



GARDEN GROVE

REQUEST FOR PROPOSALS
2021 – 2029 HOUSING ELEMENT UPDATE

Request for Proposal released on: Friday, March 6, 2020

Proposals due by: Friday, April 3, 2020 @ 5pm

Contact:

Nate Robbins, Sr. Program Specialist
Office of Economic Development
E-mail: nater@ggcity.org

CITY OF GARDEN GROVE
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
11222 Acacia Pkwy, Garden Grove, CA 92840
(714) 741-5200 | www.ggcity.org

TABLE OF CONTENTS

I. INTRODUCTION	3
II. BACKGROUND INFORMATION.....	3
III. CITY PROFILE	3
IV. PROJECT OBJECTIVES	4
V. SCOPE OF WORK	4
VI. REQUIRED TASKS	5
1. Project Administration.....	5
2. Housing Element Update	6
3. Optional Task	
VII. SCHEDULE	10
VIII. PROPOSAL REQUIREMENTS	10
IX. SELECTION PROCESS	12
X. PROPOSAL SUBMITTAL	12
XI. GENERAL TERMS AND CONDITIONS	13
1. Rejection of Proposals/City’s Rights.....	13
2. Pre-contractual Costs	14
3. City Assistance and Documentation	14
4. Late Proposals	14
5. Withdrawal of Proposals.....	14
6. Examination of RFP Documents	14
7. Public Records Act.....	14
8. Online References	15
Exhibit 1 (Sample Consultant Agreement)	16

I. INTRODUCTION

The City of Garden Grove (City) is seeking proposals from qualified consultants to provide consulting services to prepare the City's General Plan 2021-2029 Housing Element Update (HEU) for certification by the California Department of Housing and Community Development (HCD) by the deadline of October 15, 2021. The City further wishes to receive optional proposals to review its existing General Plan Land Use Element and Zoning Code for any inconsistencies that may be created by the HEU, and to process amendments to the Land Use Element and Zoning Code amendments concurrently with the HEU.

II. BACKGROUND INFORMATION

The consultant shall be responsible for undertaking all necessary steps for completing the preparation of the HEU and processing the HEU in accordance with HCD guidelines and requirements. The consultant shall submit the HEU to HCD for review and complete all necessary changes and required revisions in accordance with HCD's findings and recommendations. Final documents must be complete, accurate, defensible, and compliant with state laws.

City staff from the Community and Economic Development Department will be available to assist in data collection, completing the review of government constraints to housing, coordinating public outreach efforts, and other tasks as needed.

The City's current General Plan was adopted on August 26, 2008 by the City Council. The current Housing Element was adopted on May 28, 2013 by the City Council, and certified by HCD on June 14, 2013. The General Plan document can be found on the City's website (<https://ggcity.org/planning/general-plan>), and may be used as a foundation for understanding the City's unique vision and needs.

III. CITY PROFILE

The City of Garden Grove is located in north central Orange County approximately 25 miles southeast of Los Angeles and encompasses approximately 18 square miles. It is a general law city, incorporated on June 18, 1956, which features a council/manager form of government. Garden Grove is a "full-service" city with contract Fire services through Orange County Fire Authority (OCFA) and over 500 full-time employees.

Garden Grove has a population of 174,226, based on the 2019 Census data and is the fifth most populous city in Orange County. It has a cultural diverse resident population with 36.9% Hispanics, 37.5% Asians, 22.6% Whites, and 3% other. Rich in cultural diversity, the City incorporates areas of the Little Saigon district and has a significant number of persons of Vietnamese descent. The City is also home to Orange County's original Koreatown and is home to the largest Islamic mosque in Orange County.

Garden Grove has an estimated total of 48,000 housing units. The predominant land use of Garden Grove is residential, which makes up more than 54 percent of the city's acreage. The residential breakdown consists of approximately 65% single family, approximately 31% multiple family, and approximately 4% mobile homes.

Once known primarily as a bedroom community, Garden Grove has experienced a significant increase in its employment base, in part, due to its location within one of the strongest economies in the nation. Garden Grove has an estimated 58,162 jobs.

