



CITY OF CARSON, CALIFORNIA

701 East Carson Street, Carson CA 90745

REQUEST FOR PROPOSALS NUMBER: RFP 20-011

PROJECT COORDINATION, RESIDENTIAL & COMMERCIAL INSPECTION, AND APPRAISAL SERVICES

ISSUED: 04/30/20

QUESTIONS DUE: 05/11/20 | 05:00 PM

RFP DUE: 05/19/20 | 05:00 PM

Mandatory Pre-Proposal Conference:	NOT APPLICABLE
Prospective Contractor Questions Due:	05/11/20 5:00 PM
Proposals Due (Printed & Electronic):	05/19/20 5:00 PM

BOTH PRINTED AND ELECTRONIC PROPOSALS MUST BE SUBMITTED

NO LATE PROPOSALS WILL BE ACCEPTED. Proposals received after the due date and time will not be considered for this project. It is the policy of the City of Carson to reject any proposal that is received late

(1) SUBMIT PRINTED PROPOSALS TO: City Clerk's Office
City of Carson
701 E. Carson Street
Carson, CA 90745

(2) REGISTER AS A VENDOR AND SUBMIT ELECTRONIC
PROPOSALS AT: <https://www.planetbids.com/portal/portal.cfm?CompanyID=32461>

REQUEST FOR PROPOSALS

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ADDITIONAL DOCUMENTS AVAILABLE ON PLANETBIDS AS DOWNLOADS

1. Affidavit of Non-federal Lobbyist Requirements
2. Affidavit of Non-collusion and Non-discrimination
3. Client Reference List

INSTRUCTIONS TO PROPOSERS

A. SUMMARY

The City of Carson (City) is seeking a consulting firm to assist in the administration of its Federally- and State-funded programs, and to perform inspections and coordination of related residential and commercial rehabilitation projects as well as appraisal services. The city is requesting up to two qualified inspectors and one administrative staffer to perform these duties on up to a 20- to 40-hour work week based on the work load. The City processes and completes approximately 0-50 such projects per year.

The term of the contract to be awarded pursuant to this RFP is anticipated to be three years in duration, and may be extended for an additional two-year period at the option of the City.

See Exhibit A for detailed Specifications, Scope of Work and Criteria for Evaluation. Criteria evaluated will include at a minimum, the Qualifications of the firm and Key Personnel, Technical Approach, and Pricing. The procedures that will be used for evaluation and selection are outlined in Exhibit A.

The City reserves the right to reject any and all proposals received or any parts therein, and to be the sole judge of the merits of each proposal received.

B. MANDATORY PRE-PROPOSAL MEETING

Pre-proposal conference mandatory:	No
Mandatory pre-proposal conference:	NOT APPLICABLE
Mandatory pre-proposal conference location:	NOT APPLICABLE

Pre-proposal conferences are held for the purpose of answering proposer questions. If a pre-proposal conference is mandatory, then the City will not accept proposals from those who arrive late or do not attend. Arrive early, plan accordingly, and provide a business card to the City employee. A sign-in sheet will be available. Proposers are to meet at the following location, if applicable:

C. PROPOSAL SUBMITTAL

The proposals must be submitted in both print and electronic format.

Deliver **five (5)** printed copies of the proposal to the City Clerk's Office no later than May 19, 2020 by 5:00 PM. The exterior of the delivered package must be clearly marked with **RFP 20-011**, and include the company name and address. Any proposals received after the time specified shall be returned unopened. Faxed proposals will not be accepted. **NOTE: RFP DROP-OFF NOTICE - City Hall is closed to the public until further notice. To drop off a physical RFP during normal business hours (Monday – Thursday 7:00am – 6:00pm), please head towards the north entrance of City Hall parking lot. Place the RFP in the box marked "RFP" and call (310) 830-7600 EXT. 1233 or (310)707-6872.**

Proposals must also be submitted electronically on Planet Bids no later than May 19, 2020 by 5:00 PM. Please allow sufficient time to prepare and upload your documents into the electronic bid system prior to the deadline, as the system will lock and not allow entry of proposals after the designated deadline. Any technical questions regarding use of Planet Bids must be directed to Planet Bids.

Proposal documents due: **05/19/20 | 5:00 PM**

The Proposal must include the following sections, numbered in accordance with the table below. **Every Proposal must include the Proposer's name and the City's Request for Proposal number RFP 20-011.**

Required Proposal Sections and Documents		
1	Certification, on company letterhead, that the person submitting the proposal is authorized to contract on behalf of the prospective contractor. Examples of authorized persons include owner, partner, or corporate officer. Include name, title, address, and contact information. If proposer is a corporation, certification should include statement that Corporation is in good standing with the California Secretary of State.	Required.
2	Proposer Qualifications to include general company information and resumes of personnel to be assigned to the engagement.	Required.
3	Client Reference List (governmental entities preferred) to include client contact information and a brief description of the service provided to each client. Minimum of three references for work performed within the last three years (download from PlanetBids)	Required.
4	Affidavit of Non-Federal Lobbyist Requirements (download from PlanetBids)	Required.
5	Affidavit of Non-Collusion and Non-Discrimination (download from PlanetBids)	Required
6	Subcontractor List to include the subcontractor's qualifications and the nature and extent of work to be performed by each subcontractor.	Required if Applicable.
7	Cost Proposal to include all pricing information relative to the engagement.	Required.
8	Proposed modification or substitution to City contract template. Any such proposal should be explained clearly.	Not applicable.

Additional proposal requirements specific to this engagement are included in Exhibit A.

D. QUESTIONS AND ADDENDA

All project scope questions must be posted to Planet Bids by the due date listed on the cover page of this RFP. The City will coordinate responses and post them to Planet Bids five days prior to the bid deadline for all interested bidders to review.

The City's Planet Bids portal:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=32461>

If discrepancies or omissions are found for this document, the City reserves the right to make such changes as deemed appropriate. Any such changes will be by written addendum, which will be posted to Planet Bids no later than five days prior to the proposal deadline. The City reserves the right to extend the proposal deadline.

	Type of Question	Contact	Contact Info
1	Those related to the Project	Planet Bids	Post directly to Planet Bids
2	Use of Planet Bids	Planet Bids	(818) 992-1771
3	City's Purchasing Process	Sander Huang, Purchasing Manager	shuang@carson.ca.us, 310-830-7600, Ext. 1233

Proposers shall not contact other City employees or elected officials during the proposal process. Contacting other City employees or elected officials during the proposal process may result in disqualification from the bidding process.

E. PROPOSER QUALIFICATIONS

Proposers who do not meet the minimum qualifications will be disqualified.

Awarded contractor and subcontractors (if applicable) shall pay the City's business license tax and submit required insurance documents prior to execution of the contract.

F. PROCUREMENT SCHEDULE

Anticipated Procurement Schedule		
1	Award of Contract	07/01/20
2	Contract Execution & Notice to Proceed	July, 2020
3	Begin Engagement	07/01/20
4	Complete Engagement	06/30/23

G. OTHER REQUIREMENTS

The City's form contract is required (Exhibit B to this Request). Specific requirements are outlined in the form contract.

The majority of the work as required herein shall be performed by the awarded contractor. The work may not be subcontracted to another contractor unless the subcontractor has been included in the Proposal, or a substitution has been approved in writing by the City's Contracting Officer in advance of work performed.

