



FINANCE

CITY OF LANCASTER, CA

RFP NO. 833-24

COMMUNITY PRESERVATION (CODE ENFORCEMENT)

CONSULTING & SUPPLEMENTARY SERVICES

SUBMISSION DEADLINE

July 16, 2024

BY 2:00 P.M.

(13:59:59– ACCORDING TO THE CITY’S OFFICIAL PROPOSAL CLOCK)

SUBMIT TO:

OFFICE OF THE CITY CLERK

LANCASTER CITY HALL

“RFP 833-24 COMMUNITY PRESERVATION CONSULTING & SUPPLEMENTARY SERVICES”

44933 FERN AVENUE

LANCASTER, CA 93534

For questions concerning this RFP contact by email only:

Purchasing Department

bidinquiries@cityoflanasterca.gov

REQUEST FOR PROPOSALS (RFP) FOR COMMUNITY PRESERVATION CONSULTING & SUPPLEMENTARY SERVICES

INTRODUCTION

The City of Lancaster (City) is a charter City incorporated in 1977. The City is governed by a five-member City Council whose members are elected at large and operate under a Council/City Manager form of government. The City serves as the northern boundary of Los Angeles County, with Kern County to the north. The City is the largest City in the Antelope Valley, with a population of 170,000 across 94 square miles.

The City is seeking proposals from qualified firms to provide consulting and supplementary staffing services associated with its Community Preservation (formerly known as Code Enforcement) efforts. The selected firm will provide various services, including acting as a force multiplier to aid Lancaster's efforts to preserve and enhance the quality of life by ensuring that our community's neighborhoods and commercial areas are safe, clean, and beautiful.

This RFP contains the information and documents necessary to prepare and submit a responsive proposal. Proposers are responsible for complying with all requirements identified herein. By submitting a finished proposal packet, the Proposer represents that it has thoroughly examined and become familiar with the work required within this proposal and that it is capable of supplying a product to achieve the City's objectives. Requests for modifications to the submitted proposal packet on the grounds that the Proposer was not fully informed as to any fact or condition will not be allowed. The City reserves the right to accept or reject any Proposal, or portions thereof, or to waive any informalities or irregularities within the proposals.

SCOPE OF SERVICES

The Scope of Services is outlined in Exhibit "A."

INSTRUCTIONS TO VENDORS

PROPOSAL FORMAT AND CONTENT

Proposals shall adhere to the following format for organization and content. Responses should emphasize the Vendor's demonstrated ability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content.

Proposals (an original and three copies) shall not exceed 10 double-sided pages or 20 single-sided pages (page count does not include staff resumes) and must be typed and arranged/divided in the following sequence to facilitate evaluation:

1. **Proposal Summary:** This section shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this section to a total of three (3) pages including the separate sheet.

2. **Profile on the Proposing Firm(s):** This section shall include a brief description of the Proposer's firm size as well as the proposed local organization structure. Include a discussion of the Proposer firm's financial stability, capacity, and resources. Include all other firms participating in the Proposal, including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

3. **Qualifications of the Firm:** This section shall include a brief description of the Proposer's and any sub-Proposer's qualifications and previous experience on similar or related projects.
4. **Work Plan or Proposal:** This section shall present a well-conceived service plan. Include a full description of major tasks and subtasks. This section for the proposal shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the City's schedule, outlining the approach that would be undertaken in providing the requested services.
5. **Project Staffing:** This section shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title, and specific responsibilities on the project. An organizational chart for the project and resumes for key Proposer personnel shall be included. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal.
6. **References:** Please provide a list of other California cities for which the firm has provided similar services, including a point of contact, contact information, and identification of services provided.
7. **Cost Proposal:** Provide a fee schedule/pricing information for the project as referenced in the attached Exhibit B. Proposals shall be valid for a minimum of 180 days following submission.

This section shall include all proposed costs to provide the services desired.