The City has an ideal geographical location within one of the nation's strongest and most desirable commercial and housing markets. Adjoining cities include Cypress, Stanton and Anaheim to the north, Los Alamitos to the north and west, Seal Beach to the west, Orange to the east, Santa Ana to the east and south, Fountain Valley to the south, Westminster to the south and west. Major accesses to Garden Grove include the Santa Ana Freeway (Interstate 5), San Diego Freeway (Interstate 405), Garden Grove Freeway (State Highway 22), and Beach Boulevard (State Highway 39).

Garden Grove is facing challenges similar to other communities primarily developed in the post-World War II era that many residential and commercial uses are completing their natural cycle and are now facing issues regarding the replacement, recycling, or rehabilitation of properties. As the demand for housing continues to increase, the City faces the challenge of finding innovative ways to address these issues with a limited supply of vacant land and few opportunities for in-fill development.

IV. PROJECT OBJECTIVES

The HEU project shall be guided by the following objectives:

- Comply with all requirements of California Government Code, Title 7, Division 1, Chapter 3, Article 10.6 (Housing Element Law), including, but not limited to, AB72, AB1397, AB1486, AB1730, and SB166.
- Produce a comprehensive document that addresses current and project housing conditions and needs in the City along with timely submission of the Housing Element to HCD, and certification by HCD.
- Achieve consistency with the City's General Plan's Land Use Element.
- Ensure residents and community stakeholders are engaged and participate in the process.
- Achieve milestones with sufficient time for City and State oversight and review.
- Effectively coordinate with other consultants and City staff

V. SCOPE OF WORK

The City of Garden Grove is seeking a highly-qualified consultant that would work collaboratively with staff and community stakeholders to prepare an HEU that

proactively engages the community, complies with all applicable laws and regulations and achieves a State certified Housing Element that addresses the housing needs of the City of Garden Grove that is consistent with California Government Code Sections 65580 to 65589.11.

It is expected that consultant is familiar with the State requirements and HCD guidance regarding the Housing Element which summarize and reference HCD's Building Blocks for Effective Housing Elements.

VI. REQUIRED TASKS

1. Project Administration

a. *Project Kick-Off Meeting*

Consultant will schedule a kick-off meeting with City staff to discuss project expectations regarding coordination, reporting, deliverables and all relevant project information. Consultant will prepare a meeting summary with project goals, objectives and action items.

Deliverable(s): Meeting Summary

b. *Project Schedule Development*

Consultant will work with City staff to finalize a project schedule within ten (10) working days after the kick-off meeting that includes tasks and milestones for certification of the Housing Element by State HCD no later than October 15, 2021. The schedule shall:

- Identify project milestones (tasks) with time for staff review of work products throughout the project;
- Include public outreach timeline with public meetings and anticipated commission and council hearings;
- include outreach in compliance with SB 18 and AB 52 regulations,
- include anticipated environmental review timeline; and,
- Include timelines for response to State HCD review and State HCD certification of the HEU and City staff review times.

The project schedule will be confirmed and/or modified by the consultant and submitted to the City Project Manager on or before the 30th day of each month during the course of the project. In the event project schedule delays are anticipated, consultant shall advise City's Project Manager on strategies to correct and mitigate.

Deliverable(s): Initial Project Schedule, Monthly Updated Schedules

c. Project Coordination

Consultant's Project Manager will meet with City staff for a minimum of twelve (12) progress meetings over the course of the project to review status to ensure objectives and milestones are being achieved. At the City's discretion, these meetings may be conducted as a conference call or Consultant will prepare a meeting summary, including action items, for each meeting. Consultant will coordinate with staff to create and make presentations to City and/or stakeholders as necessary.