H. COST PROPOSAL

Contractors must provide everything necessary at their own expense including, but not limited to, labor, materials and equipment required to perform and complete the required work.

The lump sum proposal price must include all necessary labor, materials and fees to complete the work required by Exhibit A. Permits, licenses and fees shall be obtained at the awarded Contractor's sole expense. Do not include Federal taxes, as the City is exempt from paying Federal taxes. However, the City does pay Sales Tax on the purchase of items, which must be included as a separate line within the total proposal price.

The following costs will not be allowed: additional charges such as fuel surcharges and mileage rates, fines, entertainment, advertising and any costs considered inappropriate for reimbursement from

taxpayer money.

Include hourly rates for additional contingency work which may be authorized by the City's Contracting Officer.

I. PROPOSAL OPENING, DOCUMENT REVIEW, AND CONTRACT AWARD

All proposals will be opened publicly in the Office of the City Clerk on the date and time noted on the Notice of Request for Proposals. Proposals will be considered confidential until a contract recommendation is made to City Council.

Proposal documents submitted on time and meet the minimum requirements outlined above will be reviewed by City staff including the Community Development Director, who will make a recommendation to the City Council to either reject all proposals or award a contract. Evaluation criteria will include qualifications, experience, price and past performance; and will be based on guidelines in the City's Municipal Code (CMC §2611(b)(c)).

No contract exists until the City Council has made the award, and the contract has been fully executed.

APPENDIX “A”

“PROJECT SCOPE, SPECIFICATIONS AND CRITERIA FOR EVALUATION”

Section I – Introduction

The Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs are Federal programs administered on a formula grants basis by the U. S. Department of Housing and Urban Development (HUD).

CDBG is authorized and exists pursuant to Title I of the Housing and Community Development Act (HCDA) of 1974, as amended (12 USC 1706e *et seq.*) The primary objective of Title I of the HCDA is the development of viable urban communities. These viable urban communities are achieved by providing the following: principally for persons of low and moderate income, decent housing, a suitable living environment and expanded economic opportunities. CDBG is regulated under the HCDA and Part 570 of Title 24 of the Code of Federal Regulations (CFR). The City of Carson (City) participates in the CDBG program as a direct entitlement grantee, as a city in a metropolitan area with a population above 50,000.

HOME is a separate, although similar, program to CDBG HOME established and exists pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act (42 USC 12701 *et seq.*) (Cranston-Gonzalez). Under the HOME program, the federal government provides grants to participating State and local governments to fund a wide range of activities, including building, buying and/or rehabilitating affordable housing for rent or homeownership and providing direct rental assistance to low-income households. HOME is regulated under Cranston-Gonzalez and Part 92 of Title 24 of CFR. These Federal laws and regulations provide the procedures for the award, disbursement, and use of HOME funds by the participating jurisdictions. Unlike CDBG, where the City is a direct entitlement recipient of the funds from HUD, the City is a sub-recipient of HOME grant funds from the California Department of Housing and Community Development (HCD). Accordingly, HCD has promulgated regulations (California Code of Regulations, Title 25, Section 8200 *et seq.*), establishing policies and procedures for the use of these funds within the State of California.

The City uses the CDBG and HOME funds it receives to administer and implement certain local housing assistance programs, including its Owner-Occupied Housing Rehabilitation Assistance Program (OOR) and the Neighborhood Pride Program (NPP).

By this RFP, the City seeks proposals from qualified consultants for conducting project coordination services and residential and commercial services on properties which are participating or are proposed for participation in the City's CDBG and HOME programs (Programs). Additional tasks would include assisting in the preparation of grant annual application and reporting materials, appraisal evaluation services and administrative tasks on an as-needed basis.

The consultant should be knowledgeable of HUD's Integrated Disbursement and Information System (IDIS) to assist and conduct training in IDIS for staff administering the grant programs as needed. The successful consultant will be awarded a contract for the performance of the services summarized in Section III of this RFP (Services).

The contract will be funded using CDBG and HOME funds.

The successful applicant shall have the following qualifications:

- Experience in providing the particulars of home inspection and appraisal evaluations for rehabilitation work;
- Experience in providing administrative training in HUD's IDIS for staff;
- Experienced staff capacity and availability (must have qualified staff available);

- Demonstrate project management capability;
- Demonstrate responsiveness to the RFP;
- Must be registered to do business in Carson and the State of California;
- Must provide a detailed list of proposed costs and commitment; and
- Demonstrate required levels of insurance and endorsement certificates and attach to the proposal.

The successful applicant shall also demonstrate it has a sufficient complement of qualified inspection personnel to perform the Services on an as-needed basis, and shall be knowledgeable of all Federal and State laws, regulations, guidelines and policies applicable to the CDBG and HOME programs; as such requirements will apply to the contract awarded pursuant to this RFP. The successful applicant also shall have demonstrated experience with the CDBG and HOME programs such that the consultant understands the full range and scope of the obligations associated with the Services. The selection process and evaluation criteria for award of the contract are set forth in Section V of this RFP.

Section II – Summary of Contract Opportunity

The City of Carson (City) is seeking a consulting firm to perform inspections appraisal evaluations, coordination of residential and commercial rehabilitation projects and administrative and HUD IDIS training tasks on an as-needed basis. The firm selected shall need to provide a sufficient complement qualified inspection personnel to perform the Services listed below on an as-needed basis. The City processes and completes approximately 35 to 40 residential and two commercial projects per year. Primary objectives and duties shall include the following:

1. The initial assessment and determination of the scope of work necessary to complete rehabilitation projects in the City. Structure types consist of single-family, multi-family, and mobile home type housing and neighborhood commercial structures;
2. Project coordination and job progress/compliance monitoring.
3. Administrative and IDIS training tasks on an as-needed basis; and
4. Appraisal evaluations and reporting services.

The firm shall be experienced both with the housing rehabilitation and commercial façade programs in order to understand the full range and scope of the tasks required of the inspection personnel. A copy of each program description can be obtained from the City's Community Development Department.

The firm shall be knowledgeable of HUD's IDIS system, as well as program guidelines and regulations applicable to CDBG and HOME, as the projects the firm will inspect will be funded through one or both of these programs.

The term of the contract to be awarded pursuant to this RFP is anticipated to be three years in length, and may be extended for an additional two-year period at the option of the City.

Scope of Services

The following tasks and requirements serve as a suggested list of steps for the completion of residential and commercial projects:

1. Initial Inspection of the Property Identify rehabilitation items eligible under current CDBG and/or HOME (as applicable) program guidelines.

