact person and contact information.

- 4) **Cost and Schedule**
 - Cost of services by task
 - Project schedule
 - Fee schedule

Text

There will need to be an emphasis on providing information visually through the uses of graphics, tables and matrices. Innovative and creative approaches are encouraged that will integrate all sections of the Housing Element in a useful fashion. A technically accurate document is essential; however, the document should be interesting, user-friendly and creatively done. Boilerplate text is not desirable.

Final editions of the Housing Element, appendices, environmental document and any special studies shall be provided in an 8.5" x 11" loose-leaf binder format. All documents produced should be designed to accommodate future updates and amendments.

All documentation submitted to the City, shall be formatted for Microsoft Word and delivered on CD-ROM or an approved alternative in both edit-ready format and read only format for distribution to the public and appropriate reviewing agencies.

Mapping

Mapping of Housing Element exhibits shall be developed using the ARC/INFO, software program made by Environmental Systems Research Institute, Inc. (ESRI). The City's goal is to have the Housing Element and its maps available for use on desktop computers, on the City's website, and for future use upon acquisition of a GIS system via the capabilities of Arc/Info.

Additional Submittal Requirements

- Five (5) copies of the proposal must be received by City of Rio Vista **no later than 3:00 p.m. on Thursday, December 18, 2008**. Late proposals will not be accepted. All proposals and documents submitted become the property of City of Rio Vista. Proposals may be submitted by mail or in person to the address shown below:

City of Rio Vista-Community Development Department
Attn: Emi Thériault
Post Office Box 745
City of Rio Vista, CA 94571

- Evaluation of the proposals and interviews of the consulting firms is expected to be completed within 1-5 business days after their receipt. Upon receipt of proposals, each consultant shall be presumed to be thoroughly familiar with all specifications and requirements of this proposal. The failure or omission to examine any form, instrument or document shall in no way relieve consultants from any obligation in respect to this proposal.
- The following requirements must be met in all proposals submitted to the City.
 1. Five copies and one reproducible copy of the proposal must be submitted by the deadline shown in this RFP.
 2. Cover letter signed by an individual authorized to bind the proposing entity to the proposal for a period of 90 days.
 3. A statement of understanding and project approach which outlines the consultant's understanding of the relevant issues which are to be addressed in the preparation of the Housing Element and recommendations for the overall program.
 4. Detailed Scope of Services, providing information on all of the work tasks you propose to complete as part of the program and are identified in this RFP. Also include any additional or optimal tasks, which you recommend. This should include the detailed public participation program to ensure communication and input through all phases of the program.
 5. A detailed budget showing costs per each discrete task shown in the Scope of

Services, plus the cost of any reimbursable items. The costs shall be in a “menu” format to permit each item’s cost to be identified. The costs should be represented in a format that permits identification of the total cost of the Housing Element and EIR, as well as its subcomponents or phases.

6. A recent example of a Housing Element and Environmental document prepared by your firm and/or team.

A statement of qualifications, including any additional information that would reflect on your firm’s ability to provide the services described in this RFP and at least three references from previous work that can speak to the skills and experience of proposed staff. The statement of qualifications should provide a matrix showing applicable projects performed by the consultant and which personnel identified in the proposal participated in each of those projects, and what role those personnel had in the subject projects. Also identify all key personnel who would be working in the City, and a schedule of applicable billing rates.

4.0 GENERAL TERMS AND CONDITIONS

Limitation: The Request for Proposals (RFP) does not commit the City of Rio Vista (City) to award a contract, to pay any cost incurred in the preparation of the firm’s RFP response or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with all qualified sources or to cancel all or part of this RFP.

Award: The firm/entity chosen to provide these services may be required to participate in negotiations and to submit such revisions of their proposals as may result from negotiations. Contract for services will be awarded the firm based upon the availability of staff, schedule and cost of services. The City reserves the right to award a contract and select a service provider without discussion based upon the initial proposal.

City Requirements: The firm/entity shall be required to execute a standard City Consulting Agreement, provide proof of insurance of the types and amounts required and obtain a City of Rio Vista Business License.