8. **Exceptions to Professional Services Agreement:** The Proposer shall list any exceptions to the Professional Services Agreement/insurance requirements (Exhibit C – Sample Agreement).
9. **Signature Sheet:** Complete the included Signature Sheet and include it with the Proposal submission.

EVALUATION OF PROPOSALS

A committee of at least three staff shall evaluate all Proposals.

Proposals will be evaluated and scored on the following criteria:

- Proposer qualifications and experience, including the experience of the staff to be assigned to the project, the engagements of similar scope and complexity (30 points)
- Proposed approach and methodology (20 points)
- References from cities where services of similar scope and complexity have been provided by the Proposer

(25 points)

- Cost to the City (25 points)

The evaluation committee may wish to interview Proposers with scores above a natural break during the selection process. Should an interview process take place, the interview results will carry greater weight in the selection process. However, the City reserves the right to select solely based on the proposals without further contact.

The most highly qualified Vendor shall then enter into negotiations with the City to formalize the Agreement and Compensation. If the City is unable to obtain a fair and reasonable price, or cannot reach an agreement regarding the terms and compensation, then the City will end negotiations with that Vendor.

QUESTIONS REGARDING THIS RFP

Any questions or requests for interpretation or clarification, either administrative or technical, about this RFP must be submitted via email to bidinquiries@cityoflancasterca.gov prior to **2:00 pm PST on July 10, 2024**. The subject line should be **"Questions – RFP 833-24."**

Oral statements concerning the meaning or intent of the contents of this RFP by any person is unauthorized and invalid. The City will not be responsible for any other explanation or interpretation of the RFP, or for any oral instructions. Any contact with City personnel other than identified above regarding this RFP may disqualify a Vendor.

CLARIFICATION STATEMENTS

For clarification purposes, the words "Contractor"; "Consultant"; "Vendor"; "Supplier"; "Company"; "Proposer" and "Bidder" shall be read to be one and the same. The words "Contract" and "Agreement" shall be read to be one and the same. The words "Bid"; "Quote"; and "Proposal" shall be read to be one and the same. "City of Lancaster" and "City" shall be read to be one and the same. "Request for Proposal" and "RFP" shall be read to be one and the same.

NO CONTACT POLICY

After the date and time established for receipt of proposals by the City, any contact initiated by any Vendor with any City representative, other than the representative listed herein, concerning this Request for Proposals is prohibited. Any such unauthorized contact may cause the disqualification of the Vendor from this procurement transaction.

PROPRIETARY MATERIAL

Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code §6250 et. seq.), and information's use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified as such. It may then be protected and treated with confidentiality only to the extent permitted by state law.

COMPLETION OF PROPOSAL

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's selection committee, such information was intended to mislead the City in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP, the Proposal will be rejected. Statements made by a Vendor shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it non-responsive and may cause its rejection.

The Vendor, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate.

Costs for developing Proposals are entirely the responsibility of the Vendor and shall not be chargeable to the City.

Only one Proposal is to be submitted by each Vendor. Multiple Proposals will result in rejection of all Proposals submitted by the Proposer.

ERRORS AND OMISSIONS

If, prior to the date fixed for submission of Proposals, a Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP or any of its appendices or exhibits, Vendor shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

Interested Vendors may submit requests for clarifications in email or writing. The City will compile all requests and provide responses in written format to all Vendors who have furnished or requested an RFP.

If Vendor fails to notify the City, prior to the date fixed for the submission of Proposals, of an error in the RFP known to the Vendor, or an error that reasonably should have been known to the Vendor, Vendor shall submit its Proposal at his/her own risk, and if Vendor is awarded a Contract, Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

ADDENDA TO PROPOSAL

The City may modify the RFP, any of its key actions, dates, or any of its attachments, prior to the date fixed for submission of Proposals by issuance of an Addendum to potential Vendors. Such Addendum shall also be posted on the City's website. Vendor shall acknowledge receipt of all Addenda in their Proposal. Any Addenda issued during the time for submission of proposals will be made part of the Agreement. Vendor shall be responsible for ensuring all addenda are included in its response.