Deliverable(s): Meeting Summaries

2. Housing Element Update

a. Public Participation and Engagement

The consultant shall identify and execute an appropriate public participation plan that will include outreach to all segments of the community, in compliance with State Housing Element Law. The proposal should discuss and outline the different outreach approaches and what is recommended for this effort to best engage community stakeholders in the process. The Public Participation Plan shall include, but not limited to:

- i. An outline of public outreach efforts, which could include public workshops, community meetings, and press releases via multiple communication channels including social media and city website.
- ii. Conduct with regular update meetings with City staff with monthly updates, prepare public notices for required meetings, assist in preparation of staff report agenda items, and assist in facilitating:
 - A minimum of three (3) public/community workshops;
 - One (1) Neighborhood Improvement and Conservation Commission meeting;
 - A minimum of one (1) Planning Commission meeting; and,
 - A minimum of two (2) City Council meetings.
 - Additional public/community workshops and Neighborhood Improvement and Conservation Commission/Planning Commission and/or City Council meetings may be necessary.

Deliverable(s): Public Participation Plan and community meeting materials

b. Review of Existing Housing Element Programs

The review should adequately plan to meet their existing and projected housing needs, including their share of the regional housing needs allocation. A complete analysis should include a quantification and a descriptive analysis of the specific needs and resources available to address these needs including;

- i. Assisted Housing Developments at Risk of Conversion;
- ii. Extremely Low-Income Housing Needs;
- iii. Housing Stock Characteristics;
- iv. Overpayment and Overcrowding;
- v. Population, Employment, and Household Characteristics; and,
- vi. Address the effectiveness and progress in implementation of the Housing Element, as well as the appropriateness of the goals, objectives, policies, and programs.

Deliverable(s): Comprehensive Analysis of Existing Housing Programs

c. Projected Housing Needs Assessment

The consultant shall utilize the most updated data to assess the nature and extent of housing needs for the City of Garden Grove, including existing and projected housing needs, and the housing needs of special groups. Demographics and housing characteristics and their influence on housing needs should be discussed. The consultant shall use current demographic data (e.g., 2010 Census, 2019 ACS).

Deliverable(s): Completed Project Housing Needs Assessment

d. Site Inventory of Land Suitable for Residential Development

Government Code Section 65583(a)(3) requires local governments to prepare an inventory of land suitable for residential development, including vacant sites and sites having the potential for redevelopment, and an analysis of the relationship of zoning and public facilities and services to these sites. The inventory of land suitable for residential development shall be used to identify sites that can be developed for housing within the planning period. The consultant shall work with staff to develop a parcel-level inventory of sites with near-term residential development potential. The inventory must be adequate to accommodate the Regional Housing Needs Assessment (RHNA) figures as provided by the Southern California Association of Governments (SCAG). The sites inventory must include vacant sites and sites having the potential for redevelopment, and an analysis of the relationship of zoning and the availability of public facilities and services to these sites.

- i. Adequate Sites Alternative
- ii. Analysis of Sites and Zoning
- iii. Inventory of Suitable Land
- iv. Accessory Dwelling Units
- v. Opportunities for Energy Conservation
- vi. Zoning for a Variety of Housing Types

Deliverable(s): Comprehensive Site Inventory

e. Constraints

The HEU must identify and analyze potential and actual governmental constraints to the maintenance, improvement, or development of housing for all income levels, including housing for people with disabilities. The analysis should identify the specific standards and processes of these constraints and evaluate their impact on the supply and affordability of housing. The analysis should determine whether local, regulatory standards pose an actual constraint and must also demonstrate local efforts to remove constraints that hinder a jurisdiction from meeting its housing needs.

- i. Codes and Ordinances, Enforcement Policy, and Onsite/Offsite Improvement Standards
- ii. Constraints for People with Disabilities
- iii. Fees and Exactions
- iv. Land-Use Controls
- v. Non-Governmental Constraints
- vi. Processing and Permitting Procedures

Deliverable(s): Analysis of Constraints

f. Analysis of Opportunities for Energy Conservation in Residential Development. The Housing Element must analyze the opportunities for energy conservation with respect to residential development.

g. Analysis of Governmental and Non-Governmental Constraints to the Maintenance, Improvement, and Development of Housing for All Income Levels. The analysis shall identify the specific standards and processes and evaluate their impact, including cumulatively, on the supply and affordability of housing. The analysis shall determine whether City regulatory standards pose an actual constraint and must also demonstrate City efforts to remove constraints that hinder the City from meeting its housing needs.

h. Programs and Quantified Objectives

The consultant shall assist staff in developing a comprehensive set of programs and policies, along with quantifiable objectives, which addresses the City's existing and projected housing needs, mitigates constraints identified, and is within the context of the City's available resources.