2. Description of Work: Based on the results of the initial inspection, a description of work will be created summarizing the items identified in the initial inspection including a construction cost estimate. (See Attachment No. 1, Rehabilitation Standards Checklist.)
3. Bid Procedure: Compile information that will be used to implement the bid process for projects.
4. Coordination of Pre-Construction Meetings and Job Walks.
5. Coordination and Monitoring of Job Progress: Conduct inspections to determine work progress. Keep written log of inspection(s) and comment(s).
6. Recommend/Request Payments: Based on results of inspection(s) of work performed, recommend progress and final payment(s) to the contractor.
7. Case File Completion: Complete all paperwork needed to compete and close out project. Case file shall include a completed check-off list.
8. Compliance Monitoring: Monitor compliance with State of California prevailing wage requirements and Federal Davis-Bacon and Related Acts (DBRA) provisions.
9. Section 3 Compliance: Monitoring compliance with Section 3 of the Housing and Community Development Act of 1968, which states that HUD-funded jobs and contracts are to be directed, to the greatest extent possible, to local low-income residents and the businesses that employ them.
10. Lead-Based Paint and Asbestos: The City intends to use a separate contractor for rehabilitation work focusing on:
 - Abatement of health and safety concerns regarding the foundation, structure and garage (where one exists).
 - An evaluation of deficiencies within the property to include the following:
 - Code violations, and health and safety issues;
 - Roofing;
 - Plumbing;
 - Electrical;
 - Heating;
 - Pest infestation;
 - Interior and exterior painting and window replacement;
 - Lead-based paint and asbestos abatement;
 - Interior carpeting; and
 - Foundation.
11. Administrative Tasks (as needed):
 - Assistance and training on the HUD IDIS system for employees responsible for administering the Federal and State grant programs;
 - Assist and coordinate with the City's Finance Department to prepare HUD IDIS system required drawdown submissions;

- Assistance in preparation of Notice of Funding Availability (NOFA) funding applications for the grant programs; and
- Assist City staff with evaluation oversight of Public Service recipients.

12. Appraisal Evaluation Services:

- Prepare interior and exterior evaluations of subject properties; and
- Provide a summary appraisal report, photographs, sketches, comparable photographs, comparable property locations and a signed statement of limiting conditions specifically for the HOME program.

The requested services shall be performed in accordance with all Federal and State laws and regulations applicable to contract involving CDBG and HOME program funding, including but not limited to, 12 USC 1706e *et seq.*, 42 USC 12701 *et seq.*, 24 CFR Part 92, 24 CFR Part 570, 2 CFR Part 200, and 25 CCR 8200 *et seq.*

Section III – Requirements for Proposals

A. Required Contents

At a minimum, proposals submitted in response to this RFP shall include the following:

1. A brief description of the firm's experience with regard to assisting municipalities and governmental entities with housing rehabilitation projects, and specifically working with programs and performing services similar to the Programs and Services.
2. A sample list of relevant projects the firm has administered over the past three years, including the addresses, before and after photographs (if applicable) and other materials showing or describing the work performed.
3. A list of at least three references from other municipalities or government entities where the firm has completed relevant projects, including contact names, phone numbers and emails.
4. The firm's standard schedule of hourly rates for all personnel to be assigned or task-based rates (as applicable) in connection with performance of the Services.
5. Resumes of all personnel proposed to perform the Services.

B. Submittal Procedures

Written proposals responding to this RFP shall be received on or before 05/19/20 | 5:00 PM. Late or incomplete proposals will not be considered, and the City reserves the right to determine the completeness of all proposals.

Proposers shall submit five hard copies, plus one electronic copy, of their proposal package in sealed envelopes or boxes, with the outside of such enveloped or boxes labeled "Proposal for Project Coordination, Inspection, and Appraisal Services RFP 20-011". Please include a return address on your proposal packages including your company name and address.

Please deliver five hard copies of the proposal to:

**City of Carson
Office of the City Clerk
701 E. Carson St.**

Please submit electronic copy to Planet Bids: <https://www.planetbids.com/portal/portal.cfm?CompanyID=32461>

NOTE: RFP DROP-OFF NOTICE - City Hall is closed to the public until further notice. To drop off a physical RFP during normal business hours (Monday – Thursday 7:00am – 6:00pm), please head towards the north entrance of City Hall parking lot. Place the RFP in the box marked “RFP” and call (310) 830-7600 EXT. 1233 or (310)707-6872.

The cost of preparing and submitting responses to this RFP shall be borne by the proposers and shall not be reimbursed by the City.

SECTION IV- SELECTION PROCESS AND EVALUATION CRITERIA

A. Selection Process

This RFP is subject to the procurement standards set forth in CFR Title 2, Sections 200.318 through 200.326. Under 2 CFR §200.318(h), the City is required to award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of this RFP. Additionally, under 2 CFR §200.320(d), contracts must be awarded to the responsible firm whose proposal is most advantageous to the Program, with price and other factors considered.

Consideration will be given to the criteria outlined in section V (B), below. After reviewing the proposals received, the City may choose to interview the consultant(s) it preliminarily deems among the most qualified. City staff will make its recommendations to the City Council as to selection of the successful applicant in accordance with the foregoing standards, as measured by B. Evaluation Criteria.

After reviewing the proposals received, the City may choose to interview the firms it deems most qualified. City staff will recommend to City Council the selection of one firm to be retained for a period of three (3) years to provide services as listed in the RFP.

Selection of a firm or firms will be based on the quality of the proposal including comprehensiveness and responsiveness to the requirements of the RFP. The cost of preparing responses to this RFP shall be borne by the respondents and shall not be reimbursed by the City. Selection of a firm or firms pursuant to this RFP shall not become official until formally approved by the City Council.

The City reserves the right in its sole discretion and without notice to: terminate this RFP; modify the scope of the project; modify the City obligations or selection criteria and the selection process; and/or take any other actions it deems necessary to achieve the respective City’s objectives. The consultant waives all rights to seek legal remedies regarding any aspects of the RFP and the City’s selection process, upon the submittal of a response to the RFP.

B. Evaluation Criteria

The following criteria will be used to evaluate and rank proposals based on the information submitted in each of the categories listed in Section IV of this RFP.

1. Team Qualifications – maximum 20 points

- Experience, capabilities and qualifications of personnel to be used in performing Services.
- Resumes of organization’s principals and project team.
- Licensed personnel assigned to the contract.
- Record of past performance.

- Examples of two similar projects
- Record of integrity.

2. Project Management – maximum 20 points

- Time and commitment of key staff.
- Roles of staff and team assembled for the contract.
- Management approach to the contract.

3. Capacity – maximum 20 points

- Experience working with State, Federal, regional and/or municipal rehabilitation programs.
- Sufficient professional resources and ability to effectively provide Services on a timely, as-needed basis.
- Ability to provide reports quickly while preserving quality.
- Sufficiency of financial and technical resources (must submit two consecutive years of financial statements).

4. Responsiveness to the RFP – maximum 20 points

- Thorough responses and demonstrated compliance with all requirements for proposals as detailed in this RFP.
- Maintain levels of insurance as required as stated herein in Section VI-F

5. Cost and Commitment – maximum 20 points.

- Cost effectiveness and commitment to schedule, including bid amount for consulting and sub-consulting work (see Appendix “D” Exhibit “C” Schedule of Compensation). For inspection services, the City requires the consultant to propose cost per inspection not an hourly rate.

SECTION V-Miscellaneous Provisions

A. City’s Reservation of Rights.

Subject to compliance with applicable State and Federal laws and regulations, the City reserves the right in its sole discretion and without notice to: reject any or all submittals made in response to the RFP; terminate this RFP process; commence a new RFP process; modify or cancel the services required; perform the Services by force account; modify the City’s obligations, selection criteria, selection process of other aspects of the RFP process; and take any other action it deems necessary to achieve the Program’s objectives. This RFP is not a contract or binding obligation of any sort on the City or any other person or entity.

B. Consultant’s Waiver.

Except as stated in Section VII(R) of this RFP, the consultants responding to this RFP waive all rights to seek legal remedies regarding this RFP and the City’s selection process, which shall be conducted as stated in Section V of this RFP.

C. Proposals – City Property.

All submitted proposals and associated materials shall become the property of the City.

