

REQUEST FOR PROPOSALS CD 18-001

CITY OF LA PALMA

GENERAL PLAN & ZONING ORDINANCE AMENDMENTS



Date October 4, 2018

Important Dates

Oct. 4, 2018	Release of RFP
Oct. 15, 2018	Written Question Deadline-12:00 noon
Oct. 25, 2018	Submittal Deadline 12:00 noon
Oct. 26-Nov.8, 2018	City Review of Submitted Proposals
Nov. 12-Nov. 15, 2018	Anticipated Interview Dates
Dec. 4, 2018	Anticipated Action to Award Contract(s)
Dec. 10, 2018	Expected Project Start Date

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October 4, 2018

RE: REQUEST FOR PROPOSALS CD 18-001
GENERAL PLAN & ZONING ORDINANCE AMENDMENTS

Dear Proposers;

The City of La Palma invites qualified firms to submit proposals to provide consulting services to complete General Plan & Zoning Ordinance Amendments.

The City is proposing to take actions to amend the City's General Plan, General Plan Land Use Map, Zoning Ordinance and Zoning Map.

To be considered responsive, qualified Proposers must submit a written proposal in accordance with the requirements, specifications, conditions, and provisions as described and set forth herein.

PROPOSALS ARE DUE BEFORE: 12:00 NOON on October 25, 2018

After the proposal due date, evaluation will begin. If necessary, the City may require Proposers found to be the most qualified to interview with City staff. Selection of a qualified firm or firms for the requested professional services shall be made on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, and shall not be awarded solely on the basis of cost.

Thank you for your interest in the City of La Palma.

Respectfully,

Scott Hutter
Planning Manager
City of La Palma
714-690-3336
scotth@cityoflapalma.org

SECTION I

INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

A. Introduction

The City of La Palma (City) invites qualified firms to submit written proposals to complete general plan & zoning ordinance amendments and the appropriate environmental documents required. Should an award of contract be made, the selected Proposer will enter into a professional services agreement with the City of La Palma to provide the requested services.

B. Proposed time schedule

Oct. 5, 2018	Release of RFP
Oct. 15, 2018	Written Question Deadline-12:00 noon
Oct. 25, 2018	Submittal Deadline 12:00 noon
Oct. 26-Nov.8, 2018	City Review of Submitted Proposals
Nov. 12-Nov. 15, 2018	Anticipated Interview Dates
Dec. 4, 2018	Anticipated Action to Award Contract(s)
Dec. 10, 2018	Expected Project Start Date

C. Instructions to proposers and procedures for submittal

One printed original (marked original), three printed copies (marked copy) of the proposal and one (1) electronic copy on CD or Flash Drive (will not be returned) must be submitted in a sealed envelope or box bearing the name of the Proposer, marked RFP N. CD 18-001 and submitted only to the following address:

**City of La Palma
RFP No. CD 18-001
Attention: Scott Hutter, Planning Manager
7822 Walker Street
La Palma, CA 90623**

Proposers are solely responsible for ensuring their submitted proposal is received by the City in accordance with the solicitation requirements, before the Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic mail, facsimile or telephone proposals or modifications will be considered unless specified. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in this Request For Proposal. Deliveries made before the Submittal Deadline, but to the wrong City office, will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline. All proposals shall become the property of the City. The City shall not be liable for any costs incurred in response to this Request For Proposals and all costs shall be borne by the individual or firm responding to the request.

LATE PROPOSALS WILL NOT BE ACCEPTED AND WILL BE RETURNED TO THE PROPOSER UNOPENED.

SECTION II

PROPOSAL RESPONSE REQUIREMENTS

Proposers shall submit one printed original (marked original), three printed copies (marked copy) of the proposal and one (1) electronic copy on CD or Flash Drive (will not be returned) must be submitted in a sealed envelope or box bearing the name of the Proposer, marked RFP N. CD 18-001 and submitted only to the following address:

**City of La Palma
RFP No. CD 18-001
Attention: Scott Hutter, Planning Manager
7822 Walker Street
La Palma, CA 90623**

If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" WILL PROVIDE THE BASIS FOR RESOLVING SUCH DISCREPANCIES. If one document is not clearly marked "ORIGINAL", The City reserves the right to use any of the proposals as the Original. If no document can be identified as an original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City.