- i. Program Overview and Quantified Objectives
- ii. Address and Remove (or Mitigate) Constraints
- iii. Assist in the Development of Housing
- iv. Identify Adequate Sites
- v. Improve and Conserve the Existing Housing Stock

- vi. Preserve Units at-Risk of Conversion to Market Rates
- vii. Provide Equal Housing Opportunities

Deliverable(s): Develop a Comprehensive Set of Housing Programs and Policies

i. Environmental Review

The consultant shall prepare all related and required environmental documentation in compliance with CEQA. The consultant shall review the General Plan Update EIR during the preparation of the environmental documentation. It is anticipated the Housing Element will be eligible for a Negative Declaration or a Mitigated Negative Declaration based on the certified General Plan EIR. Consultant shall submit documentation in electronic format to the City.

Deliverable(s): Achieve CEQA Compliance

j. State Law Amendments

The consultant shall incorporate the latest requirements for housing elements imposed by recent legislation.

In addition, the consultant shall be responsible for completing the following:

- Work with City Staff to finalize a Project Schedule within ten (10) days following the Kick-off Meeting. The Schedule shall include tasks and milestones for the adoption of the 2021-2029 Housing Element no later than June 2021.
- Preparation of miscellaneous letters, memos, staff reports, exhibits, notices, or other documents as required by City staff.
- Housing Element Certification Coordination with City and HCD staff as necessary. Respond to all comments from HCD, in collaboration with staff as needed.
- Provide an electronic version of final document to the City for reproduction.
- Provide 20 color copies of final document.

3. Optional Task(s)

The consultant is request to submit an Optional Proposal to review the City's existing General Plan Land Use Element and Zoning Code and will identify any inconsistencies that are caused by the proposed goals and policies and other

revisions to the Housing Element in the HEU. The consultant shall further prepare the required revisions to the Land Use Element and Zoning Code. As part of the process of amending the General Plan Land Use Element and Zoning Code amendments, the consultant shall conduct public/community workshops in tandem with the public outreach for the Housing Element to the maximum extent possible. Public Participation and Engagement, Project Coordination, Project Scheduling, and Consultant Responsibilities of the General Plan and Zoning Amendments, including public hearings, will follow the requirements set forth for the HEU.

Deliverable(s): Analysis of Consistency with General Plan

VII. SCHEDULE

The 2021-2029 Housing Element for Garden Grove must be completed in time to meet HCD’s certification deadline of October 15, 2021. The tentative schedule for the HEU process is:

TASK/ACTIVITY	TENTATIVE DATE
1. Request for Proposal Release Date	March 6, 2020
2. Deadline to E-mail Additional Questions	March 25, 2020
3. Proposals Due	April 3, 2020
4. Review of Proposal by City Staff	April 20, 2020
5. Consultant Selection and Award	June 9, 2020
6. Notice to Proceed with Proposal	June 12, 2020
7. Project Kick-off Meeting	June 2020
8. Draft Housing Element Completed for City Staff Review	January 2021
9. Final Draft of Housing Element Completed for Public Review	April 2021
10. Planning Commission Public Hearing	May 2021
11. City Council Public Hearing/ Adoption	June 2021

VIII. PROPOSAL REQUIREMENTS

The proposals should consist of a Work Proposal separate from a Budget Proposal. Additionally, the proposal shall address all of the points in the Scope of Work along with the requested information listed below:

CITY OF GARDEN GROVE
2021-2029 HOUSING ELEMENT UPDATE RFP

1. A Letter of Interest stating the project team's capability to perform this project as outlined within the RFP.
2. General information about the consultant (e.g., company size, location of office(s), years in business, organization chart, number of staff). Include name, address, telephone number, facsimile number, and e-mail address of the firm.
3. A statement describing the project team's assessment of the issues confronting Garden Grove.
4. A statement describing the project team's approach to the project.
5. A statement describing the principals of the firm and their experience and qualifications. Identical information shall be provided identifying all subcontractors to be used.
6. A statement describing the key team personnel who would be assigned to this project along with their resumes.
 - a. Include resumes of all professional and technical personnel involved in the project. If the consultant plans to joint-venture, or to use the services of other consultants or individuals outside of his/her firm, a description and qualifications (including specific experience relative to the preparation of Housing Elements and environmental documents) of other individuals who will be involved shall be included.
 - b. It should be clear as to the specific individuals assigned to a particular document/task.
 - c. Include a project team organizational chart.
 - d. Include the name, title and address of all individuals in your firm with the authority to negotiate contracts with the City.
7. A list of references that shall include at least three (3) recent clients for whom the firm(s) has prepared a Housing Element or Housing Element Update and indicating which have been certified by the State. The references shall identify the client, a contact name, telephone number, description of the service provided, and location where the service was performed.
8. A list of all contracts for the same or similar services currently being provided.
9. Consultant's knowledge of the State's Housing Element Law, specifically those sections referring to Housing Element updates and revisions, in addition to an understanding of the 2020 Housing Needs Assessment and Allocation methodology approved by SCAG.
 - a. Explain how you would apply the law and adopted provisions in the RHNA methodology to the City of Garden Grove, taking into consideration the specific goals, policies, and standards of this community.
10. State the total time frame proposed to complete the project.
 - a. Include a schedule outlining the time required to complete each task and cumulative time as described in Section VI.
 - b. Include a separate schedule incorporating the optional tasks involving the review/revision of the Land Use Element and Zoning Code.

11. Provide a cost breakdown related to each task, and cumulative, on a not to exceed basis as described in Section VI. Provide a separate cost breakdown including the optional Land Use Element/Zoning Code tasks.
 - a. The cost estimates shall reflect detailed projected man-hours per the Scope of Services to be provided, including the cost for attending meetings, mileage, and any other direct or indirect costs associated with performing the required services.
 - b. This should be accompanied by a list of hourly rates for each member of the project team, including clerical, and expected subcontractor rates.
 - c. The estimate should include the cost for all administrative and material cost, including production costs.
 - d. Cost estimates shall also describe all assumptions and include appropriate contingencies.
 - e. Statement that adequate insurance can be provided as specified in the Sample Consultant Agreement (Exhibit 1).

IX. SELECTION PROCESS

Proposals will be evaluated by staff. The City's selection will be based upon: the proposal's conformance to the RFP; the firm's ability to complete the required tasks in a timely manner; demonstrated understanding of the scope of work; the qualifications and resources of the firm and staff, including experience with other Housing Element Updates; preliminary cost information; record of performance; and references. The City reserves the right, where it may serve the best interest of the City, to request additional information and clarification from consultants. At the discretion of the City, consultants submitting proposals may be requested to make oral presentations as part of the evaluation process. Oral interviews, if necessary, will be held the week of April 20, 2020.

Upon final selection of the consultant, the scope of services may be modified and refined during negotiations with the City. A sample Consultant Agreement is attached as Exhibit 1.

X. PROPOSAL SUBMITTAL

Proposals must be received by the Community and Economic Development Department, City of Garden Grove, no later than **Friday, April 3, 2020 at 5pm.**

All submittals shall include three (3) hard copies and one (1) electronic copy of the proposal. Proposals shall be signed by an authorized officer in order to receive consideration. Faxed proposals, late proposals, or postmarks will not be accepted.

The City appreciates your interest, time and effort in responding to the RFP.

Questions related to this RFP may be directed to Nate Robbins via email at nater@ggcity.org or by phone at 714-741-5206 no later than Wednesday, March 25, 2020.

