



# CITY OF ARVIN

## REQUEST FOR PROPOSAL

# ENGINEERING, ENVIRONMENTAL REVIEW AND PLANNING SERVICES

## SB2 and LEAP Implementation

**DUE DATE: March 17, 2022, 5:00 PM PDT**

City of Arvin  
200 Campus Drive  
Arvin, CA 93203  
(661) 854-3134  
[cvela@arvin.org](mailto:cvela@arvin.org)  
Contact: City Clerk  
(February 11, 2022)

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# REQUEST FOR PROPOSAL PLANNING, ENGINEERING, AND ENVIRONMENTAL REVIEW SERVICES

## Professional Services for LEAP and SB2 Implementation

### I. INTRODUCTION

#### A. PURPOSE OF REQUEST FOR PROPOSAL

The City of Arvin, California (the City) requests sealed proposal for services associated with implementation of the California Housing and Community Development department's priorities to streamline and accelerate housing production in the state to include projects regarding, but not limited to, accessory dwelling units, updating zoning standards, and environmental analyses and studies for possible high density residential sites.

The scope of this proposal will be to assist the City of Arvin in all, aspects of these projects, including but not limited to the development of an ADU Ordinance and City ADU Program to include a processing guide, internal policy and procedure, and pre-approved design plans; Updating and Amending the City's Title 17 Zoning Code to include but not limited to, illustrative drawings and procedural services; and environmental analyses for up to three potential high density residential project sites. **See Attachment A and Attachment B** for more information on project details.

Any firm selected must demonstrate experience in providing professional services and must be exceptionally capable of producing the desired services in a highly professional and cost-conscious manner.

#### B. THE CITY OF ARVIN — BACKGROUND

The City of Arvin was incorporated in 1960 and is a residential community with a population of more than 21,000 as of June 2017. Arvin is a General Law City with one Mayor and four City Council members elected at large operating under a council-manager form of government.

Arvin encompasses approximately 5.0 square miles and is approximately 15 miles southeast of Bakersfield. Services provided by the City include administration, police, planning and building inspection, transit, recreation services, street maintenance and contract wastewater management. Fire protection is provided by the Kern County Fire. Water service is provided by the Arvin Community Services District. **The City has approximately 60 employees. The FY 2021-2022 General Fund budget for the City of Arvin is more than \$5.5 million.**

#### C. CONTRACT PERIOD

The contract term is anticipated to be a 1-year period beginning **April 12, 2022 and concluding April 12, 2023**, with the option to renew up to one (1) additional one-year period; the total term of the contract shall not exceed two (2) years. The priority of the City is to complete SB2-related activities by January 1, 2023.

**D. TENTATIVE TIMELINE AND SCHEDULE OF EVENTS**

Release of RFP . . . . .	February 11, 2022
Proposal Submission Deadline . . . . .	March 17, 2022
Review of Proposals . . . . .	March 18-22, 2022
Interviews with finalist firms (tentative) . . . . .	March 23, 2022
Recommended firm presented to City Council for approval . . . . .	April 12, 2022

The City reserves the right to modify this timeline at any time.

**E. QUESTIONS ON REQUEST FOR PROPOSAL**

Any questions or requests for clarification about this RFP must be submitted in writing to the City Clerk via fax at (661) 854-0817 or via email to [cvela@arvin.org](mailto:cvela@arvin.org).

For the benefit of all proposers, no questions can be accepted after 5:00 p.m. on **March 9, 2022**. A summary of any questions received and their responses will be sent to all agencies who have requested an RFP and will also be posted on the City of Arvin’s website at [www.arvin.org](http://www.arvin.org).

**II. PROPOSAL FORMAT AND SCOPE OF SERVICES**

**A. PROPOSAL SUBMISSION REQUIREMENTS**

**1. Proposal Cover Sheet**

Complete **Attachment A**. Identify the contact person for the proposal, and their address, telephone, fax, and e-mail information.