EXECUTION OF PROPOSAL

The full name, business address, zip code, and business telephone number (with area code) of individual, partnership, joint venture, or corporation submitting a Proposal shall be typewritten on the Proposal. The

Vendor shall ensure that the Proposal is signed by an authorized signatory. No stamped or facsimile signatures will be accepted.

WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn after its submission by written or facsimile request signed by the Vendor or authorized representative prior to the time and date specified for Proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the Proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

PROPOSALS BECOME THE PROPERTY OF THE CITY

Proposals become the property of the City and information contained therein shall become public documents subject to disclosure laws after the contract is awarded. (Government Code Section 6250 et seq.). The City reserves the right to make use of any information or idea contained in the Proposal.

Vendors must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City will have the sole discretion to disclose or not disclose such material subject to state law.

All materials, ideas and formats submitted in response to this RFP will become the property of the City upon receipt.

REJECTION OF PROPOSALS

The City may reject any and all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Vendor from full compliance with this RFP and/or Contract documents if awarded the Contract. Proposals that include terms and conditions other than the City's terms and conditions may be rejected as non-responsive. The City may make investigations as deemed necessary to determine the ability of the Vendor to perform, and the Vendor shall furnish to the City all such information and data for that purpose as requested by the City. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Vendor fails to satisfy the City that the Vendor is properly qualified to carry out the obligations of the Agreement and to complete the work described therein.

AWARD OF CONTRACT

The City reserves the right to modify the Award of Contract or rejection date as best meets the needs of the City. The City reserves the right to reject any or all Proposals in response to this RFP in the best interest of the City. The City further reserves the right to waive any informalities or irregularities in the Proposals. The City shall not be liable for any cost incurred in connection with the preparation and submission of any Proposal.

Award, if any, will be to the Vendor whose Proposal best complies with the requirements of this RFP. The City reserves the right to award the Contract as complete, or any part thereof, including any and all schedules, locations, additive alternatives, or extra work. The City reserves the right to award the contract to multiple Proposers should it be deemed in the best interest of the City.

CONTRACT TERM

The total term of the Agreement shall be for three years. The Agreement may extend for two (2) additional 1-year terms upon mutual agreement in writing by both parties. E-mail correspondence shall be deemed sufficient to constitute mutual agreement in writing.

Pricing shall remain firm for the initial contract term. Should the option to renew for additional terms be exercised, the City and the Vendor may negotiate any and all pricing increases and term length. Any decrease in costs to Vendor shall be passed through to the City.

CONTRACT DOCUMENTS - PRECEDENCE

In submitting a Proposal, the Vendor agrees to enter into an Agreement with the City. In the event of a conflict existing between documents, the following order of precedence shall apply:

- Agreement
- City's Request for Proposals and Addenda, if any
- Vendor's Response to the Request for Proposals

EXECUTION OF AGREEMENT

After notification of intent to award Contract, the following Contract documents shall be signed within ten (10) business days from the date the City mails, or by other means, delivers said documents to the Vendor.

- A. The Agreement in the form agreeable to both parties, properly executed by the Vendor.
- B. Properly executed policies or Certificates of Insurance, including an Additional Insured Endorsement for each policy in accordance with the Insurance Requirements, Exhibit D.

No Agreement shall be binding upon the City until all documents are fully executed by the Vendor and the City.

FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement and furnish the required insurance, within the required time period shall be just cause for the recession of the award. If the successful Vendor refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Vendor.

CANCELLATION

The City reserves the right to cancel this RFP at any time should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any Proposal.

ADMINISTRATIVE CONTACTS

Any questions regarding contractual terms and conditions, proposal format, Exhibit A - Scope of Services, Exhibit B- Cost Proposal, or Exhibit C- Sample Agreement shall be directed to: bidinquiries@cityoflancafterca.gov

DUE DATES

All Proposals (an original and three copies) are due by 2:00 (13:59:59) P.M. PST on July 16, 2024. Any Proposal or samples received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. **Proposals and packages containing product samples must be clearly marked on the outside with the name of the Vendor and RFP title.** It is the responsibility of the Proposer to ensure that the Proposal is delivered to the place and by the time specified in this RFP. **Email and facsimile responses will not be considered.** Any late Proposals shall be returned unopened, to the Vendor.