5.0 PROPOSAL SUBMISSION

No faxed or emailed proposal will be accepted. Failure of a courier or mailing service to submit the proposal on time may result in the proposal being eliminated from consideration. Proposals sent by standard mail or courier service shall be sent or hand delivered to:

City of Rio Vista
One Main Street
Rio Vista, California 94571
Attention: Emi Thériault, Acting Community Development Director

No later than 3:00 P.M. on Thursday, December 18, 2008. Late proposals will not be accepted.

Proposals shall be clearly marked: **“Housing Element Preparation and Environmental Review**

Services” on the exterior of the sealed, addressed envelope containing all copies of the submission.

6.0 DELIVERABLES

The proposal shall include a list of deliverables including status reports to be provided to the City. For budgeting purposes, the following general items are to be provided. All transmitted materials shall include one unbound original:

- a. Preliminary Draft and Revised Draft of the Draft environmental document and Housing Element: 25 copies each, 5 CD's (at least one that can be edited directly)
- b. Housing Element and draft environmental document for public distribution: 25 hard Copies, 5 CD's (at least one that can be edited directly)
- c. Responses to Comments, Draft and revised text, diagrams, and maps for inclusion in the Housing Element: 25 copies each, 5 CD's
- d. Final Housing Element and Environmental document: 30 copies, 30 CD's (at least two copies that can be edited directly for use in incorporating text into other documents and reports).

7.0 PROPOSED SCHEDULE

Proposals must contain an estimated time schedule of actions covering the entire process for updating the Housing Element and preparing the environmental document, including public outreach sessions, review periods and noticing periods. Each action item must identify the applicable document, its action dates and responsible parties. The Planning Commission meets on the second Wednesday of each month. The City Council generally meets the first and third Thursday of each month and holds a special study session on the fourth Wednesday of each month.

While many factors exist that may result in modifications to the overall schedule, the City anticipates the following schedule:

December 4, 2008 – Issuance of Request for Proposals (RFP)

December 18, 2008 – Deadline for submittal of Proposals

December 19, 2008 – Staff review of submittals/selection of finalists for interviews

January 9, 2009– Interview Panel for recommendation of contract award to Council

February 5, 2009 – Contract reviewed/awarded by City Council

The above schedule is intentionally aggressive in order to allow the City to target early Spring 2009 for release of the draft documents and early June 2009 for final adoption.

8.0 SELECTION CRITERIA AND PROCESS

Proposals received by the deadline will be reviewed to ensure that each has met the minimum submittal requirements outlined in this RFP. Proposals that do not meet these minimum requirements will be rejected.

City of Rio Vista is looking for consultants who are experienced and flexible. The consultant should demonstrate technical expertise and ability in problem solving and producing results. Consultants should document past efforts and discuss how their experiences, particularly in the area of community participation, are relevant to the City.

A favorable response from references regarding timeliness, meeting deadlines, technical ability, and solving problems in a creative manner will be important factors. The intent is to gauge the general skill of the consultant firm, review the specific talents of key personnel and the quality of products produced. Although a quality work product is the City's first objective, cost will be a factor. Financial resources are limited; the full cost of the project must be paid through General Plan Impact fee funds available at the time the work is executed.

Two or more firms may be invited to take part in an interview process that will include a brief presentation by the consultant and a question-and-answer session conducted by a panel. The size and make-up of the interview panel has not yet been determined.

The selected firm must comply with the City's standard contract, example attached, for consideration by the City Council. Minor modification suggested by Consultant's legal counsel may be considered but are not routinely granted.

By submitting a response to this Request for Proposal, the Consultant waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this consultant selection process. The City retains the right to select any number of qualified finalists. In addition, the City reserves the right to issue written notice to all participating firms of any changes in the proposal submission schedule should the City determine in its sole and absolute discretion that such changes are necessary.

Acceptance of any proposal submitted pursuant to this Request for Proposal shall not constitute any implied intent to enter into a contract for consulting services. The City reserves the right to reject any and all proposals or cancel the project prior to contract execution. Furthermore, the City shall NOT compensate for any work done pertaining to the preparation of a proposal, preparation for and attendance of an interview, and/or contract preparation work made in response to this solicitation.

9.0 ACCEPTANCE OF TERMS AND CONDITIONS

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of all the terms and conditions set forth in this RFP, unless otherwise expressly stated in the proposal.