**2. Proposal Narrative**

The Proposal Narrative, excluding attachments, should not exceed 15 typewritten pages. All portions of the Proposal Narrative must be double-spaced, with a font size of 12 points or larger.

The Narrative shall include:

1. List of at least 3 cities or counties the firm has contracted with on similar projects.
2. Indicate the experience of the firm’s staff members who will be assigned to this project in the areas of:
  - a. State Planning Grants such as LEAP and SB2,
  - b. Environmental site analyses for high density residential development,
  - c. Zoning and development law, standards, and updates,
  - d. Municipal ADU Programs to include pre-approved designs
3. One (1) copy of the Firm’s license, affiliations and associations or number.
4. A statement regarding the status of any disciplinary actions against the firm.
5. Background of your firm.
6. A brief overview of the project approach including how your team will coordinate with City staff and who will perform the various tasks described in Exhibit A

7. Scope of Work consistent with Exhibit A, included below.
8. Listing of proposed team members and contact information.
9. A statement of being properly insured against fraud, errors and omissions.
10. List of up to 3 similar projects completed in reverse chronological order for the last four years for which your firm provided professional services. Indicate for each of these projects:
  - (a) Name of project
  - (b) Project location
  - (c) Brief description (type of plan)
  - (d) Description of project
  - (f) Contact person and telephone number
  - (g) Your firm's specific involvement (i.e., prime, subconsultant, etc.)
  - (h) The proposal cost vs. cost estimate
  - (i) Status of completion
11. Additional comments regarding the firm's qualifications.
12. A project budget that clearly shows rates for each staff person working on project, hours allocated for each task in scope of work, total task hours and fee for each staff person, total fee for each task, and costs for direct expenses (travel, printing, supplies, etc.).

**3. Conflict of Interest:** Include a statement describing any potential or known conflict of interest regarding this RFP and/or the City of Arvin or affirm that you do not have a conflict of interest. The selected proposer may not accept or perform engineering, survey or development work within the City's boundaries from individuals or organizations not directly and organizationally related to the City of Arvin during the life of the contract.

**4. Please provide a W-9 with your proposal.**

**5. Non-Collusion Certificate:** Execute the Non-Collusion certificate attached to this RFP. (Attachment C.)

## **B. SUBMISSION INSTRUCTIONS**

1. Final Proposals can be mailed, or hand-delivered but regardless of the postmark date, must be received by the City by **5 PM PST , March 17, 2022**. Electronic transmission either by fax or email will NOT be accepted.
2. Mail or hand-deliver one (1) original and one electronic copy in PDF format to:  
SB2 and LEAP Implementation RFP  
City of Arvin  
Attn: City Clerk  
200 Campus Drive  
Arvin, CA 93203  
(661) 854-3134

### III. PROPOSAL EVALUATION CRITERIA AND PROCESS

The City will evaluate the submissions received based on criteria including the following:

1. Staff Skills and Qualifications	20 points
2. Understanding of the Project	20 points
3. Clearly Defined Approach to Work Scope	20 points
4. Relevant Experience	20 points
5. Capacity to Work Collaboratively	15 points
6. Disadvantaged Business Enterprise (DBE)	5 points

### V. CONFIDENTIALITY OF RESPONSES

While the City cannot guarantee the confidentiality of information submitted by the Proposer, it will make reasonable efforts to protect the information to the extent possible, as permitted by law. If sensitive information, such as personal financial statements, is necessary for support of capacity of Proposer, contact the City for further direction.

### VI. MISCELLANEOUS INFORMATION

**A.** Issuance of this RFP does not constitute a commitment by the City to award a contract. The City reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so.

**B.** The City anticipates selecting only one professional firm to carry out the work described in this RFP. However, if the City believes its goals can be best met by contracting with more than one proposer to this RFP, it may elect to contract with multiple proposers.

