Lancaster Housing Authority

Request for Qualifications (RFQ #720-19)

for

Affordable Housing Financial & Development Advisor

November 15, 2019

Responses Due: Prior to 2PM (13:59:59)
Thursday, December 12, 2019
Lancaster Housing Authority
c/o Office of the City Clerk
RFQ #720-19 – Affordable Housing Financial & Development Advisor
City of Lancaster
44933 Fern Avenue
Lancaster, California 93534
Request for Qualifications

Affordable Housing Financial & Development Advisor

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SECTION 1 - INTRODUCTION & PROJECT SUMMARY

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 operates 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 Lancaster Housing Authority (LHA) is a public body corporate and politic, formed pursuant to the California Housing Authorities Law (Cal. Health & Safety Code §§34200 et seq.), dedicated to the community’s effort to revitalize neighborhoods and foster economic development, as well as to provide quality, affordable housing.

LHA is seeking qualified responses from professional consulting firms to provide financial advisory and support services, and development advisory and support services associated with the development and preservation of low income and affordable housing.

LHA is currently working on eight affordable housing development projects that are either fully entitled or are going through the entitlement process.

- HNR - 1 is located at the southwest corner of Avenue I and Sierra Highway. The project consists of 78 duplexes to be developed on a 5.66± acre site.
- HNR - 3 is located at the northeast corner of Division Street and Avenue I. The project is a Residential Planned Development for 164 single-family lots.
- HNR – 4 is located at the west side of Sierra Highway between Ave H and H-13. The project consists of a residential development for 323 single-family units, 2 detention areas, and a linear green belt.
- HNR – 5 is located on the west side of 10th St. West between H-8 and H-11. The project consists of 10 single-family units, each with a detached accessory dwelling unit.
- HNR – 6 is located at the northeast corner of Ave J-2 and Beech Ave. The project consists of a 32-unit apartment complex.
- HNR – 7 is located at the southeast corner of Newgrove St. and Beech Ave. The project consists of an 11,076 sq. ft. 12-unit apartment complex.
- HNR – 8 is located along Ave H-13 between 3rd and 4th St. East. The project consists of 8 single-family homes and is envisioned for development along with the adjacent HNR-3 for economies of scale.
- HNR-9 is located along the east side of Beech Ave between Ave. J-6 and J-7. The project consists of a 36-unit apartment complex.
HNR-1 and HNR-3 are fully entitled projects, which LHA wishes to construct first. The City has been proactive in promoting solar power alternatives, conservation, and smart energy consumption. Lancaster is the nation’s first net-zero city. In May 2019, the City, partnered with ZNE Alliance, was awarded a grant from the California Energy Commission to demonstrate advanced microgrids at schools and residential areas in the City of Lancaster. A critical part of that grant is to develop and demonstrate the viability for residential microgrids for HNR-1 and HNR-3. These projects will represent the first affordable ZNE housing developments operating as independent microgrid communities for the State of California. Once again, Lancaster will be at the forefront of renewable energy innovation. LHA is committed to assisting the City in achieving its efficiency and renewable goals. While a grant team is in place to assist with implementation of the microgrids, the scope of work required of the consultant will include assistance with some or all of these efforts.

This RFQ contains the information and documents necessary to prepare and submit a complete response. Proposers are responsible for complying with all requirements identified herein. By submitting a finished response packet, the Proposer represents that it has thoroughly examined and become familiar with the work required within this request and that it is capable of supplying a product to achieve the outlined 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. LHA reserves the right to accept or reject any response, or portions thereof, or to waive any informalities or irregularities within the responses. It is the intention of LHA to qualify multiple Proposers through this RFQ. It is envisioned that those qualified proposers will then be asked to provide specific pricing on a defined scope of work for each HNR project, now or in the future, which is defined further in the RFQ.

SECTION 2 - SCOPE OF WORK

LHA is seeking qualified consultant(s) to assist in the following tasks. The following initiatives and related tasks are illustrative of, but not limited to the types of work the selected consultant(s) may be asked to perform. Please refer to Exhibit A for more specific types of tasks expected to be performed by Proposer. Proposer shall prepare a response to each major category that they are capable of performing.