D. Consultants.

Shall be licensed and bonded by the State of California Contractors Licensing Board.

E. Indemnification.

In consideration of the compensation and other benefits from any contract awarded pursuant to this RFP, the successful consultant shall agree, to the fullest extent permitted by law, to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided by the contract awarded pursuant to this RFP by the consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which the consultant is legally liable (“indemnitors”), or arising from the consultant’s or indemnitors’ reckless or willful misconduct, or arising from the consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of the contract, except claims or liabilities occurring as a result of the City’s sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of the consultant and shall survive termination of the contract awarded pursuant to this RFP.

F. Insurance.

The City requires all persons and entities with which it contracts to maintain policies of general liability insurance, auto liability insurance, and employer’s liability/worker’s compensation insurance with coverage in the amounts of not less than \$1,000,000 per occurrence and in accordance with both Federal and State overlays. Copies of insurance certificates naming the City as an additional insured are required prior to commencement of any work. Evidence of worker’s compensation insurance is required only if consultant has more than one employee. Other insurance-related requirements may apply in accordance with City policy.

G. Business License.

The successful consultant shall obtain and maintain a valid City of Carson business license prior to commencement of work.

H. Non-Discrimination Requirement.

Pursuant to the California Fair Employment and Housing Act, consultants shall not unlawfully discriminate against any employee or job applicant because of such person’s race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, and shall ensure that all their employees and applicants are treated and evaluated free from discrimination or harassment.

A nondiscrimination clause consistent with the above and Fair Employment and Housing Act and associated regulations shall be included in the contract to be awarded pursuant to this RFP and all contracts for work under said contract. Consultants shall give written notice of their obligations to any labor organizations with which they have agreements.

I. Labor Code 3700 Certificate.

Consultants shall submit a completed and signed Certificate of Compliance with Labor Code Section 3700, using the attached City-provided form, together with their proposals.

J. Drug-Free Workplace Certification.

In connection with the contract awarded pursuant to this RFP, the successful consultant shall comply with the Drug-Free Workplace Act 1990 (Government Code Sections 8350 *et seq.*) and shall take the following actions:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the consultant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establish an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The consultant's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
3. Require each employee who will be engaged in the performance of the contract be given a copy of the statement required by paragraph (I) (1).
4. Notify the employee, in the statement required by paragraph (I)(1), that, as a condition of employment under the contract, the employee shall:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notify the City in writing, within 10 calendar days after receiving notice under sub-paragraph (I)(4)(ii), from an employee or otherwise, of such conviction. Employers of convicted employees shall provide notice, including position title, to every City Contract Officer or assigned designee on whose contract activity the convicted employee was working, unless an agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected contract.
6. Take one of the following actions within 30 calendar days of receiving notice under sub-paragraph (I)(4)(ii), with respect to any employee who is so convicted:
 - a. Appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (I) (1) through (I) (6).
8. Should the consultant fail to comply with these requirements, the City may suspend contract payments or terminate the contract, or both. If the City finds the consultant has made a false certification or failed to carry out these requirements, the consultant may also be ineligible for future awards.

K. Audit Requirements.

Upon execution of a contract with the City, the successful consultant shall provide the City with a copy of its most recent audit and shall provide copies of each annual audit during the term of the contract.

L. Faith-Based Activities

Funds received under the contract awarded pursuant to this RFP may not be used for inherently religious activities, such as worship, religious instruction or proselytization.

M. Prohibition Against Payments of Bonus or Commission

Funds received under the contract awarded pursuant to this RFP may not be used to pay bonuses or commissions to seek application approval or other approvals required under the contract or by CDBG or HOME program statutes and regulations. This does not prohibit the use of program funds for legitimate technical assistance, consulting or management services provided they are eligible program costs.

N. Paper Conservation.

Proposals shall be printed on recycled paper and each page shall be double-sided, unless otherwise specified by the City's Community Development Director or designee.

SECTION VI- Federal Contracting Requirements

The contract awarded pursuant to this RFP will be subject to compliance with all of the following Federal laws, without limitation, and the successful consultant will be required to agree to comply with such laws, to the extent applicable, in any such contract. The successful consultant shall further agree to require compliance with such laws, to the extent applicable, in any contracts or subcontracts entered into involving HOME funding under the contract awarded pursuant to this RFP.

A. Anti-Lobbying Certification

Pursuant to the Byrd Anti-Lobbying Amendment (31 USC §1352), consultants responding to this RFP shall file the required certification, using the attached City-provided form (see Appendix "A").

B. Clean Air and Water Pollution Control Acts

Consultants shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC §7401–7671q) and the Water Pollution Control Act as amended (33 USC §1251–1387). Any and all violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA)

C. Conflict of Interest

Under 24 CFR §92.356, the contract awarded pursuant to this RFP is subject to the conflict of interest provisions of 2 CFR §§200.318 through 200.326. In accordance with 2 CFR §200.318, consultant shall comply with all applicable City and State requirements regarding conflicts of interest, and no employee, officer or agent shall participate in the selection, award or administration of the contract pursuant to this RFP if employee has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of said parties, has a financial interest or other interest in or a tangible personal benefit from a firm considered for a contract.

Under Carson Municipal Code Section 2615, it is unethical for any City employee or official to participate directly or indirectly in a procurement contract when the City employee or official knows that: (1) The City employee or official, or any member of the City employee's or official's immediate family has a financial interest pertaining to the procurement contract; or (2) any other person, business, or organization with whom the City employee or official, or any member of the City employee's or official's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

Consultant shall disclose all conflicts of interest to the City's Contract Officer within the meaning of the foregoing authorities, including any known financial interest in connection with the award or implementation of the contract pursuant to this RFP. Consultant shall agree to comply with the foregoing authorities and to require all subcontractors to do the same.

D. Environmental Review

Consultants shall acknowledge that, pursuant to 24 CFR §92.352 and other applicable Federal laws and regulations, the National Environmental Policy Act of 1969, 42 USC §§4321-4347 (NEPA), and its implementing regulations (24 CFR Parts 50 and 58) apply to the HOME program, and that applicability of NEPA does not preclude applicability of the California Environmental Quality Act (CEQA) to discretionary approvals of projects of State and local agencies made in connection with the HOME program. Consultant shall agree to comply with, and to require compliance with, any mitigation measures or other applicable environmental restrictions or obligations pursuant to NEPA and CEQA in connection with the activities performed using HOME funding received pursuant to the contract pursuant to this RFP or any contract thereunder.

E. Equal Opportunity

In any contract awarded pursuant to this RFP, the consultant shall agree to comply with the following laws, and to require its subcontractors to comply with the following laws, to the extent applicable, in connection with performance under said contracts:

1. The Civil Rights Act, Fair Housing Act, and Age Discrimination Act:

Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.), the Fair Housing Act (42 USC §§ 3601-3620), and the Age Discrimination Act of 1975 (29 USC § 6101), and applicable implementing regulations, which prohibit consultant from discriminating or excluding from employment or program participation any person due to race, color, national original origin, sex, age, handicap, religion, familial status or religious preference.

2. Rehabilitation Act of 1973 and the "504 Coordinator"

The Rehabilitation Act of 1973, (29 USC §§791 et seq.), and the regulations implementing Section 504 thereof (28 CFR Part 42, Subpart G (§§42.501-42.540)). This involves evaluating consultant's current

policies and practices and making modifications to ensure compliance with Section 504. Consultants employing 50 or more persons and receiving CDBG assistance of \$25,000 or more shall designate at least one person to coordinate compliance with 28 CFR Part 42, Subpart G.