All proposals shall be submitted on standard 8.5" by 11" paper, three-hole punched and secured in binder clips. All pages shall be numbered and identified sequentially by section. Response items must be indexed in the following order with individual tabs:

A. COVER LETTER

Proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter should include an introduction of the firm and summary statement of professional qualifications.

B. COMPANY DATA

C. RESUMES AND QUALIFICATIONS OF PERSONNEL

D. ORGANIZATIONAL CHART

E. REFERENCES

F. OVERVIEW AND APPROACH

H. COMPENSATION/PAYMENT SCHEDULE

Proposer is required to submit their cost proposal in the format as outlined in Section V. Proposer must state if the proposed rate is guaranteed for the term of an agreement (if awarded) or if it is subject to adjustments. If subject to adjustments, Proposer must state the frequency of adjustments and how adjustments are determined.

I. CERTIFICATE OF INSURANCE

Proposer shall demonstrate the willingness and ability to submit proof of the required insurance coverage as set forth in the Sample Professional Services Agreement (Appendix 1) prior to execution of the contract. The Insurance Acknowledgement provided as Appendix 2 of this RFP shall be executed by the Proposer and returned as part of the RFP response confirming Consultant's acknowledgement of compliance with insurance requirements for agreement

J. CERTIFICATION OF PROPOSAL

Proposer is required to sign and submit the Certification of Proposal in Appendix 3.

SECTION III

PROPOSAL EVALUATION AND SELECTION

CITY EVALUATION PROCESS AND SELECTION CRITERIA

Evaluation of all proposals will be based upon a competitive selection process. The City reserves the right to cancel or reject all, or portion or portions, of the Request For Proposal without notice. Further, the City makes no representation that any agreement will be awarded to any individual or firm submitting a proposal. The City reserves the right to reject and all proposals submitted in response to this request or any addenda thereto.

The proposal will be evaluated on the basis of the quality of response to all requirements of this RFP. The City shall use some or all of the following criteria in its evaluation, in no particular order:

1. Demonstrated competence and understanding of the Scope of Services.
2. Experience of the firm, particularly of staff assigned to this project.
3. Location of firm and availability of staff.
4. Quality of references.
5. Proposed Costs.
6. Content, quality, completeness and form of submitted proposal.
7. The degree that the proposal achieves the objectives of the project.
8. Written and Oral Communication Abilities, and
9. Interview if necessary.

The selected Consultant will be required to enter into a "Consulting Services Agreement" with the City. A standard agreement has been provided (Appendix 1) for the Consultant's review and comment. Any concerns, questions or objections to any part of the contract must be provided as part of the Consultant response to the Request For Proposal.

RESERVATION

The City reserves the right to reject any and all proposals and to waive any non-conformity of proposal with this RFP, whether technical or substantive in nature as the interest of the City may require.

SECTION IV

SCOPE OF SERVICES

INTRODUCTION

The City of La Palma is located in Northwest Orange County and serves an area of 1.8 square miles with a population of 15,568 and ±5600 dwelling units. The City was incorporated in 1955 and operates under the Council/Manager form of government with a fiscal year that begins on July 1 and ends on June 30.

The Planning Division of the City of La Palma's Community Development Department is responsible for the administration of the City's Advance and Current Planning, Environmental review and Housing activities. Advanced planning includes the preparation and administration of the General Plan, Housing Element and Zoning Code. Application processing includes the preparation of any required environmental review documents (e.g., California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA)). The principal contact with the City of La Palma for this project will be Scott Hutter, Planning Manager or a designated representative.