1. **Entitlements**
   i. Feasibility analysis
   ii. Lead the selection of, and subsequently manage, the entitlement consulting team – I don’t think there is much for them to do in terms of entitlement.
   iii. Advise on real estate development best practices and make recommendations on how to streamline process and save project costs
   iv. Analyze financial markets and economic conditions to recommend timing of real estate investments and transactions

2. **Financing & Grants**
   i. Based on the feasibility analyses and criteria, evaluate and recommend debt options, including, but not limited to public funding, private debt, loans, bonds, public/private partnerships, etc.
ii. Evaluate and recommend equity options, including various tax credit programs
iii. Create comprehensive development budgets, operating pro-formas, and other reports and analyses for potential lenders', investors', and other funders' consideration
iv. Advise on potential ownership and financial structure that allows LHA to participate in a stream of income from the development
v. Counsel and advise regarding a variety of asset management issues
vi. Assist in developing grant budgets, management, reporting, invoicing, and reimbursements
vii. Develop proposals and recommendations for, and applications for, a range of financing
viii. Provide information on current developments that affect affordable housing and recommendations pertinent to LHA

3. Land Development & CIP
i. Lead the selection of, and subsequently manage, the land development consulting team and contractors
ii. Develop a construction strategy and a development implementation schedule
iii. Preparation of land development budgets and construction schedules
iv. Considering project schedules, budgets and objectives, assist the City in identifying conditioned infrastructure improvements to be constructed for the projects, with separate Capital Improvement Program (CIP) public contract projects; and identify potential funding sources and/or reimbursement terms for work associated with Capital Infrastructure assets
v. Provide input on value engineering and advise on requested change orders

4. Onsite Construction
i. Lead the selection of, and subsequently manage, the construction consulting team
ii. Assist in the selection of, and subsequently manage, the construction general contractor
iii. Provide input on value engineering and advise on requested change orders

5. Property Management
i. Determine a general management structure and prepare a management plan for the properties
ii. Assist in evaluating processes related to conversions, tax credit projects, and acquisition activities, for example, creating, and monitoring lease up schedules
iii. Assist in the selection of the Property Management Company, or provide property management services
iv. Counsel and advise regarding a variety of asset management issues

SECTION 3 - CITY PROVIDED INFORMATION

Proposers who respond to any portion of this RFQ should include any information that will be required for LHA or the City to provide, should the proposer be selected to enter into contract negotiations.
SECTION 4 - QUALIFICATIONS/RESPONSE CONTENTS

Please prepare and organize your response based on the requirements provided below. Please be as concise as possible in order to communicate your firm’s qualifications effectively. The entire response shall not exceed 70 pages.

1. **Cover Letter** – Enclose a cover letter describing the team’s interest and commitment to the project. The person authorized by the firm to negotiate a contract shall sign the cover letter.

2. **Firm / Team Overview** – State the qualifications and experience of the team. Please emphasize the specific qualifications and experience from projects similar to the subject project for the Project Manager and other key project staff members designated for the project.

3. **Organization Chart** – Provide a team organization chart including names and firm(s) of individuals identified to perform services as proposed. The chart shall specifically identify the role of all proposed key team members, in addition to showing other staff available for the project. Replacement of key team members for the project without consultation with LHA will not be permitted.

4. **References** – Provide:
   a. At least three (3) references each (names, emails, and phone numbers) from recent work (previous three years) similar to the subject project for the key project staff members. Include a brief description of the projects associated with the reference, and the role of the respective team member on that project; and
   
   b. Description of at least three (3) relevant projects performed by each firm included in the Proposer’s team. Projects included must emphasize services performed similar to those requested in this RFQ. Each project description shall include client reference (name, affiliation, phone number and email address) and a list of any team members shown in Item 3, Organization Chart who worked on the project.

5. **Project Management, Staff Availability, and Detailed Project Work Plan** – Discuss the workload for key team members, and their capacity to complete the requested services. Discuss the team's approach to completing projects, and record of meeting schedules on similar projects.

6. **Project Understanding and Approach**
   a. Indicate any special knowledge or requirements the projects may ask for, including financing of affordable housing.
   
   b. This section may also include additional relevant information that may be helpful in the selection process.
7. **Other Information (Optional)** – Provide additional relevant information that may be helpful in the selection process. The Proposer is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objective of the Project.

8. **Resumes** – Provide summary resumes for the key personnel and proposed firm within the 70-page limit. Include any licenses or certifications for key personnel that relate to the Project tasks. Resumes that are more detailed may be included in an appendix; however, Proposer is encouraged to limit descriptions on resumes to relevant information.

9. **Questions/Proposed Changes to Standard Contract** – Proposers are requested to review the current Agreement for Professional Consultant Services, which is included in Appendix A and to submit any questions, exceptions to, and/or requested edits as appropriate.