SCHEDULE OF EVENTS

The City reserves the right to modify the content or schedule of these events at any time, for any reason.

Event	Date
RFP Distribution	June 27, 2024
Last Day to Submit Questions	2:00 P.M., July 10, 2024
Addendum (Responses to Questions) Issued	July 11, 2024
Proposal Due Date	2:00 P.M., July 16, 2024
Proposal Evaluation by Committee	July 17 – 26, 2024
Tentative Selection	Tentatively July 29, 2024
Expected Contract Awarded by City Council	Tentatively August 13, 2024

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in RFP No. 833-24.

My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Lancaster, pertaining to any and all work or services to be performed as a result of this request and any resulting Contract with the City.

The Vendor hereby certifies that it has:

- Read each and every clause of this RFP and addenda, including Addendum # _____.
- Included all costs necessary to complete the specified work in its proposed prices.
- Agreed that if it is awarded the Contract, it will make no claim against the City based upon misunderstanding of any provision of the Agreement. Should conditions turn out otherwise than anticipated by it, the Vendor agrees to assume all risks incident thereto.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Name of Firm: _____

Address: _____

Fed ID No: _____ DIR # (if applicable): _____

Name (print): _____

Name (sign): _____

Title: _____

Telephone: _____ Fax: _____

Email: _____ Date: _____

To receive consideration for award, this signature sheet must be returned with the Proposal.

EXHIBIT "A"

SCOPE OF SERVICES

- A. Community Preservation Support Services
 - 1. Provide qualified personnel to act as an extension of existing municipal Community Preservation Specialists, previously known as Code Enforcement Officers
 - i. Vehicles for Community Preservation Specialists to be provided by the Vendor
 - 2. Handle overflow cases to reduce backlog and manage high caseload
 - 3. Conduct inspections, investigations, and follow-up activities
 - 4. Prepare and issue notices of violation, administrative citations, and other enforcement documents
 - 5. Maintain accurate case records and documentation
 - 6. Attend hearings and provide testimony as needed
 - 7. Work seamlessly with in-house Community Preservation staff to address urgent cases
 - 8. Provide weekly reporting regarding case progress
 - 9. Coordinate with other city departments and agencies as needed
- B. Community Preservation 101 Training
 - 1. Develop and deliver a half-day training program for personnel who are new to Community Preservation
 - 2. Cover fundamental topics including:
 - i. Legal basis for community preservation
 - ii. Common community preservation violations
 - iii. Investigation techniques
 - iv. Communication skills and conflict resolution
 - v. Documentation
 - vi. Safety protocols
 - 3. Provide training materials and resources for future reference
- C. Caseload Analysis and Staffing Recommendations
 - 1. Review current community preservation caseload, including:
 - i. Number and types of cases
 - ii. Case complexity and time requirements
 - iii. Geographic distribution of cases
 - iv. Seasonal fluctuations in workload
 - 2. Analyze staff productivity and efficiency metrics
 - 3. Benchmark against comparable municipalities
 - 4. Provide recommendations for appropriate staffing levels, including:
 - i. Number of full-time equivalent positions required
 - ii. Optimal mix of staff levels (e.g., officers, supervisors, administrative support)
 - iii. Strategies for managing workload fluctuations
- D. Policies & Procedures
 - 1. Prepare updated policies & procedures in accordance with current best practices

EXHIBIT "B"

Cost Proposal

Please provide a comprehensive cost proposal for those services outlined in Exhibit A. Costs should be broken down as follows:

- A. Community Preservation Support Services**
 - a. Hourly rate for Community Preservation Specialists, to include a vehicle**

- B. Community Preservation 101 Training**

- C. Caseload Analysis and Staffing Recommendations**

- D. Policies & Procedures**

EXHIBIT "C"
SAMPLE AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "AGREEMENT") is made and entered into this day of _____, 20____, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the "OWNER"), and _____ (the "VENDOR").