REQUEST FOR PROPOSALS:

The City of La Palma is requesting proposals from qualified professional planning, housing and environmental consultants for:

GENERAL PLAN & ZONING ORDINANCE AMENDMENTS

SCOPE OF SERVICES

A.) Prepare and process the proposed amendments to the City's General Plan, General Plan Land Use Map, Zoning Ordinance and Zoning Map to reflect the proposed actions in the project description.

B.) Prepare and process the Proposed Actions in the Project Description to the City's General Plan Housing Element and submit/process those revisions to the State of California, Housing and Community Development (HCD) Department for review, approval and certification. The Housing Element was most recently adopted in 2015 and was certified by State of California, Housing and Community Development (HCD).

C.) Prepare an addendum to the 2014 La Palma General Plan, & Land Use Map, Certified Environmental Impact Report pursuant to the requirement of the California Environmental Quality Act (CEQA).

PROJECT DESCRIPTION

The City is proposing to amend the General Plan, General Plan Land Use Map, Zoning Ordinance, Zoning Map and Housing Element to reflect the following Proposed Actions.

	PROPOSED ACTION	CITY REGULATORY DOCUMENTS IMPACTED BY THE PROPOSED ACTION
1	Remove the Zoning Designation of Village Overlay (VO) on Parcels APN: 262-081-04 and APN: 262-081-05, property located at 5052 and 5062 La Palma Avenue from the General Plan Land Use Map and the Zoning Map and retain the Multi-Family Residential (R-3) Zoning and Multi-Family Residential (R-3) Land Use designations on these parcels.	ZONING ORDINANCE ZONING MAP GENERAL PLAN LAND USE MAP HOUSING ELEMENT
2	Amend the City's Zoning Ordinance to establish a new Zoning District within the Multi-Family Residential (R-3) Zone, entitled Affordable Housing District (AH) with a maximum density of up to 20 dwelling units per acre.	ZONING ORDINANCE ZONING MAP HOUSING ELEMENT
3	Re-zone Parcel APN: 263-041-34, a 1.347 acre property located at 5432-5454 Orangethorpe Avenue from Neighborhood Commercial (NC) to the new Affordable Housing District (AH) with a maximum density of up to 20 dwelling units per acre and designate the property as Multi-Family Residential (R-3) in the General Plan, Zoning Ordinance, General Plan Land Use Map and Zoning Map.	ZONING ORDINANCE ZONING MAP GENERAL PLAN LAND USE MAP HOUSING ELEMENT
4	Amend the City's General Plan Housing Element to remove Parcels APN: 262-081-04 and APN: 262-081-05, property located at 5052 and 5062 La Palma Avenue from the inventory of sites designated for affordable housing development.	HOUSING ELEMENT
5	Update the City's Housing Element to include changes made to the General Plan and Zoning Code after adoption of the Housing Element in February of 2014 adding the Mixed Use designation to 81.07 acres within the Mixed Use Business (B-1) Zone for higher density multi-family development and projecting a dwelling unit total of 365 for this acreage.	HOUSING ELEMENT
6	Amend the City's General Plan Housing Element to add Parcel APN: 263-041-34, property at 5432-5454 Orangethorpe Avenue to the inventory of sites designated for affordable housing development.	HOUSING ELEMENT
7	Submit and process the City's General Plan Housing Element Amendment to the State of California, Department of Housing and Community Development to remove Parcels APN: 262-081-04 and APN: 262-081-05, property located at 5052 and 5062 La Palma Avenue from the inventory of sites designated for Affordable Housing Development within the City of La Palma Housing Element and add Parcel APN: 263-041-34, property at 5432-5454 Orangethorpe Avenue to the inventory of sites designated for Affordable Housing Development within the City of La Palma Housing Element for review and certification by the State of California, Department of Housing and Community Development and subsequent approval of the City Council.	HOUSING ELEMENT

The City is seeking experienced consultant(s) to complete all the above items. The Consultant(s) will be responsible for all steps necessary to prepare and process the document(s) and required environmental documentation, including data gathering, public outreach, public meetings, public hearing presentations and recommendations. The Consultant must be able to produce the final documents both hard copy and electronic versions including final maps that are accurate, complete, understandable, defensible and compliant with all applicable laws.