10. **Cost Proposal** - Proposer shall provide a separate Cost Proposal for each of the major services they intend to perform described in the RFQ. Proposer may respond on as many or as few tasks as firm is qualified to complete. Proposer shall provide cost based on hourly rates, per occurrence, or per product, as appropriate for the task. Also provide a fee breakdown by hours and personnel to provide the services in accordance with the requirements above ("Rate Sheet"). At this time, the cost proposal is for budget purposes only as a fully defined scope per project is not available.

**SECTION 5 - QUALIFICATIONS/PROPOSAL SUBMITAL PROCEDURE**

Proposers shall submit six (6) hard copies and one electronic copy via USB or CD (in pdf format) of the response in accordance with the following requirements:

1. Response shall be transmitted with a cover letter as described in Section 4
2. The entire response shall not exceed 70 pages including the cover letter
3. Envelope shall be labeled “RFQ #720-19 for Affordable Housing Financial and Development Advisor
4. The response shall be received prior to 2:00 PM (13:59:59) on December 12th, 2019
5. Late submittals will not be considered.
6. The submittals shall be addressed exactly as follows:

   Lancaster Housing Authority  
   c/o Office of the City Clerk  
   RFQ #720-19 – Affordable Housing Financial and Development Advisor  
   City of Lancaster  
   44933 Fern Avenue  
   Lancaster, California 93534
Responses may also be hand-delivered to the Office of the City Clerk. LHA will post information relevant to the RFQ on the Public Purchase website for access by potential proposers.

SECTION 6 - SELECTION PROCESS

It is the intent of LHA to score each task proposed individually. LHA intends to select the most qualified candidate(s) for each task. The response for each scope of work will be evaluated and scored (maximum of 100 points) using the following criteria:
1. Demonstrated successful experience with similar tasks/projects (30 points)
2. Specific experience of key project team members (20 points)
3. Satisfaction of previous clients (references) (10 points)
4. Project understanding and approach (30 points)

Points will be awarded as follows:
0 points = does not meet expectations of the criteria
50% of points = meets basic expectations of the criteria
75% of points = exceeds expectations of the criteria
100% of points = far exceeds the expectations of the criteria

SECTION 7 - SELECTION PROCESS KEY DATES

The following are key dates in the selection process:

- RFQ posted on City website: November 15th, 2019
- Deadline for questions/clarification requests: November 20, 2019 prior to 5 PM
- Responses to questions posted by: November 22nd, 2019 prior to 5 PM
- Proposals due: December 12th, 2019 prior to 2 PM (13:59:59)
- Selection of consultant(s): Week of January 6, 2020

At its sole discretion, LHA reserves the right to amend the RFQ, to withdraw all or a portion of this RFQ, to award a contract for only a portion of the scope of work described herein, or to decline to award a contract. LHA may also award each scope individually to the most qualified candidate as scored above.

LHA intends to qualify several proposers. Proposers may express interest in providing services for any or all of the pending HNR projects listed above. When services are required, the selected consultant shall prepare and negotiate a specifically defined scope of work, the required outcome of deliverables, specifically assigned personnel, a schedule, and not-to-exceed fee proposal based on hourly rates contained in the response to this RFQ. Presuming satisfactory work on any assigned tasks and continuation of any key personnel, LHA expects the contract with the selected consultant(s) would be renewed annually for up to five years. There is, however, no guarantee of the level of effort that may be requested, or guarantee of any dollar amount for the contract in any one year or over its course.

LHA may modify the RFQ, 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 Proposers. Such Addendum shall also be posted on the City’s website. Proposer 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.

The cost preparing, submitting, and presenting a Proposal is at the sole cost and expense of the Proposer. LHA shall not be liable for any pre-contractual expenses incurred by the firms/teams in preparation of their proposals and/or statements of qualifications. Proposer shall not include any such expenses or labor hours as part of a Detailed Work Plan. Pre-contractual expenses are defined as follows:

a) preparing a proposal in response to this RFQ;
b) submitting that proposal to the City;
c) participating in an oral interview related to this RFQ; and
d) any and all expenses incurred by the Proposer prior to issuance of a NTP under this solicitation process.

It is the responsibility of the Proposer to clarify any requirement of this RFQ that are not understood. All questions and requests for clarification to this RFQ must be emailed and received by the City prior to 5:00 PM (16:59:59) on November 20, 2019. Inquiries received by LHA after the date and time specified may or may not be responded to, within the discretion of LHA. LHA will not be bound to any modifications to or deviations from the requirements set forth in this RFQ because of any oral discussion and/or instructions.