THREE (3) HARD-COPY PROPOSALS SHALL BE SUBMITTED TO:

Title: Proposal for 2021-2029 Housing Element Update

Attention:
Nate Robbins, Sr. Program Specialist
Office of Economic Development
C/O City Clerk's Office
11222 Acacia Parkway
Garden Grove, CA 92840

ONE (1) ELECTRONIC PROPOSAL SHALL BE SUBMITTED TO:

nater@ggcity.org

DEADLINE TO SUBMIT PROPOSALS IS: FRIDAY, APRIL 3 BY 5PM (PST)

XI. GENERAL TERMS AND CONDITIONS

1. Rejection of Proposals/City's Rights

The City reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP, or otherwise.

All proposals submitted to the City of Garden Grove in response to this RFP shall become the property of the City. The City may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the Services described in this RFP. The City reserves the right to:

- Reject any or all of the proposals.
- Issue subsequent Requests for Proposals.
- Cancel the entire Request for Proposal.
- Remedy technical errors in the Request for Proposal process.
- Appoint evaluation committees to review proposals.
- Seek the assistance of outside technical experts in proposal evaluation.
- Approve or disapprove the use of particular subcontractors.
- Establish a short list of Proposers eligible for discussions after review of written proposals.
- Negotiate with any, all, or none of the Proposers.
- Solicit best and final offers from any or all Proposers.

- Award a contract to one or more Proposers.
- Accept other than the lowest offer.
- Waive informalities and irregularities in proposals.
- This RFP does not commit the City to enter into a contract.

2. Pre-contractual Costs

The City of Garden Grove shall not, in any event, be liable for any pre-contractual costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the proposer.

3. City Assistance and Documentation

The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other costs or obligation of any kind that may be incurred by a proposer.

4. Late Proposals

It is each proposer's sole responsibility to ensure that proposals are received at the City Clerk's office prior to the scheduled closing time specified in this RFP. Proposals will not be accepted after the deadline.

5. Withdrawal of Proposals

Proposals may be withdrawn if written notification of withdrawal of the proposal is signed by an authorized representative of the proposer and received at the City Clerk's office prior to the closing time for receipt of proposals. Proposals cannot be changed or withdrawn after the time designated for receipt.

6. Examination of RFP Documents

Each proposer shall be solely responsible for examining the RFP Documents, including any Addenda issued during the proposal period, and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of the proposal, or the performance of the services in the event the proposer is selected. No relief for error or omission will be given.

7. Public Records Act

Responses to this RFP become the exclusive property of the City and subject to the California Public Records Act. Those elements in each proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. The CITY

shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Proposers which indiscriminately identify all or most of their proposal as exempt from disclosure without justification may be deemed non-responsive.

In the event the CITY is required to defend an action on a Public Records Act request for any of the contents of a proposal marked "confidential", "proprietary", or "trade secret", Proposer agrees, upon submission of its proposal for City's consideration, to defend and indemnify the City from all costs and expenses, including attorney's fees, in any action or liability arising under the Public Records Act.

8. Online References

Proposers are advised to refer to the City's website at www.ggcity.org for a copy of the current General Plan and other relevant City documents. Please refer to the following links:

City of Garden Grove General Plan:
<https://ggcity.org/planning/general-plan>

City of Garden Grove Zoning Code:
<https://www.qcode.us/codes/gardengrove/>

Exhibit 1

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2020, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **XXXXXXXXXXXXXXXXXX**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONTRACTOR to Provide
XX.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall remain in effect until completion of the services to be provided by CONTRACTOR hereunder, unless earlier terminated by CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of XXXXXXXXXXXXXXXX (\$XXXX.XX), payable in arrears and in accordance with proposal in Attachment "A".

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified**

occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
XXXXXXXXXXXXXXXXXX
Attention: XXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXX, CA 9XXXX
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event

of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and

CITY OF GARDEN GROVE
2021-2029 HOUSING ELEMENT UPDATE RFP

hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

\\ \\ \\

(Agreement Signature Block on Next Page)

CITY OF GARDEN GROVE
2021-2029 HOUSING ELEMENT UPDATE RFP

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

Contractor's License: _____

Expiration Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney

Date