A copy of the City's current General Plan (including Housing Element), Land Use Map, Certified EIR and Zoning Ordinance can be viewed on the City's website at the following links:

General Plan EIR Online (3 parts due to size)

Part I: https://www.cityoflapalma.org/DocumentCenter/View/4786/Item-12_Draft-Environmental-Impact-Report---Volume-I?bidId=

Part II: https://www.cityoflapalma.org/DocumentCenter/View/4787/Item-13_Draft-Environmental-Impact-Report---Volume-II-Appendices?bidId=

Part III: https://www.cityoflapalma.org/DocumentCenter/View/4788/Item-14_Final-Environmental-Impact-Report---Volume-III?bidId=

Zoning Ordinance Online (Chapter 44 of the Municipal Code)

Zoning Code: https://library.municode.com/ca/la_palma/codes/code_of_ordinances

General Plan Online

General Plan : https://www.cityoflapalma.org/DocumentCenter/View/4845/Final-La-Palma-GP_Adopted-June-2014?bidId=

The City's target is to complete the adoption of revisions to General Plan, Housing Element, Zoning Ordinance and resulting changes to the General Plan Land Use Map and the Zoning Map on or before May 15, 2019.

Deliverables

All documents, reports, notices, labels, maps etc. prepared by the Consultant pursuant to the Scope of Services shall be prepared by the Consultant and provided to the City for administrative review prior to finalization of the document. The document format shall be as follows:

- a. All text documents shall be provided to the City in Microsoft Word format utilizing size 12 Arial type set.
- b. All graphics shall be provided to the City in electronic and hard copy.

- c. The Consultant shall provide a brief summary of all public meetings within 10 days of the meeting.
- d. For every administrative review, one electronic copy, and three print copies shall be provided to the City of La Palma.
- e. Following approval by City staff of each final (public draft) report, one unbound reproducible original, one electronic copy, and **twelve print copies shall be provided to the City of La Palma. For each public hearing, one unbound reproducible original, one electronic copy, and fifteen print copies of the planning document and supporting documents shall be provided to the City.**

SECTION V
COMPENSATION

Consulting firms must include a detailed project budget for the scope of services. Compensation will be made at the fees and schedule contained in the Proposer's Proposal/Scope of Work as agreed upon by Proposer and City.

Proposers are required to include all costs for meeting attendance and City Council presentations, including travel time. The City will not separately reimburse Proposer for travel time or expenses to and from meetings or presentations.

APPENDIX 1

SAMPLE PROFESSIONAL SERVICES AGREEMENT

AGREEMENT FOR CONSULTANT SERVICES
[COMPANY NAME]

THIS AGREEMENT FOR the CONSULTANT SERVICES (hereinafter, the "Agreement"), entered into as of [DATE], by and between the CITY OF LA PALMA, a municipal corporation (hereinafter, the "City"), and [COMPANY NAME], a corporation (hereinafter, the "Consultant"). The Consultant and the City are hereafter together referred to as the "Parties" and each individually as a "Party."

RECITALS

A. The City requires the services of, and desires to retain, a consultant to perform the services set forth and described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter, the "Consultant Services").

B. By virtue of the Consultant's expertise, experience, and background, the Consultant is qualified to perform the Consultant Services for and on behalf of the City.

C. The City and the Consultant mutually desire to enter into this Agreement for the provision of the Consultant Services by the Consultant for and on behalf of the City, in accordance with the terms and conditions set forth herein.

EXECUTORY AGREEMENTS

NOW, THEREFORE, in consideration of the facts recited above and the covenants, conditions, and promises contained herein, the City and the Consultant mutually agree as follows:

SECTION ONE: RETENTION AND DUTIES OF CONSULTANT

1.1 The City hereby retains the Consultant, and the Consultant accepts this retention from the City, to perform the Consultant Services as set forth in the Scope of Work attached hereto as Exhibit "A".

1.2 The Consultant shall perform all services set forth in the Scope of Work in a competent and professional manner, and shall complete all such work, and each component thereof, within the time periods set forth in the Scope of Work.