3. Americans with Disabilities Act of 1990 (ADA):

The Americans with Disabilities Act of 1990 (ADA) (42 USC §12101 *et seq.*) and applicable implementing regulations and guidelines, which prohibit discrimination on the basis of disability in employment, State and local government service, and public accommodations and commercial facilities.

4. Construction Contract Equal Employment Opportunity Provisions.

Except as otherwise provided under 41 CFR Part 60, all contracts meeting the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

F. Flood Disaster Protection

Consultant shall comply with Section 202(a) of the Flood Disaster Protection Act of 1973 (42 USC §4106), which prohibits Federal financial assistance for buildings located in Special Flood Hazard Areas (SFHAs) within communities not participating in the National Flood Insurance Program. Section 102(a) (42 USC §4012) of that act mandates the purchase of flood insurance for buildings located in SFHAs as a condition of acquisition, construction, re-construction, repair and improvements activities. However, flood Insurance is not required for routine maintenance activities.

G. Labor Standards

For prime construction contracts in excess of \$2,000, the consultant shall agree to comply with the Davis-Bacon Act of 1931 (40 USC §§3141-3144, §§3146-3148), as supplemented by 29 CFR Part 5. In accordance with the statute, Consultant shall agree to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, which will be disclosed to consultant pursuant to this RFP. In addition, contractors shall be required to pay wages not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Compliance with said requirements shall not excuse compliance with California prevailing wage laws. The consultant shall also agree to comply with, and to require compliance with, the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by 29 CFR Part 3. The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

H. Contract Work Hours and Safety Standards Act (40 USC §§3701-3708)

Contracts in excess of \$100,000 involving the employment of mechanics or laborers shall include a provision for compliance with 40 USC §3702 and §3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40

USC §3702, each contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one-and-a-half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC §3704 are applicable to construction work and provide that no mechanic or laborer must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

I. National Labor Relations Board (NLRB) Certification

In the contract awarded pursuant to this RFP, consultant shall state under penalty of perjury that it has had no more than one non-appealable finding of contempt of court issued by a federal court in the preceding two years because of failure to comply with a federal court order or with a NLRB order.

J. Records Retention

Consultant shall retain all records and files relating to the contract awarded pursuant to this RFP, including but not limited to the records specified in 24 CFR §92.508, for a period of five years following the final payment under the contract awarded pursuant to this RFP, or any extensions thereto. Consultant shall make all records and files available upon request by the City, the State of California Department of Housing and Community Development or HUD during the record retention period.

K. Relocation, Displacement and Acquisition

Projects involving acquisition of real property must comply with federal relocation law to accommodate those persons temporarily or permanently displaced by the project. Consultants shall comply with Federal relocation law for projects including rehabilitating rental housing units and results in increased rents to “Targeted Income Group” (TIG) households.

L. Debarment and Suspension Certificate (Executive Orders 12549 and 12689)

A contract award (see 2 CFR §180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by federal agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Consultant shall submit a completed and signed Debarment and Suspension Certificate using the attached City-provided form, together with each proposal. Consultant acknowledges that falsely providing this certification may result in criminal prosecution or administrative sanctions, and that this certification is a required component of all proposals in response to this RFP

M. Recovered Materials

Consultant shall agree to comply with, and to require compliance with, Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the

quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner maximizing energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

N. Contract Remedies and Termination Provisions

Consultant shall be aware that contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC §1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate, and all contracts in excess of \$10,000 shall address both termination for cause and for convenience by the contractor including the manner by which it will be effected and the basis for settlement.

O. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

In accordance with 2 CFR §200.321, consultants take all necessary affirmative steps (including those set forth in 2 CFR §200.321, to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

P. Filing of Protests

Pursuant to 2 CFR §200.318(k), the City's procedures apply to protests of a contract award pursuant to this RFP. Proposers may file a protest of a contract award with the City's Community Development Director. In order for a protest to be considered valid, the protest must:

1. Be actually received by the Community Development Director in writing within five calendar days after the date of the contract award.
2. Clearly identify the specific recommendation being protested.
3. Specify, in detail, the grounds of the protest and the facts supporting the protest.
4. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each and every one of these requirements, it will be rejected as incomplete. If the protest is complete, the City's Community Development Director or assigned designee shall review the basis of the protest and all relevant information. The Community Development Director will deny or concur with the protest and provide a written decision to the protestor. The protestor may then appeal the decision of the Community Development Director to the City Manager, by submitting a written appeal containing the information set forth above to the City Clerk within five days of the date the City notifies the protestor of the decision.

Contract Services Agreement

CITY OF CARSON

CONTRACT SERVICES AGREEMENT FOR RESIDENTIAL INSPECTION AND PROJECT COORDINATION SERVICES

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this day of _____, _____ by and between the CITY OF CARSON, a municipal corporation, (herein "City") _____ and, a California Corporation (herein "Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

A. City has determined that it requires the certain professional services from a Contractor to assist the City staff in residential inspection and project coordination services relating to the federally-funded CDBG and HOME Investment Partnerships Act, pursuant to Title II of the National Affordable Housing Act of 1990 (simply "HOME").

B. City desires to retain Consultant as an independent contractor to provide such services on an as-needed basis.

C. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Contractor hereby agrees to a background check by the Los Angeles County Sheriff's Department if Contractor shall work with persons of eighteen (18) years of age or under. (See Exhibit "E")

1.2 Contractor's Proposal. The Scope of Service may include the Contractor's proposal or bid which, if included, is incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though

they were included.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which shall or will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.9 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ (\$0.00) (herein "Contract Sum"), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings and City Council meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City in the form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement no later than the last working day of the month, subject to such extensions as may be necessary to obtain any required approvals for payment from the City Council.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D", if any, and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding _____, except as otherwise provided in the Schedule of Performance.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Name, Title

Name, Title

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance. Without limiting Contractor's indemnification obligations as set forth in this Agreement, the Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

a. Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis. If the Contract Sum is \$25,000 or less, the policy of insurance shall be written in an amount not less than \$500,000 single limit, per occurrence. If the Contract Sum is greater than \$25,000 but less than \$1,000,000, the policy of insurance shall be in an amount not less than \$1,000,000 single limit, per occurrence. If the Contract Sum is greater than \$1,000,000 but less than \$2,000,000, the policy of insurance shall be in an amount not less than \$2,000,000, single limit, per occurrence. If the Contract Sum is greater than \$2,000,000, the policy of insurance shall be in an amount not less than \$5,000,000 single limit, per occurrence.

b. Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as shall fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

c. Automotive/Vehicle Insurance. A policy of comprehensive automobile/vehicle liability (including owned, non-owned, leased, and hired autos/vehicles) insurance written on a per occurrence basis in an amount not less than \$500,000 single limit, per occurrence, for bodily injury and property damage.

d. Additional Insurance. Policies of such other insurance, including professional liability insurance, as may be required in the Special Requirements.