RECITALS

WHEREAS, OWNER desires to engage VENDOR to perform certain services, as provided herein, identified as:

RFP 833-24 COMMUNITY PRESERVATION CONSULTING & SUPPLEMENTARY SERVICES

NOW, THEREFORE, the parties agree as follows:

1. **Parties.**

The parties to this AGREEMENT are:

- A. OWNER: City of Lancaster.
- B. VENDOR: (company name)

2. **Notices.** All written notices required by or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; parties to this AGREEMENT shall promptly inform the other party of any changes of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein.

OWNER City of Lancaster
 Attn: Community Development – Community Preservation
 44933 North Fern Avenue
 Lancaster, California 93534

VENDOR (Name, Title)
 (Company name)
 (address)
 (city, state zip)

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Incorporation by Reference.** The VENDOR'S Proposal is hereby incorporated in and made a part of this AGREEMENT. VENDOR agrees to comply with all of the requirements set forth therein.

5. **Precedence of AGREEMENT Documents.** If there is a conflict between AGREEMENT documents, the document highest in precedence shall control. The precedence shall be:

- First: This AGREEMENT
- Second: The RFP
- Third: The VENDOR'S Proposal

6. **Description of Work.** OWNER hereby engages VENDOR, and VENDOR accepts such engagement, to perform the technical and professional services set forth in the "Scope of Services" attached hereto as Exhibit "A". VENDOR shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in Scope of Services. The Department Director or his or her designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Department Director, or his or her designee.

7. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to VENDOR for all work and services described in Scope of Services is not to exceed \$_____. VENDOR'S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof.

B. No payment made hereunder by OWNER to VENDOR, other than the final payment, shall be construed as an acceptance by OWNER of any work or materials, nor as evidence of satisfactory performance by VENDOR of its obligations under this AGREEMENT.

8. **Obligations of the VENDOR.**

A. VENDOR shall perform as required by this AGREEMENT. VENDOR also warrants on behalf of itself and all Subcontractors engaged for the performance of this AGREEMENT.

B. VENDOR shall be responsible for payment of all employees' and Subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

9. **Audit.** OWNER shall have the option of inspecting and/or auditing all records and other written materials used by VENDOR in preparing its statements to OWNER as a condition precedent to any payment to VENDOR.

10. **Hold Harmless and Indemnification.** VENDOR agrees to indemnify and hold harmless the OWNER, its elected officials, officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorney's fees, incurred in or in any manner arising out of or related to VENDOR'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. VENDOR agrees to defend OWNER, its elected officials, officers, employees, and volunteers, from and against

any and all claims arising from any alleged negligent or wrongful acts, errors or omissions on the part of VENDOR or on the part of its employees.

11. **Amendments**. Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the Department Director and VENDOR.

12. **Non-Discrimination and Equal Employment Opportunity**.

A. In the performance of this AGREEMENT, VENDOR shall not discriminate against any employee, Subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. VENDOR will take affirmative action to ensure that Subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of VENDOR for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of VENDOR and its Subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

13. **Term; Effective Date**. This AGREEMENT shall become effective and shall be in full force and effect upon the execution of the AGREEMENT by the CITY and the BROKER/FIRM. This AGREEMENT shall continue in full force and effect from _____ to _____ (a period of _____ months), unless the AGREEMENT is sooner terminated in accordance with the Termination clause in this AGREEMENT; and may be extended if the CITY and the BROKER/FIRM mutually agree in writing to extend the Term of this AGREEMENT.

14. **Termination for Convenience**. The OWNER may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to VENDOR of such termination and specifying the effective date thereof. OWNER shall pay any undisputed outstanding invoices within fifteen (15) days of termination.

15. **Independent Vendor**. VENDOR is an independent Vendor and shall have no power or authority to incur any debt, obligation or liability on behalf of the OWNER. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; VENDOR is an independent Vendor.