1.3 In the performance of the Consultant Services, the Consultant shall report to and receive instructions from the [DEPT HEAD TITLE] of the City. Tasks or services other than those specifically described in the Scope of Work shall not be performed without the prior written approval of the [DEPT HEAD TITLE]. If the City changes the scope of the Consultant Services to be performed by the Consultant, or if the Consultant is requested to perform services not specifically described in the Scope of Work, the Consultant shall perform such services as are necessary to complete the work, and compensation for the work performed shall be paid by the City in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B" and incorporated herein by this reference, or as otherwise may be agreed in writing by the City and the Consultant.

1.4 The Consultant shall not subcontract the performance of any of the Consultant Services without the prior written approval of the City.

1.5 All data, studies, drawings, plans, maps, reports, and other documents shall, upon payment in full for the Consultant Services, be furnished to and become the property of the City, without restriction or limitation upon their use.

1.6 The Consultant agrees that the following person shall be the project manager on behalf of the Consultant under this Agreement, and shall be principally responsible for performing the Consultant Services:

[PROJECT MANAGER]

Notwithstanding the foregoing, the parties acknowledge that persons other than the above-designated project manager of the Consultant may perform tasks or services under this Agreement if the performance of such tasks or services is under the supervision and control of the Consultant's project manager. The Consultant shall not alter the assignment of the above-designated project manager without the prior written approval of the [DEPT HEAD TITLE].

1.7 The City reserves and has the right and privileges, at its sole discretion and with or without cause at any time during the term of this Agreement, of suspending, canceling or terminating this Agreement or any work in connection with this Agreement. In the event of termination, all finished or unfinished data, studies, maps, reports and other items prepared by the Consultant shall become the property of the City, and the Consultant shall promptly deliver such items to the City. In the event of termination, the City shall pay the Consultant for all authorized services performed and for all authorized and invoiced expenses incurred up to the date of termination of this Agreement, on a time and materials basis in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B".

SECTION TWO: COMPENSATION TO CONSULTANT

2.1 The City shall pay to the Consultant for the performance of the Consultant Services compensation in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B".

2.2 The Consultant shall invoice the City on a monthly basis for all work performed by the Consultant under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Consultant during the month covered by the invoice. All charges for labor or professional services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with the Budget and Fee Schedule. Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Consultant has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

2.3 The Consultant shall maintain records on all services for and charges to the City under this Agreement for a period of not less than twenty-four (24) months after the completion or termination of this Agreement, and make such records available for review and audit if requested by the City at any time during the term, or within twenty-four (24) months of the completion or termination, of this Agreement.

SECTION THREE: LEGAL RESPONSIBILITIES

3.1 The Consultant shall keep fully informed of all Federal and State laws and regional, county, and municipal ordinances and regulations which may in any manner affect those employed by the Consultant or the performance by the Consultant of any tasks or services for or on behalf of the City. The Consultant shall at all times observe and comply with all such laws, ordinances, and regulations, and shall be responsible for the compliance therewith of all work and services performed by the Consultant by or on behalf of the City.

3.2 The Consultant is retained as an independent contractor only, for the sole purpose of rendering those professional services set forth in Exhibit "A" hereto or otherwise requested by the City, and is not an employee of the City. The City shall have the right to control the Consultant only as to results of the Consultant's services rendered pursuant to this Agreement, and the City shall not have the right to control the means by which the Consultant accomplishes the services performed under this Agreement.

3.3 The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, sex, age, marital status, or national origin.

3.4 All proprietary information developed by the Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, shall be the sole and exclusive property of the City. The Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of the Consultant Services under this Agreement. The Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by the Consultant under this Agreement shall be made to the City, and that the Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by the City.

3.5 The Consultant agrees to perform all work to the reasonable satisfaction of the City. If the services performed under this Agreement are not satisfactory, the City has the right to take appropriate action, including but not limited to: (1) meeting with the Consultant, its agents or subcontractors to review the quality of the work and resolve matters of concern; (2) requiring the Consultant to have the work repeated at no additional fee until it is satisfactory; (3) withholding payment of City's compensation to the Consultant for any unsatisfactory work performed; (4) terminating this Agreement.