All of the above policies of insurance shall be primary insurance and shall name the **City of Carson**, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, officials, employees, agents, representatives, and volunteers, and their respective insurers. All of said policies of insurance shall be endorsed to:

- (1) provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by certified or registered mail to the City;
- (2) provide that the insurer shall waive all rights of subrogation and contribution it may have against the City of Carson, its officers, officials, employees, agents, representatives, and volunteers, and their respective insurers; and
- (3) name the City of Carson, its City Council and all the City Council appointed groups, committees, boards, and any other City Council appointed bodies, and the City's elected or appointed officers, and its officials, employees, agents, representatives, and volunteers (hereinafter "City and City Personnel") as additional insureds.

All of Contractor's insurance (i) shall contain no special limitations on the scope of protection afforded to City and City Personnel; (ii) shall be primary insurance and any insurance or self-insurance maintained by City or City Personnel shall be in excess of the Contractor's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) 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; and (v) shall be written by insurers in compliance with Section 5.4.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage's and said Certificates of Insurance or binders are approved by the City. In the event any of said policies of insurance are

materially modified or cancelled for any reason, the Contractor shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Section 5.1, to the Contract Officer. The Contract Officer, with the prior approval of the City Manager, shall have authority to consent to a modification of the foregoing insurance requirements, which consent may be given or withheld in the Contract Officer's and City Manager's respective sole and absolute and arbitrary discretion.

The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification. Contractor agrees to indemnify the City, its officers, agents and employees against, and shall hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the City, and in connection therewith:

(a) Contractor shall defend any action or actions filed in connection with any of said claims or liabilities and shall pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor shall promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

5.3 Performance Bond. Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.4 Sufficiency of Insurer or Surety. Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

5.5 Payment Bond for contracts over \$25,000. Concurrently with the execution of their Agreement, if the contract sum specified in Section 2.1 of this Agreement is in excess of twenty-five thousand dollars (\$25,000), Contractor shall deliver to City a payment bond in the sum specified below, in the form provided by the City Clerk, which secures payments to subcontractors and suppliers in the event of default by Contractor. The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The payment bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing pursuant to Section 4.3 of this Agreement to perform in whole or part the services required herein.

The payment bond shall be in a sum not less than that prescribed by law under California Civil Code § 3248, such that the bond shall be in the sum of:

- (a) One hundred percent (100%) of the total amount payable by the terms of this Agreement if the total amount payable does not equal or exceed five million dollars (\$5,000,000); or
- (b) Fifty percent (50%) of the total amount payable by the terms of this Agreement if the total amount payable is not less than five million dollars (\$5,000,000) and does not exceed ten million dollars (\$10,000,000); or
- (c) Twenty five percent (25%) of the total amount payable by the terms of this Agreement if the Agreement exceeds ten million dollars (\$10,000,000).

If Contractor is the provider of architectural, engineering, and land surveying services pursuant to an existing contract with City for a public work, Contractor shall not be required to post or deliver a payment bond. Further, if the sum of the payment bond as required under California Civil Code § 3248 is different than the sum required under this Agreement, the sum specified in California Civil Code § 3248 is controlling.

5.6 Sufficiency of Insurer or Surety for Payment Bond. If Contractor must deliver a payment bond pursuant to Section 5.5 of this Agreement, Contractor shall deliver, concurrently with the execution of this Agreement and delivery of said payment bond, to City the following documents:

- (a) A certified copy of the Certificate of Authority of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact insurance in the State of California;

- (b) A certificate from the Clerk of the County of Los Angeles that the Certificate of Authority of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended; or, in the event the Certificate of Authority of the Insurer or Surety has been suspended, that renewed authority has been granted; and
- (c) True and correct copies of the Insurer's or Surety's most recent annual statement and quarterly statement filed with the Department of Insurance.

Failure of Contractor to deliver these documents by the time of execution of this Agreement shall require City to refrain from entering the Agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of City, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure § 995.660.

6.0 RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or shall materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor shall be at the City's sole risk and without liability to Contractor, and the City shall indemnify the Contractor for all damages resulting therefrom. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting there from.

6.4 Release of Documents. The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Consultant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

7.2 Disputes. Subject to the provisions of Section 7.7, in the event of a dispute arising under this Agreement, Contractor shall comply with the provisions of this Section, and City may, in its sole discretion, comply with the provisions of this Section. The injured party shall notify the injuring party in writing of its contentions. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within sixty (60) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause by Contractor and to any legal action commenced by Contractor, and such compliance shall not be a waiver of Contractor's right to take legal action in the event that the dispute is not cured. Nothing herein shall limit City's right to terminate this Agreement with or without cause pursuant to Section 7.7.

7.3 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Termination Prior to Expiration Of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Contractor may terminate this Agreement only for cause and with not less than thirty (30) days prior written notice and only after following the procedures of Section 7.2 to enable the City to effect a cure of a default. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the lesser of (i) the amount due for work completed under the Schedule of Compensation or (ii) the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to its expert witness fees and reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer, official, employee, agent, representative, or volunteer of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and shall not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national

origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be (i) personally delivered, or (ii) delivered by United States mail, prepaid, certified, return receipt requested, or (iii) delivered by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices shall be delivered to the City at the following address: City of Carson, 701 E. Carson Street, Carson, CA 90745. Notices shall be delivered to Contractor at the following address:

Either party may change the address for receipt of notices to that party by written notice delivered in compliance with this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.6 Authority to Execute. The person (s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5 Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor’s Authorized Initials _____

[end – signature page and exhibits follow]

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

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia L. Gause, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

CONSULTANT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT’S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S)	
	<input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

_____		SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

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On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	_____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	_____ NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		_____ DATE OF DOCUMENT
_____ _____		_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

- A-1 Contractor shall identify the rehabilitation items eligible under current CDBG, CalHOME and/or HOME (as applicable) program guidelines
- A-2 Based on the results of the initial inspection, Contractor shall prepare a written description of work identifying the items identified in the initial inspection including a construction cost estimate (refer to the Residential Rehabilitation Standards Checklist [**Attachment No. 1**] for additional detail about the requirements and guidelines issued under this program).
- A-3 Contractor shall compile information for projects used to implement the bid process.
- A-4 Contractor shall coordinate the holding of Pre-Construction Meetings and Job Walks between the eligible homeowner and awarded contractor.
- A-5 Contractor shall conduct inspections to determine work progress, and shall prepare and keep written log of all inspection(s) and comment(s).
- A-6 Based on results of inspection(s) of work performed, Contractor shall recommend progress and final payment(s) to the contractor.
- A-7 Contractor shall complete all reports or written authorizations (including a completed check-off or punch-list list) needed to complete and close out each project assigned.
- A-8 Contractor shall monitor compliance with State of California prevailing wage requirements and Federal Davis-Bacon and Related Acts (DBRA) provisions.
- A-9 Contractor shall ensure that all general or subcontractors engaged to perform the eligible rehabilitation work will correct the identified deficiencies within any eligible property (refer to the Residential Rehabilitation Standards Checklist [Attachment No. 1] for additional detail about the requirements and guidelines issued under this program), including, but not limited to:
- Code violations, and health and safety issues;
 - Roofing;
 - Plumbing;
 - Electrical;
 - Heating;
 - Pest infestation;
 - Interior and exterior painting window replacement;
 - Lead-based paint;
 - Asbestos abatement as needed on a case-by-case basis;
 - Interior carpet or other flooring; and
 - Foundation.
- A-10 Contractor shall perform required notary services, and shall hold a current notary commission at all times during the term of this Agreement.
- A-11 Contractor shall insure that any awarded contractor or subcontractor carry errors and omissions insurance, as well as liability insurance in the following amounts: not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of any accident, and \$1,000,000 for property damage. Such insurance shall also name City as an additional insured
- A-12 Administrative Tasks: Consultant shall assist City Staff with the following administrative tasks as assigned:

- A. Conduct training on HUD's IDIS for City employees responsible for administering the Federal and State grant programs.
- B. Prepare application for grant programs following City's receipt of Notice of Funding Availability.