**C.** The firm submitting a proposal agrees that by submitting a proposal it authorizes the City to verify any or all information and/or references given in the proposal.

**D.** The City reserves the right to approve all subcontractors proposed by the primary proposer.

**E.** The proposer to whom award is made shall be required to enter into a written contract in a form substantially similar to the Professional Contract, included herein as a sample as Attachment D. A contract is not effective until approved by the appropriate City official(s). Any work performed prior to the receipt of a fully executed contract shall be at the proposer's own risk. The City reserves the right, after contract award, to amend the resulting contract as needed throughout the term of the contract to best meet the needs of all parties.

**F.** No appeals will be heard for late proposals, proposals that do not pass the initial review or to contest a proposal score.

**G.** Proposers will be required to provide proof of professional liability insurance and an errors and omissions policy to meet City requirements.

**H.** All information, materials, and documents discovered or developed/produced for this project by proposer will become the property of the City of Arvin.

**I.** Proposer must not be listed on Federal debarment lists.

**J.** Proposers will be responsible for adherence to the City's Economic Opportunities Plan and Davis Bacon Act wage rates if applicable.

**K.** The City is dedicated to the principles of equal employment opportunity in any term, condition or privilege of employment or contracting. We do not discriminate on the basis of age, race, sex, color, religion, national origin, disability, veteran status, sexual orientation, gender identity, or any other status protected by state or local law. This policy applies to all employees and non-employees such as customers, clients, vendors, contractors, subcontractors and consultants.

**L.** The City accepts no responsibility for any expense incurred by the proposer in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the proposer.

**City of Arvin Contact Information:**

City Clerk  
200 Campus Drive  
Arvin, CA 93203  
(661) 854 - 3134  
[cvela@arvin.org](mailto:cvela@arvin.org)

**Attachment A**

**COVER PAGE**

Legal Name of Firm (including entity type, e.g. "a California corporation"): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone no. ( ) \_\_\_\_\_ Toll Free Telephone no. ( ) \_\_\_\_\_

Primary representative/manager/partner-in-charge

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone no. ( ) \_\_\_\_\_

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

Primary Contact for this RFP if different from above

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone no. ( ) \_\_\_\_\_

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

The representations made herein are made under penalty of perjury.

ATTESTED ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018

\_\_\_\_\_  
Signature of Authorized Proposer

\_\_\_\_\_  
Title of Proposer



**Attachment B**

**Sample Cost Proposal**

	Staff name	Staff name	Staff name	Staff name		
	Title	Title	Title	Title		
Task	Hourly rate	Hourly rate	Hourly rate	Hourly rate	Task hours	Total Task fee
Staff hours						
Direct expenses						
Project total						

**Attachment C**

**NON-COLLUSION AFFIDAVIT**

**COUNTY OF** \_\_\_\_\_

I am the \_\_\_\_\_ of \_\_\_\_\_, the party  
(Title) (Proposer Name)

submitting the foregoing RFP Proposal (“the PROPOSER”). In connection with the foregoing RFP Proposal, the undersigned declares, states and certifies that:

1. The RFP Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The RFP Proposal is genuine and not collusive or sham.
3. The PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to put in a false or sham RFP Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other PROPOSER or anyone else to put in sham RFP Proposal, or to refrain from submitting this RFP Proposal.
4. The PROPOSER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the RFP price, or that of any other PROPOSER, or to fix any overhead, profit or cost element of the RFP price or that of any other PROPOSER, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the RFP Proposal and related documents are true.
6. The PROPOSER has not, directly or indirectly, submitted the RFP price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham RFP.

Any person executing this declaration on behalf of a PROPOSER that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.  
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

## Attachment D (Professional Contract)

### CITY OF ARVIN

### CONTRACT SERVICES AGREEMENT FOR

### SB 2 and LEAP PLANNING SERVICES

This Contract Services Agreement (“Agreement”) is made and entered into this day of April 1, 2022 between the City of Arvin, a municipal corporation (“City”), and XXXXX (“Consultant”). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

#### 1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the “Scope of Services” attached hereto as *Exhibit “A”* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant’s Proposal. The Scope of Services shall include the Consultant’s proposal or bid which shall be 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 work and 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.