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

Questions pertaining to the Request for Qualifications or the Proposer’s submittal(s) should be directed to:

Christine Malta
cmalta@cityoflancasterca.org

All questions and/or requests for clarification must be clearly labeled “RFQ #720-19 Questions.” LHA is not responsible for failure to respond to questions that are not appropriately labeled. LHA responses to written inquiries will be sent to the originator of the question and posted on the Public Purchase website http://www.publicpurchase.com/gems/cityoflancaster.ca/buyer/public/home. All responses will be posted by 5:00 PM (16:59:59) on November 22, 2019.
EXHIBIT A
ANTICIPATED DEVELOPMENT PARTNER’S ROLE

The following will be the responsibility of the selected firm(s). This list is not intended to be a complete list of all work that could be required of the selected partner:

1. Preparation of a Development Plan that shall include:
   a) a time table with milestones for completion
   b) study sufficient to identify the need to build additional housing units, and what type, how many, where they should be located, and when they should be built
   c) a list of all known available funding sources for each proposed action, including traditional and alternative financing options
   d) a management plan
   e) considerations and certifications as may be required to obtain city, state, federal, or HUD approvals required to initiate any proposed projects
2. Coordinate environmental and geotechnical testing and an analysis of the condition of existing utilities at the sites at each phase of development
3. Develop a construction strategy and a development implementation schedule
4. Work with LHA and the City to develop detailed development and operating budgets. The selected firm will be required to expand and update the budgets throughout the development process
5. Provide regular monthly reports to LHA and the City on the progress of the development efforts, including work completed, associated costs, schedule, and budgetary requirements
6. Work with LHA, the City, and its legal team to create an ownership structure of the development which shall include an affiliate of LHA as a general partner
7. Oversee procurement of the construction contractor
8. Negotiate and/or obtain operating and financing guarantees to the equity investor and other lending institutions
9. Assist in obtaining all required building permits
10. Assist management company in developing marketing and lease-up plan
11. Provide assistance to LHA and the City in structuring new construction to determine feasibility
12. Coordinate and manage all facets of the development process
13. Assist with securing debt and equity
14. Assist with securing government financing and grants
15. Provide intense strategic and advisory services through the closing of any specifically identified project
16. Assist with developing project scopes and independent cost estimates
17. Provide coordination with various City departments on permitting and other requirements
EXHIBIT B

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this _____ day of _____________, 2019, by and between the LANCASTER HOUSING AUTHORITY, a public body corporate and politic (“Housing Authority”), and __________________________, a [entity type (e.g., California corporation] (“Consultant”) (collectively, sometimes referred to hereinafter as the “Parties”).

RECITALS

WHEREAS, the Housing Authority desires to engage Consultant to perform certain technical and professional services, as provided herein, identified as:
(THE “SERVICES”)

WHEREAS, the principal members of Consultant are qualified and duly registered/licensed under the laws of the State of California, and Consultant desires to accept such engagement;

NOW, THEREFORE, the parties agree as follows:

1. Parties to the Agreement.

The parties to this Agreement are:

A. HOUSING AUTHORITY:  Lancaster Housing Authority

B. CONSULTANT: ________________________

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.

CITY Lancaster Housing Authority
   Attn: Jason Caudle, Executive Director
c/o City of Lancaster
44933 North Fern Avenue
Lancaster, California  93534

CONSULTANT ________________________
   Attn: ___________________________
   Address
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. **Description of Work.** The Housing Authority hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services set forth in the “Scope of Services and Rates Schedule,” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant shall perform and complete, in a manner satisfactory to the City, all work and services set forth in Exhibit “A.” The Executive Director or his 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 Executive Director, or his designee.

5. **Obligations of the Housing Authority.**

   A. The Housing Authority shall pay Consultant an amount not to exceed $___________ for all work necessary to complete the Services, as described in the Scope of Services and Rates Schedule. Payments shall be due within thirty (30) days following submittal of an invoice detailing the services performed, at the hourly rates set forth in Exhibit A.

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

6. **Obligations of the Consultant.**

   A. Consultant shall perform as required by this Agreement and in accordance with the Scope of Services and Rates Schedule set forth in Exhibit A.

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

   C. Consultant shall not subcontract any of the work required to perform the Services without the express prior written approval of the Housing Authority.