A-13

Appraisal Evaluation Services

- A. Prepare interior and exterior evaluations of eligible properties.
- B. Provide a summary appraisal report, photographs, sketches, comparable photographs, comparable property locations, and a signed statement of limiting conditions specifically for the HOME program

ATTACHMENT I

Rehabilitation Standard Checklist

Rehabilitation Assessment

Property Owner:			Date of Inspection:
Resident Names (if different from above):			Inspection Type:
			Inspector:

Property Address:		Property Type:
Year Constructed:	Census Tract No.:	Were residents present for inspection?

EXTERIOR ASSESSMENT

INSPECTION CHECKLIST	CURRENT CONDITION			REPAIRS REQUIRED / COMMENTS
	Pass	Fail	Inconclusive	
GENERAL SITE CONDITIONS				
Walls and Fencing				
Landscaping				
Free of Debris				
Access to unit				
Refuse Disposal Area				
RESIDENCE EXTERIOR				
Condition of Foundation				
Condition of Stairs/Rails/Porches				
Condition of Roofs				
Roof Mounted Appliances				
Condition of Gutters				
Condition of Exterior Surfaces				
Driveway				
Walkways - free of hazards				
Garage Door				
Windows - Operative / condition				
Condition of Screens				
Exterior Doors Condition				
Entry Door Locks – No Dbl Cyl.				
Security Door – No Dbl Cyl.				

INTERIOR ASSESSMENT

INSPECTION CHECKLIST	CURRENT CONDITION			REPAIRS REQUIRED / COMMENTS
	Pass	Fail	Inconclusive	

GENERAL- ALL ROOMS

Smoke Detectors				
All Functioning				
minimum # required installed				
Carbon Monoxide (CO) Detector				
Electricity on-all rooms				
Visible Mold Conditions				
Window condition				
Furniture blocking windows				
Electrical hazards - exposed wires				

KITCHEN

Electrical Hazards				
Grounded Outlets				
GFCI				
Outlets / Switches / Fixtures				
Floor / VCT / Tile condition				
Walls / Ceiling condition				
Stove				
Oven				
Refrigerator				
Cabinets & Drawers				
Counter				
Sink				
Garbage Disposal				
Visible Mold Conditions				
Space for storage of food				
Space for preparation of food				
Washer / Dryer				
Light/Ventilation				

DINING ROOM

Walls / Ceiling condition				
Carpet / Flooring condition				
Outlets / Switches / Fixtures				
Light/Ventilation				

LIVING ROOM

Carpet / Flooring condition				
-----------------------------	--	--	--	--

INSPECTION CHECKLIST	CURRENT CONDITION			REPAIRS REQUIRED / COMMENTS
	Pass	Fail	Inconclusive	
Walls / Ceiling condition				
Door(s)				
Window Coverings present				
Drapes / Blinds				
Outlets / Switches / Fixtures				
Light/Ventilation				

BATHROOM # 1 (hallway/guest)

Grounded Outlets				
Floorcoverings				
GFCI				
Outlets / Switches / Fixtures				
Tub / Shower / Enclosure				
Toilet				
Counter				
Vanity/Cabinets				
Sink				
Mirror				
Door				
Ventilation (Fan / window)				
Visible Mold Conditions				
Walls / Ceiling condition				

BATHROOM # 2 (Master)

Grounded Outlets				
Floorcoverings				
GFCI				
Outlets / Switches / Fixtures				
Tub / Shower / Enclosure				
Toilet				
Counter				
Sink				
Vanity/Cabinets				
Mirror				
Door				
Ventilation (Fan / window)				
Visible Mold Conditions				
Walls / Ceiling condition				

MASTER BEDROOM

Wall / Ceiling condition				
Carpet / Flooring condition				

INSPECTION CHECKLIST	CURRENT CONDITION			REPAIRS REQUIRED / COMMENTS
	Pass	Fail	Inconclusive	
Passage Door				
Closet Doors				
Smoke Detector				
Emergency Exiting				
Window Security – Hand Openable				
Outlets / Switches / Fixtures				
Light/Ventilation				

BEDROOM (left of hall)

Wall / Ceiling condition				
Carpet / Flooring condition				
Passage Door				
Closet Doors				
Smoke Detector				
Emergency Exiting				
Window Security – Hand Openable				
Outlets / Switches / Fixtures				
Light/Ventilation				

BEDROOM (right of hall)

Wall / Ceiling condition				
Carpet / Flooring condition				
Door				
Closet Doors				
Smoke Detector				
Emergency Exiting				
Window Security – Hand Openable				
Outlets / Switches / Fixtures				
Light/Ventilation				

HEATING & PLUMBING

Adequacy of Space Heating				
Safety of Heating Equipment				
Ventilation				
A/C Unit				
Approvable Water Supply				
Plumbing – Water Supply Lines				
Plumbing – Waste Lines				
Sewer Connection				
Water Heater Correctly Installed				

ELECTRICAL

Condition of Service Panel				
Condition of Service Drop				

INSPECTION CHECKLIST	CURRENT CONDITION			REPAIRS REQUIRED / COMMENTS
	Pass	Fail	Inconclusive	
Functioning Labeled Breakers				
GFCI on Exterior Outlets				

GENERAL HEALTH & SAFETY

Evidence of Infestation				
Garbage & Debris				
Refuse Disposal				
Interior Air Quality				
Site & Neighborhood conditions				

LEAD BASED PAINT REVIEW

Did owner/residents receive a copy of the pamphlet entitled "Renovate Right"?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Was the construction of the subject building completed on or after January 1, 1978? If yes, record the year of construction _____ and stop here; this part is completed. If no, proceed.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is this rehabilitation that will not disturb a painted surface, or whose disturbance is limited to 20 square feet of exterior painted surfaces or 2 square feet painted surfaces in any one interior room? [See §35.1350(d)]. If yes, stop here; this part is completed. If no, proceed to the number below, associated with the level of Federal rehabilitation assistance applicable to this project.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are the average Federal funds for the hard costs of rehabilitation per unit limited to \$5,000 or less? If yes, conduct paint testing per Sec. 35.930(a)(1) and implement safe work practices per §35.930(a)(2) or presume LBP and implement safe work practices . Either way, conduct a clearance examination, per §35.930(b)(3) after rehabilitation. Attach a copy of the paint test (if applicable) and clearance examination reports, after completion.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are the average Federal funds for the hard costs of rehabilitation per unit more than \$5000 but not exceeding \$25,000? If Yes, conduct paint testing per Sec. 35.930(c)(1) and a risk assessment per Sec. 35.930(c)(2); perform interim controls per Sec. 35.1330 (see Sec. 35.930(c)(3)) or presume LBP and/or hazards present and use standard treatments per Sec. 35.120(a). Either way, conduct a clearance examination per Sec. 35.930(b)(3) after rehabilitation. Attach a copy of the paint test and risk assessment (if applicable), and clearance examination reports, after completion.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are the average Federal funds for the hard costs of rehabilitation per unit more than \$25,000? If Yes, conduct paint test and perform a risk assessment per §35.930(d)(2), or presume LBP. Abate all LBP hazards identified by the paint test or risk assessment and any LBP hazards created as a result of the rehabilitation work, in accordance with §35.1325, except that interim controls are acceptable on exterior surfaces that are not disturbed by rehabilitation. Either way, conduct a clearance examination per Sec. 35.930(b)(3) after rehabilitation. Attach a copy (if applicable) of the paint test and risk assessment, and (in all cases, upon completion) the clearance examination reports.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Note: If Federal rehabilitation assistance under the HOME program is used, recipient shall require property owner to incorporate ongoing LBP maintenance activities into regular building operations, per Sec. 35.1355(a) (see Sec. 35.935).		