1.4 Licenses, Permits, Fees and Assessments. Consultant 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. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 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 Consultant,

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 Consultant. Any increase in compensation of up to 2% of the Contract Sum or \$ 5,000, whichever is less, 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 Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant 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 Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 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.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

## 2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant 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 \$XXXX (“Contract Sum”), except as provided in Section 1.6. 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 Consultant’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 approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a 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 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. Notwithstanding, if the work is being funded by grant or other funding administered by a third party outside the control of the City, such as

the County of Kern, Consultant acknowledges and agrees this may increase processing time for payment, and no payment of interest shall accrue if the City has used reasonable efforts to cause the Contractor to be paid within forty-five (45) days.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

### **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. Consultant 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. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

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 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 Consultant 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 Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than **XXXXXX**.

### **4.0 COORDINATION OF WORK**

4.1 Representative of Consultant. **XXXXX**, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of

Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer. The City's City Manager, or designee in writing, is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant 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 or assigned 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 Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant 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 or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant 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 Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

## **5.0 INSURANCE AND INDEMNIFICATION**

5.1 Insurance. Consultant 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) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance in an amount not less than \$2,000,000.00 per claim and \$4,000,000.00 annual aggregate with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents (“City Parties”) as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City’s Parties and their respective insurers. Moreover, where the primary insured does not satisfy the self-insured retention, the insurance policy must specify that any additional insured may satisfy the self-insured retention. All of said policies of insurance shall also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

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

The insurance 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 or The Key Rating Guide, 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 that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

## 5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and the City’s Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys’ fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

## **6.0 RECORDS AND REPORTS**

6.1 Reports. Consultant 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.

6.2 Records. Consultant 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. Additionally, Consultant shall provide one (1) hard copy and one (1) electronic copy of all records for each project at no cost to the City within forty-five (45) days of the recording of the Notice of Completion or project close-out.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, 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 Consultant 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 such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

## **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 Kern, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.



7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (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 Consultant's acts or omissions in performing or failing to perform Consultant'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 Consultant, 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 Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.3 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.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced 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 and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant 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 Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 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, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

## **8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, 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 Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflicts of Interest; Consultant. Consultant agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. During the term of this Agreement, Consultant shall not hire personnel currently employed by City to perform any work under this Agreement. Consultant shall promptly inform City of any contract, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that might appear to conflict with City's interests. This includes contracts and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the work performed under this Agreement. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual conflicts of interest. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict.

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its 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. Consultant 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. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Arvin, 200 Campus Drive, Arvin, California 93203, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in 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, 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 an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties 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.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

**CITY:**  
CITY OF ARVIN,  
a municipal corporation

**CONSULTANT:**  
XXXXXX, a [entity type]

By: \_\_\_\_\_  
Jeff Jones, Interim City Manager

\*By: \_\_\_\_\_  
Name: XXXXXX  
Title: XXXXXX

ATTEST:

Address: XXXXXX

\_\_\_\_\_  
Cecilia Vela, City Clerk

APPROVED AS TO FORM:  
Hodges Law Group

By: \_\_\_\_\_  
Nathan Hodges, City Attorney

**\*CONTRACTOR’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE EVIDENCE OF AUTHORITY TO EXECUTE DOCUMENTS FOR ANY ENTITY CONTRACTOR MUST BE PROVIDED.**





**EXHIBIT “A”**  
**SCOPE OF SERVICES**

The planning grant(s) received from HCD stipulates a set of tasks and deliverables that are included in the grant agreement with the City. The following scope of services reflects the tasks and products based on the grant application. Proposers may suggest enhancements to the scope that they feel will strengthen the project outcomes.