1. Inclusion of Proposal - The proposal submitted in response to this RFP will be

required to be included as part of the final contract with the selected firm.

2. Accountability - The consultant firm will be required to submit monthly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken.
3. Project Status Meetings - The consultant shall attend project status meetings at least once per month or as otherwise determined during the course of the project.
4. Insurance and Business License - The consultant firm shall not start work until all insurance and business license requirements meet the approval of the City. The primary consultant also is responsible for submitting all sub-contractor insurance and business license application requirements.
5. Acceptance and Payment Terms - Payments for the work performed shall be based on defined deliverables such as background reports, environmental document, draft Housing Element and Final document. No payments will be made in advance of work performed. Requests for payment (invoices) will include detailed "backup" information to justify charges (i.e. who did what for how long per the project scope detail). Not less than the remaining balance of ten percent (10%) of the total contract shall be due upon final adoption of the Housing Element and environmental document. Monthly invoices shall include a status of work performed with a percentage of each task completed.
6. Costs - All costs shall be stated as "not to exceed" amounts. All costs must be detailed specifically in the cost summary section of the proposal. No additional charges (e.g., for sales tax, transportation, out-of-pocket expenses, etc.) will be allowed unless so specified in the proposal. Out of scope costs shall not be paid unless previously approved by the City Council or City Manager with approval provided in written form.
7. Confidentiality of Documents - All documents submitted as part of the consultant proposal will be deemed confidential during the evaluation process. Consultant proposals will not be available for review by anyone other than City personnel, the selection committee, and the interview panel during the review process.

10.0 DISPOSITION OF PROPOSALS

All proposals submitted in response to this RFP will become the property of the City. The consultant must identify in writing all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et.seq.).

The cost of developing the proposal is the sole responsibility of the Consultant; the City is not liable for any costs incurred by those submitting proposals.

11.0 MODIFICATIONS TO THE RFP

The City may modify the RFP prior to the date fixed for submission of proposals by issuance

of an addendum to all parties who have received the RFP. All addenda will be incorporated into the final RFP.

Attachments:

Exhibit "A" –Standard Professional Services Agreement

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 200_, by and between the CITY OF RIO VISTA, a municipal corporation of the State of California, hereinafter referred to as "CITY", and Consultant name, with offices at Consultant address, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, CITY entered into an Agreement for Professional Services dated _____;and

WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. **DEFINITIONS.**

- (a) The term "City Manager" shall mean the duly appointed City Manager of the City of Rio Vista, California, or his designated representative.
- (b) The term "City Attorney" shall mean the duly appointed City Attorney of the City of Rio Vista, California, or his designated representative.
- (c) The term "City Clerk" shall mean the duly appointed City Clerk of the City of Rio Vista, California, or his designated representative.

2. **PROJECT COORDINATION.**

- (a) CITY. The City Manager shall be representative of CITY for all purposes under this agreement. Emi Thériault, Planning Manager hereby is designated as the PROJECT MANAGER by the City Manager. The PROJECT MANAGER shall supervise the progress and execution of this agreement.
- (b) CONSULTANT. The CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of

this agreement for CONSULTANT. List the project manager for the consultant hereby is designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this agreement require a substitute PROJECT DIRECTOR for any reason, the PROJECT DIRECTOR designee shall be subject to the prior written acceptance and approval of the PROJECT MANAGER.

3. SCOPE AND PERFORMANCE OF SERVICES.

- (a) Services to be Furnished. Subject to such policy direction and approvals as the CITY through its staff may determine from time to time, CONSULTANT shall perform the services set forth in the "Scope of Services" attached hereto as Exhibit A and incorporated herein by reference.
- (b) Schedule of Services. Services by CONSULTANT shall be commenced and performed in accordance with the schedule set forth in Exhibit A.
- (c) Standard of Quality. All work performed by CONSULTANT under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT'S field of expertise.
- (d) Compliance with laws. CONSULTANT shall comply with all applicable federal, state and local laws, codes, ordinances, regulations, orders and decrees in effect during the period of this Agreement. CONSULTANT represents and warrants to CITY that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for CONSULTANT to practice its profession or are necessary and incident to the due and lawful prosecution of the services it performs under this Agreement. CONSULTANT shall maintain a City of Rio Vista business license. CONSULTANT shall at all times during the term of this Agreement, and for one year thereafter, provide written proof of such licenses, permits,

insurance and approvals upon request by the CITY. The CITY is not responsible or liable for CONSULTANT'S failure to comply with any or all of the requirements contained in this paragraph.