7. **Hold Harmless and Indemnification.** Consultant agrees to indemnify and hold harmless the Housing Authority, its board members, directors, officers and employees, from and against any and all third party claims, losses, obligations, or liabilities whatsoever, including reasonable attorney’s fees, incurred to the extent arising out of or related to Consultant’s negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Consultant agrees to defend the Housing Authority, its
board members, directors, officers and employees, using counsel of the Housing Authority’s choosing, from and against any and all claims covered by the indemnity in the preceding sentence.

8. 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 Housing Authority and Consultant.


A. In the performance of this Agreement, Consultant 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. Consultant 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 Consultant for personnel to perform any services under this Agreement. The Housing Authority shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

10. Term; Effective Date. This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the Housing Authority and the Consultant. This Agreement shall continue in full force and effect for twelve (12) months, unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that the Housing Authority and the Consultant may mutually agree in writing to extend the Term of this Agreement.

11. Termination.

A. For Convenience. The Housing Authority may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, Consultant will be paid for work completed through the date of termination within thirty (30) days following submittal of a final invoice.

B. For Cause. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, Consultant shall correct such failure within ten (10) days (or such longer period that the Housing Authority may authorize in writing) after
receipt of notice from the Housing Authority specifying such failure. Should the failure not be corrected within this time period, the Housing Authority may immediately terminate the Agreement by written notice to Consultant.

C. In the event of termination, whether for convenience or cause, reports, plans, studies and other documents (collectively, “documents”) related to the Services shall become the City’s property. Consultant shall provide all documents to the City that have not yet been within ten (10) calendar days after termination of the Agreement.

12. Independent Contractor. Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the Housing Authority. It is expressly understood between the Parties to this Agreement that no employee/employer relationship is intended.

13. 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:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
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<tbody>
<tr>
<td>Commercial General Liability</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Per Project General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage</td>
<td></td>
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<tr>
<td>(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)</td>
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<tr>
<td>Commercial Automobile Liability</td>
<td></td>
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<tr>
<td>Combined Single Limit per Accident for Bodily Injury and Property Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>(Coverage shall be at least as broad as ISO form CA00 01)</td>
<td></td>
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<tr>
<td>Workers Compensation</td>
<td></td>
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<tr>
<td>As Required by the State of California</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td>Employers’ Liability</td>
<td></td>
</tr>
<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Employee</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation &amp; Employers’ Liability policies)</td>
<td></td>
</tr>
<tr>
<td>Professional Liability</td>
<td></td>
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<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
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</tbody>
</table>
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 Housing Authority. At the Housing Authority’s option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Housing Authority 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 non-contributory as respects the Housing Authority insured entities. Any insurance or self-insurance maintained by the Housing Authority insured entities shall be in excess of the Consultant’s insurance and shall not contribute with it.

F. Consultant shall furnish the Housing Authority with Certificates of Insurance and with original endorsements effecting 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, cancelled, 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:
“Impact Fee Nexus Study”
The Lancaster Housing Authority, its board members, directors, 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 Lancaster Housing Authority, c/o City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.
14. **Commencement and Completion of Work.** The Services to be provided by Consultant pursuant to this Agreement shall commence within ___ days after execution of this Agreement, and shall be completed no later than _____ days following commencement; provided however, that the Parties may agree to extend the time for completion upon mutual written agreement.

15. **Ownership of Documents.** All plans, specifications, reports, studies, maps and other documents prepared or obtained by Consultant in the course of performing the work and are required by this Agreement to be delivered to the City shall be the property of the Housing Authority. Basic sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to Housing Authority without restriction or limitation on their use.

16. **Data Provided to Consultant.** Housing Authority shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the Housing Authority’s possession which may facilitate the timely performance of the work described in Exhibit A.

17. **Consultant’s Warranties and Representations.**

   Consultant warrants and represents to Housing Authority as follows:

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

   B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, 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, Housing Authority 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. Consultant has no knowledge that any officer or employee of the Housing Authority has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to Housing Authority, even if such interest would not be deemed a prohibited “conflict of interest” under applicable laws.

   D. Upon the execution of this Agreement, Consultant 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.
18. 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.

19. Exhibits.

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

Exhibit “A” Scope of Services and Rates Schedule


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

21. Effective Date.

This Agreement shall become effective as of the date set forth below on which the last of the parties, whether Housing Authority or Consultant, executes said Agreement.

[Signatures begin on next page.]