I certify that a property inspection was performed on the date indicated below, and that this assessment represents an accurate appraisal of property conditions at the time of inspection:

Inspector's Signature

Date

Homeowner's Signature

Date

Homeowner's Signature

Date

PAINT EVALUATION REPORT (PER)

Applicant Name: _____

Property Address: _____

Program Purpose: Repaint single family owner occupied residences located in the City of Redlands for the purpose of correcting existing or potential paint related code deficiencies.

Eligible Single Family Residences:

1. A property that has been cited by an Redlands Code Enforcement Officer for a defective exterior paint condition pursuant to the Redlands Municipal Code; or,
2. A property that Program Staff has determined has a defective exterior paint condition that could warrant a code violation pursuant to the Redlands Municipal Code.

Paint Exterior

- ☐ Metal
- ☐ Stucco ___ Entire Wall ___ Upper Wall ___ Mid Wall ___ At foundation
- ☐ Wood Ship lap siding ___ Chipped ___ Blistered ___ Peeling
- ☐ Wood Ship lap façade ___ Cracked ___ Dry rot ___ Alligating
- ☐ Wood Other Decorative
- ☐ Facia Boards
- ☐ Under Eaves
- ☐ Canopy Posts Support
- ☐ Patio Posts Support
- ☐ Decorative Posts Location(s) _____
- ☐ Rafter Tails ___ Structural ___ Decorative
- ☐ Planters / Window Boxes/ Shutters
- ☐ Other

Condition of Paint

- ☐ Very Good
- ☐ Good
- ☐ Faded ___ Heavy ___ Moderate
- ☐ Cracked ___ Heavy ___ Moderate
- ☐ Chipped ___ Heavy ___ Moderate
- ☐ Peeling ___ Heavy ___ Moderate
- ☐ Blistering ___ Heavy ___ Moderate
- ☐ Alligating ___ Heavy ___ Moderate

Location

- | | Extreme | Moderate | Light | V-Light | NVP |
|--|---------|----------|-------|---------|-----|
| <input type="checkbox"/> Front of House | ___ | ___ | ___ | ___ | ___ |
| <input type="checkbox"/> Left of Entryway | ___ | ___ | ___ | ___ | ___ |
| <input type="checkbox"/> Right of Entryway | ___ | ___ | ___ | ___ | ___ |
| <input type="checkbox"/> At the Entryway | ___ | ___ | ___ | ___ | ___ |
| <input type="checkbox"/> Second Floor | ___ | ___ | ___ | ___ | ___ |
| <input type="checkbox"/> North Side of the House | ___ | ___ | ___ | ___ | ___ |
| <input type="checkbox"/> South Side of the House | ___ | ___ | ___ | ___ | ___ |
| <input type="checkbox"/> West Side of the House | ___ | ___ | ___ | ___ | ___ |
| <input type="checkbox"/> East Side of the House | ___ | ___ | ___ | ___ | ___ |

Garage / Carport

- | | Extreme | Moderate | Light | V-Light | NVP |
|--|---------|----------|-------|---------|-----|
| <input type="checkbox"/> Garage | ___ | ___ | ___ | ___ | ___ |
| <input type="checkbox"/> No Garage | ___ | ___ | ___ | ___ | ___ |
| <input type="checkbox"/> Carport | ___ | ___ | ___ | ___ | ___ |
| <input type="checkbox"/> Attached | ___ | ___ | ___ | ___ | ___ |
| <input type="checkbox"/> Detached | ___ | ___ | ___ | ___ | ___ |
| <input type="checkbox"/> At the Garage Door | ___ | ___ | ___ | ___ | ___ |
| <input type="checkbox"/> Above the Garage Door | ___ | ___ | ___ | ___ | ___ |

<input type="checkbox"/> Right side of Garage	_____	_____	_____	_____	_____
<input type="checkbox"/> Left side of Garage	_____	_____	_____	_____	_____
<input type="checkbox"/> Rear of Garage	_____	_____	_____	_____	_____
<input type="checkbox"/> Man Door	_____	_____	_____	_____	_____
<input type="checkbox"/> Support Posts	_____	_____	_____	_____	_____
<input type="checkbox"/> Support Beams / Rafters	_____	_____	_____	_____	_____

Certification

In the opinion of the undersigned, the herein described paint conditions at the above-noted address:

- ☐ DO
or
☐ DO NOT

Constitute a condition that could be cited by a Redlands Code Enforcement Officer for a defective exterior paint condition pursuant to the Redlands Municipal Code.

By: _____

Date: _____

EXHIBIT “B”
SPECIAL REQUIREMENTS

- B-1 Without limiting Contractor’s indemnification obligations set forth in this Agreement, Contractor shall procure and maintain in full force and effect, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, and for a period of three (3) consecutive years thereafter, the following policies of insurance:
- A policy of professional liability insurance written in an amount not less than \$1,000,000.00 and written on a claim made basis.
- B-2 City hereby waives the requirements of Sections 5.3 and 5.5 of the Agreement
- B-3 In addition to the requirements of Section 6.3 during the performance of the Services, Consultant shall keep the City appraised of the status of performance by delivering the following status reports:
- A. As requested by City, meet with City staff on a regular basis to provide project updates.
- B. Any and all reports and documents as requested by City.
- B-4 All work products are subject to review and acceptance by the City, and shall be revised by the Consultant without any additional charge to the City until found satisfactory and accepted by the City.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

C-1 City shall compensate consultant on an hourly basis as set forth below (which fees are inclusive of all normal business overhead [i.e., travel, telephone, fax]):

President:	\$0.00
Vice President:	\$0.00
Manager:	\$0.00
Senior Associate:	\$0.00
Associate:	\$0.00
Senior Project Assistant:	\$0.00
Project Assistant:	\$0.00
Secretary:	\$0.00

C-2 Consultant shall, on a per-task basis, present an invoice to City itemizing the specific task performed, the specific amount of time relating to each task, including any reasonable authorized reimbursable costs. City will compensate Consultant only upon presentation of such itemized invoice. All reimbursable items are billed at cost plus 10%.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- D-1 Contractor shall perform the Scope of Services on a task order basis as assigned by the City’s Contract Officer from time-to-time.

EXHIBIT "E"
SCOPE OF SERVICES

LOS ANGELES SHERIFF'S DEPARTMENT REVIEW (IF APPLICABLE)

If applicable (see Section 1.1), attach a receipt from the Los Angeles County Sheriff's Department confirming you have been fingerprinted and indicate the following:

Name: _____

Driver's License No.: _____ Date of Birth: _____

Are you now, or have you ever been a member of P.E.R.S?

Yes _____ No _____

Signature of Contractor

(RESERVED FOR COST PROPOSAL)