4. COMPENSATION. For the full performance of the services described herein by CONSULTANT, CITY shall pay CONSULTANT a total sum not to exceed _____ dollars (\$ _____). The method and timing of payment to CONSULTANT shall be as set forth in Exhibit B, incorporated herein by reference.
5. ADDITIONAL SERVICES. CONSULTANT shall not commence any work exceeding the Scope of Services without prior written authorization from CITY. CONSULTANT agrees to perform such work only if requested in writing by CITY and shall bill for such services in a separate agreement.
6. TERM. This agreement shall commence upon execution of this agreement, and shall continue in full force and effect until completed or otherwise terminated as provided herein.
7. SUSPENSION; TERMINATION.
 - (a) Right to Suspend or Terminate. The City Manager may suspend or terminate this agreement for any reason by giving ten (10) days written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall immediately discontinue its performance under this agreement.
 - (b) Payment. Upon such suspension or termination, CONSULTANT shall be paid for all services actually rendered to CITY to the date of such suspension or termination; provided, however, if this agreement is suspended or terminated for fault of CONSULTANT, CITY shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of benefit to CITY.
 - (c) Return of Materials. Upon such suspension or termination, CONSULTANT shall turn over to the City Manager immediately any and all copies of studies, sketches, drawings, computations and other data, whether or not completed, prepared by CONSULTANT or its subcontractors, if any, or given

to CONSULTANT or its subcontractors, if any, in connection with this agreement. Such materials shall become the permanent property of CITY. CONSULTANT, however, shall not be liable for CITY's use of incomplete materials or for CITY's use of complete documents if used for other than the project contemplated by this agreement.

8. INSPECTION. CONSULTANT shall furnish CITY with every reasonable opportunity for CITY to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this agreement. All work done and all materials furnished, if any, shall be subject to the PROJECT MANAGER's inspection and approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill its agreement as prescribed.

9. INDEPENDENT JUDGMENT. Failure of CITY to agree with CONSULTANT'S independent findings, conclusions or recommendations, if the same are called for in this agreement, on the basis of differences in matters of judgment shall not be construed as a failure on the part of the CONSULTANT to meet the requirements of this agreement.

10. ASSIGNMENT; SUBCONTRACTORS; EMPLOYEES.
 - (a) Assignment. CONSULTANT shall not assign, transfer, convey or otherwise dispose of this agreement or any right, title, obligation or interest in or to the same or any part thereof without the CITY's prior written consent. Any assignment without such approval shall be void and, at CITY's option, shall terminate this agreement and any license or privilege granted herein.

 - (b) Subcontractors; Employees. CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT hereunder. No subcontractor of CONSULTANT will be recognized by CITY as such; rather, all subcontractors are deemed to be employees of CONSULTANT, and CONSULTANT agrees to be responsible for their performance. CONSULTANT shall give its personal attention to the fulfillment of the provisions of this agreement by all of its employees and

subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of CONSULTANT fails or refuses to carry out the provisions of this agreement or appears to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately from the work under this agreement on demand of the PROJECT MANAGER.

11. INTEREST OF CONSULTANT.

(a) No Conflict of Interest. CONSULTANT (including principals, associates and professional employees) covenants and represents that it presently has no investment or interest, and shall not acquire any investment or interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONSULTANT further covenants and represents that it does not now have and shall not acquire any source of income, business entity, interest in real property or investment which would be affected in any manner or degree by the performance of CONSULTANT'S services hereunder. CONSULTANT further covenants and represents that no person having any such investment or interest shall perform any services under this Agreement.

(b) Independent Contractor. It is expressly agreed that, in the performance of the services hereunder, CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of CITY. CONSULTANT, its officers, employees, agents and subcontractors shall have no power to bind or commit the CITY to any decision or course of action, and shall not represent to any person that they have such power.