3.6 The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by the Consultant under this Agreement. The Consultant shall indemnify, defend, and hold the City harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.7 Any time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the City or the Consultant, 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 delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay. If the Consultant is the delaying Party, the City 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 City such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall the Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Consultant's sole remedy shall be extension of this Agreement pursuant to this section.

3.8 The parties mutually acknowledge that the CITY has retained CONSULTANT to perform the tasks and services set forth in this Agreement based upon the special skills, expertise, and experience of CONSULTANT. Accordingly, in performing the tasks and services under this Agreement, CONSULTANT shall use the skill and care that a highly specialized professional with significant expertise in the field, would use under similar circumstances. Further, the parties mutually agree that, to the extent that CONSULTANT retains sub-consultants or subcontractors to perform any portion of any of the tasks or services under this Agreement, CONSULTANT has a duty to the CITY to ensure that the tasks and services performed by such sub-consultants and subcontractors meet the same highly specialized professional level, skill, and expertise expected of CONSULTANT.

3.8.1 Except as set forth in subdivision 3.8.2, CONSULTANT shall indemnify, defend (with legal counsel acceptable to the CITY), and hold harmless the CITY, its officials, officers, and employees ("CITY Personnel") from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses penalties, obligations, expenses, or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of CONSULTANT'S performance of any tasks or services for or on behalf of the CITY, whether or not there is concurrent active or passive negligence on the part of the CITY and/or any CITY Personnel, but excluding any Claims arising from the sole negligence or willful misconduct of CITY or any CITY Personnel.

3.8.2 The provisions of this subdivision 3.8.2 apply only in the event that CONSULTANT is a "design professional" within the meaning of the California Civic Code Section 2782.8(c). If CONSULTANT is a "design professional" within the meaning of Section 2782.8(c), then notwithstanding subdivision 3.8.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code Sections 2782 and 2782.6), CONSULTANT shall defend (with legal counsel reasonably acceptable to the CITY), indemnify, and hold harmless the CITY and CITY Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of CONSULTANT, any sub-consultant, subcontractor, or any other person directly or indirectly employed by them, or any person that any of them control, arising out of CONSULTANT'S performance of any task or service for or on behalf of the CITY under this Agreement. Such obligations to defend, hold harmless, and indemnify the CITY or any CITY Personnel, shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of the CITY or such CITY Personnel. CONSULTANT'S cost to defend CITY and/or CITY personnel against any such Claim shall not exceed CONSULTANT'S proportionate percentage of fault with respect to that Claim; however, pursuant to Civil Code section 2782.8(a), in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY (and, if applicable, other parties) regarding any unpaid defense costs. To the extent CONSULTANT has a duty to indemnify the CITY or any CITY Personnel under this subdivision (b), CONSULTANT shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from CONSULTANT'S negligence, recklessness, or willful misconduct.

3.9 The Consultant shall not commence the performance of any work or services under this Agreement until the Consultant has obtained all insurance required hereunder, nor shall the Consultant allow any subcontractor to commence services under its subcontract until all such insurance has been obtained by the subcontractor. The Consultant shall take out and maintain at all times during the performance of this Agreement the following policies of insurance:

3.9.1 Workers Compensation Insurance to cover its employees as required by law; and the Consultant shall require all subcontractors to provide such compensation insurance for all of the latter's employees. Each such policy of worker compensation insurance shall carry the following endorsements:

(a) "The insurer waives all rights of subrogation against THE CITY OF LA PALMA, its officers, officials, agents, employees, and representatives."

(b) "This insurance policy shall not be canceled, limited or non-renewed by the insurer until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage."

3.9.2 Comprehensive General Liability Insurance for bodily injury, death, and property damage which may arise from the negligent performance of the Consultant, its employees, agents representatives, successors, and assigns while performing work or services under this Agreement, in a minimum Combined Single Limit of \$1,000,000.