16. **Insurance**.

A. The Consultant, at its expense, shall maintain in effect at all times during the term of this Agreement the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide:

Commercial General Liability

Each Occurrence

\$1,000,000

Per Project General Aggregate \$2,000,000

Including Products/Completed Operations; Contractual Liability/Independent Vendors; Property Damage

(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)

Commercial Automobile Liability

Combined Single Limit per Accident for

Bodily Injury and Property Damage \$1,000,000

(Coverage shall be at least as broad as ISO form CA00 01)

Workers Compensation

As Required by the State of California Statutory Limits

Employers' Liability

Each Accident \$1,000,000

Bodily Injury by Disease \$1,000,000

Each Employee \$1,000,000

(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers' Liability policies)

Professional Liability

Each Occurrence \$1,000,000

General Aggregate \$1,000,000

B. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

C. Professional liability and/or cyber insurance written on a "claims made" basis must be renewed for a period of three (3) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Consultant for all claims made by the City insured entities arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.

D. Any deductibles or self-insurance retentions must be declared and approved by the City. At the City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. All insurance shall be primary and noncontributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Consultant's insurance and shall not contribute with it.

F. Consultant shall furnish the City with Certificates of Insurance and with original endorsements affecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the City of Lancaster.

(2) List in the "Descriptions of Operations/Locations/Vehicles" section:

"RFP 833-24 COMMUNITY PRESERVATION CONSULTING & SUPPLEMENTARY SERVICES"

The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned."

(3) List in the "Certificate Holder" section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

17. **Commencement and Completion of Work.** The execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of VENDOR shall commence when the OWNER, acting by and through its Department Director or his or her designee, has issued the Work Order.

VENDOR shall have no claim for compensation for any services or work which has not been authorized by the OWNER's Work Order.

18. **Extension of Time for Completion of Work.**

A. If, at any time, the work is delayed due to suspension order by OWNER, or due to any other cause which, in the reasonable opinion of the OWNER, is unforeseeable and beyond the control and not attributable to the fault or negligence of VENDOR, then VENDOR shall be entitled to an extension of time equal to said delay, subject to the OWNER's right to terminate this AGREEMENT pursuant to Section 13.

B. No extension of time requested or granted hereunder shall entitle VENDOR to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event,

19. **Data Provided to VENDOR.** OWNER shall provide to VENDOR, without charge, all data, including reports, records, maps and other information, now in the OWNER's possession which may facilitate the timely performance of the work described in Scope of Services.

20. **VENDOR's Warranties and Representations.**

VENDOR warrants and represents to OWNER as follows:

A. VENDOR has not employed or retained any person or entity, other than a bona fide employee working exclusively for VENDOR, to solicit or obtain this AGREEMENT.

B. VENDOR has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for VENDOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this AGREEMENT. Upon any breach or violation of this warranty, OWNER shall have the right, in its sole discretion, to terminate this AGREEMENT without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. VENDOR has no knowledge that any officer or employee of the OWNER has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of the VENDOR, and that if any such interest comes to the knowledge of VENDOR at any time, a complete written disclosure of such interest will be made to OWNER, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this AGREEMENT, VENDOR has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

21. **Resolution of Disputes.**

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties, be resolved by binding arbitration.

C. If any action at law or in equity is brought to enforce or interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

22. **Exhibits.**

The following exhibits to which reference is made in this AGREEMENT are deemed incorporated herein in their entirety:

Exhibit "A" Scope of Services

Exhibit "B" Payment Clause

23. **Governing Law.**

This AGREEMENT shall be governed by the laws of the State of California.

24. **Effective Date.**

This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether OWNER or VENDOR, executes this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: _____
Jason Caudle, City Manager

Dated: _____

Company Name

By: _____
(Name, Title)

Dated: _____

ATTEST:

Andrea Alexander, City Clerk

APPROVED AS TO FORM:

Allison Burns, City Attorney