At a minimum, the consultant will be responsible for the following:

- Meeting(s) to discuss and schedule planned activities
- Coordinating and preparing three possible high density residential site analyses and preliminary CEQA / NEPA analyses
- Environmental review services and related work as needed to conduct site analyses for up to three possible high density residential sites
- Draft an ADU Ordinance and corresponding resources to include but not limited to, a public-facing guidance document and internal policy and procedures
- Draft designs such as floor plans (ADU templates) for pre-approved ADUs in the City for various ADU types and consider cost-effective construction materials and practices in design
- Develop ADU templates such as floor plan designs and drawings and other resources for submission, as needed, to regulatory or funding bodies for approval including, but not limited to: HCD and other corresponding California State agencies.
- Draft updates and amendments to the City’s land-use zoning ordinance and illustrative designs regarding but not limited to, high density residential development and parking standards in accordance with state law
- Propose and recommend additional services as needed, including but not limited to master plans, environmental reports, additional public-facing guidance documents, and other zoning updates
- Other services as required; **See below for project descriptions from the awarded grant applications for specific details of tasks**

**1. SB 2 (Priority 1) AWARDED APPLICATION – PROJECT DESCRIPTION:**

1.1 Zoning Updates: Ordinance, Illustrative designs, Internal policy and procedure

- A. Update and Amend Title 17 Zoning relating to high density residential development;
- B. Update and Amend Title 17 Zoning Establish Site Development Standards and Criteria for High Density Residential Development;
- C. Update and Amend Title 17 Zoning Establishing to Architectural and Site Development Criteria for High Density Residential Development - illustrative Examples;

- D. Update and Amended Title 17 Zoning - Establishing Administrative Review and Approval process and procedures at Staff level for High Density Residential Development;
- E. Amend Title 17 Zoning, Update and Amend parking standards and criteria;
- F. Amend Title 17 Create new section Environmental Justice Site Evaluation Process for site selection for High Density Residential Development;
- G. Amend Title 17 Update and Amend Accessory Dwelling Unit criteria and create illustrative concepts for development.

## 1.2 Environmental Analyses

- A. Prepare Site Analysis of up to three high density residential sites - Analysis to include utility availability, on-site and off-site improvements, and preliminary engineering estimates.
- B. Create Preliminary Site Clearance for California Environmental Quality Act (CEQA) analysis of potential project sites - complete initial Studies for up to three sites.

## **2. LEAP (Priority 2) AWARDED APPLICATION – PROJECT DESCRIPTION:**

### 2.1 ADU Program

- A. Draft ADU Ordinance in compliance with state law
  - a. Including development standards and processing procedures
  - b. Ordinance should model ordinances that score a B+ or higher on the *ADU Scorecard – Grading ADU Ordinances* by UC Berkeley Center for Innovation
- B. Supplement Ordinance with;
  - a. Internal Policy and Procedures
  - b. Processing Guide for homeowners
- C. Amend Title 17 Update and Amend Accessory Dwelling Unit criteria and create illustrative concepts for development (as seen above)
- D. Draft pre-approved designs for various ADU types
  - a. Cost-effective materials
  - b. To include but not limited to, floor plans for various ADU types such as Detached, Attached, Conversion, State Exemption and Junior ADUs
    - i. Preference to at least three (3) different ADU types for design templates or more

**EXHIBIT “B”**  
**PROJECT BUDGET AND TIMELINE**

The project budget shall not exceed \$250,000.

The proposed project timeline with key milestones is as follows:

RFP Consultant Selection .....	March 2022
Initial Meeting(s) and Review of Materials.....	March-April 2022
Environmental site analyses .....	May-November 2022
Approved ADU design templates .....	December 2022
Presentations to planning commission.....	December 2022
Submission of resources and final reviews.....	March 2023

Project activities related to SB2 will be prioritized to meet grant agreement deadlines.