3.9.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired automobiles, in a minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury, death, and property damage.

Each such policy of insurance provided for in Paragraph 3.9.2 and 3.9.3 shall be in a form satisfactory to the City and shall contain the following endorsements:

(a) "THE CITY OF LA PALMA, its officers, officials, employees, and representatives, are hereby declared to be additional insureds under the terms of this policy with respect to the operations and activities of the named insured at or from the premises of THE CITY OF LA PALMA described above."

(b) "This insurance policy shall not be canceled, limited, or not renewed until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; THE CITY OF LA PALMA shall not be liable for the payment of premiums or assessments on this policy."

3.9.4 Professional Liability Insurance to protect the City from the Consultant's negligent acts, errors, and omissions of a professional nature, with coverage in a minimum amount of \$1,000,000.

At least thirty (30) days prior to the expiration of any policy of insurance required under Paragraph 3.9.1, 3.9.2 or 3.9.3, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with the City.

3.10 The Consultant shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the City; and any such assignment or other transfer without such consent shall be void.

3.11 Except as the City may specify in writing, the Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. This Agreement does not grant to the Consultant any authority, express or implied, to bind the City to any obligation whatsoever.

3.12 In the event any action is commenced by one Party to this Agreement against the other to enforce any of the rights or obligations arising from this Agreement, the prevailing Party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, together with reasonable attorney's fees.

SECTION FOUR: MISCELLANEOUS

4.1 Notices: All notices, invoices or other instruments required or permitted to be given under this Agreement shall be served by personal delivery or deposited in a United States mail depository, postage prepaid, and addressed as follows:

If to the City: CITY OF LA PALMA
7822 Walker Street
La Palma, California 90623
Attn: [DEPT HEAD TITLE]

If to the Consultant: [NAME OF COMPANY]
[ADDRESS OF COMPANY]

or such other address or person as either Party may indicate to the other in writing. Service of any instrument by mail shall be deemed effective forty-eight (48) hours after deposit in a United States mail depository, postage prepaid, and addressed as set forth above.

4.2 Integration: This Agreement represents the entire understanding of the City and the Consultant as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement may not be modified, altered, or amended except in writing signed by both the City and the Consultant.

4.3 Construction: This Agreement shall be construed in accordance with the laws of the State of California and as if drafted by both parties hereto.

4.4 Successors and Assigns: Subject to the provisions of Paragraphs 1.4 and 3.10 hereinabove, this Agreement, and all of the covenants, terms, and conditions hereof, shall be binding upon, and inure to the benefit of, the City, the Consultant, and their respective successors and assigns.

4.5 Authority of Signatories: The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

CITY OF LA PALMA

By _____
[Mayor or City Manager]

ATTEST:

City Clerk

[NAME OF COMPANY]

By _____

[Title]

By _____

[Title]

APPROVED AS TO FORM:

RUTAN & TUCKER

By _____
City Attorney, City of La Palma

Exhibit A

Scope of Work

Exhibit B
Budget and Fee Schedule

APPENDIX 2

CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR CONSULTANT SERVICES

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in Section 5. Insurance Requirements of the sample Agreement for Professional Services (Appendix 5) and accepts all conditions and requirements as contained therein.

Consultant: _____
Name (Please Print or Type)

By: _____
Consultant's Signature & Title

Date: _____

APPENDIX 3

CERTIFICATION OF PROPOSAL TO THE CITY OF LA PALMA

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request For Proposal (RFP) No. CD 18-001. By signing the Certification of Proposal (Appendix 3) and submitting a proposal to the City in response to this Request For Proposals, the Proposer hereby represents and certifies that:

- 1) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
- 2) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- 3) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- 4) The proposal response includes all of the proposal response requirements listed in the Request For Proposal, dated October 4, 2018.
- 5) The proposal shall be valid for 120 days from October 25, 2018.

Name of Proposer: _____

By: _____
Authorized Signature

Type Name: _____

Title: _____

Date: _____