12. INDEMNITY. CONSULTANT hereby agrees to defend, indemnify and hold harmless CITY, its officers, agents and employees of and from and against any and all claims, demands, actions or penalties to the extent arising out of the willful or negligent acts, errors or omissions of CONSULTANT, its officers, employees, agents and subcontractors relating to this Agreement or the services performed hereunder. The CITY has no liability or responsibility for any accident, loss or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise.

13. WORKERS' COMPENSATION.

- (a) Covenant to Provide. CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with such provisions before commencing the performance of the work of this agreement.
- (b) Waiver of Subrogation. CONSULTANT and CONSULTANT'S insurance company agree to waive all rights of subrogation against the CITY, its elected or appointed officials, agents and employees for losses paid under CONSULTANT'S worker's compensation insurance policy which arise from the work performed by CONSULTANT for CITY.

14. INSURANCE.

- (a) Required Coverage. CONSULTANT, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this agreement the following described insurance coverage, insuring not only CONSULTANT and its subcontractors, if any, but also, with the exception of workers' compensation and employer's liability insurance, CITY, its officers, agents and employees, and each of them:

<u>POLICY</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
(1) Workers' Compensation	Statutory
(2) Comprehensive Automobile Insurance Services Office , form #CA 0001 (Ed 1/87 covering Automobile Liability, code 1 (any auto).	Bodily Injury/Property Damage \$1,000,000 each accident
(3) General Liability Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001)	\$1,000,00 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this project/ location or the general aggregate limit shall be twice the required occurrence limit

- (4) Errors and Omissions/ Professionals Liability, errors and omissions liability insurance appropriate to the CONSULTANT'S profession as defined by the CITY. Generally \$1,000,000 per occurrence
- (b) Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the CITY.
- (c) Required Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- (1) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
 - (2) Any failure to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
 - (3) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (4) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to the CITY.
- (d) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable

to the City.

- (e) Verification of Coverage. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the CITY before work commences. The CONSULTANT'S insurer must provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
15. AGREEMENT BINDING. The terms, covenants and conditions of this agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns and subcontractors of both parties.
16. WAIVERS. The waiver by either party of any breach or violation of any term, covenant or condition of this agreement or of any provisions, ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any other term, covenant, condition, ordinance or law. The subsequent acceptance by either party of which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant or condition of this agreement or of any applicable law or ordinance.
17. COSTS AND ATTORNEYS' FEES. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses and attorneys' fees.
18. NONDISCRIMINATION. No discrimination shall be made in the employment of any person under this agreement on the basis of race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, disability or place of birth.
19. TIME OF ESSENCE. CONSULTANT understands and agrees that time is of the essence in the completion of the work and services described in the Scope of Services.

20. AGREEMENT CONTAINS ALL UNDERSTANDINGS. This document represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This document may be amended only by written instrument, signed by both CITY and CONSULTANT. All provisions of this agreement are expressly made conditions. This agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this agreement the day and year first above written.

CITY OF RIO VISTA, A Municipal Corporation of the State of California

By: _____
Jan Vick, Mayor

ATTEST:

Carolyn Parkinson, Interim City Clerk

Date: _____

APPROVED AS TO FORM:

City Attorney

List the name of the Firm or Consultant

By: _____
Name and title of signatory

EXHIBIT A
SCOPE OF SERVICES

Fill in the scope of services for this agreement.

EXHIBIT B
METHOD AND TIMING OF PAYMENT

1. CONSULTANT shall submit an invoice to the CITY upon completion of tasks listed in Exhibit A, Scope of Services on a monthly basis, as described hereafter;

Explain how the consultant will be invoicing the City (monthly, after each task, etc.)

Note: Each invoice must contain information demonstrating conformity to budget limits including but not limited to notation of contract award balance, current invoice amount, total for previous invoice(s), remaining balance, and estimated percentage of work completed to date as of the date of the invoice.

The invoices shall be addressed to:

Accounts Payable
City of Rio Vista
One Main Street
Rio Vista, CA 94571

2. The CITY shall pay the invoices in full within sixty days of receipt. Payment shall be sent to:

Fill in the consultant/firm and their address