

**REQUEST FOR PROPOSAL (“RFP”)  
TO PROVIDE  
HOUSING ELEMENT AND SAFETY ELEMENT  
UPDATE SERVICES**

**RFP-19-270-02**



**CITY OF BEVERLY HILLS  
Community Development Department  
455 North Rexford Drive  
Beverly Hills, CA 90210**

**September 16, 2019**

**Submittal Deadline: 2:00 P.M. October 17, 2019**

**Contact:  
Timothea Tway, AICP, Senior Planner  
Email: [ttway@beverlyhills.org](mailto:ttway@beverlyhills.org)**



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## **1.0 INTRODUCTION**

The City of Beverly Hills (the “City”) invites qualified Respondents to submit proposals to provide consulting services for the update of the Housing Element and Safety Element of the City’s General Plan. The City must update its Housing Element Update as mandated by State law for the 2021-2029 planning cycle, with completed certification by the State Department of Housing and Community Development (“HCD”) by no later than October 15, 2021.

Proposals for this project will be due by 2:00pm on October 17, 2019 and must include all requirements listed under “Scope of Work and Required Tasks”. To facilitate proposal development, a detailed project description is provided at the end of this announcement and City staff is available to respond to questions. This request for proposal contains additional information regarding the evaluation process, general terms and conditions, and the City’s template for professional services agreements under “Exhibit A”.

## **2.0 BACKGROUND INFORMATION**

The City of Beverly Hills General Plan contains a total of nine Elements with goals, policies, and regulations that govern the long term plan for the city.

The City’s current Housing Element was adopted on December 17, 2013 by the City Council, and certified by HCD in February of 2014. The Housing Element document can be found on the City’s website (<http://www.beverlyhills.org/generalplan>), and may be used as a foundation for understanding the City’s unique vision and needs. HCD has established October 15, 2021<sup>1</sup> as the deadline for certification of the City’s adopted Housing Element for the 2021-2029 planning period. In addition, the Safety Element may also need revisions to address climate adaptation and resiliency strategies, and the risk of fire in State responsibility areas and very high fire hazard severity zones, in compliance with State law (including, but not limited to, Government Code § 65302(g), 65302.5). As further detailed in the “Scope of Work and Required Tasks” section of this document, the services detailed in the RFP shall include a concurrent review and minor update of the City’s Safety Element to meet State requirements. It shall be the responsibility of the selected Respondent to ensure that the adoption process and final work product meet the applicable requirements set forth by HCD and State law.

### **CITY PROFILE**

The City of Beverly Hills is located within the Los Angeles basin and encompasses an area that is roughly 5.7 square miles in size. The City is located in a high-rent area of the greater Los Angeles region. Much of the north end of the City (above Sunset Boulevard) consists of estate-style properties, while the central area (between Sunset and Santa Monica Boulevards) consists of single-family residences. The south end of the City (below Santa Monica Boulevard) consists of condominiums and apartment buildings, smaller single-family homes and general retail, commercial and office buildings. The City is predominantly residential in nature with residential uses making up roughly 92% of the City’s land area. This leaves 8% of the City’s land area available for non-residential uses such as general commercial, office, retail, and institutional or open space uses. The City’s population consists of approximately 35,000 residents, and is expected to increase slowly over time. The demographic trends in the City include an aging population,

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<sup>1</sup> Date is estimated by HCD, and is subject to change per HCD.



with an increase in middle adult populations and decrease in young adult populations, with a sizable senior population (30% of households). The ethnic background of the majority of the population is Caucasian (79% in 2010), though 38% of residents are foreign-born. Renters comprise slightly more than half the City's population (56%), with homeowners comprising approximately 44% of the City, which is roughly consistent with the County breakdown. Approximately one-third of the City's employment base is comprised of lower-wage jobs related to service and hospitality, which contributes to an imbalance between the available housing supply and jobs.

Housing conditions in the City are characterized by a limited supply of affordable housing stock, and a high incidence of single-person households and low incidence of family households, when compared to the County. As a result, average household size is 2.29 persons per household, compared to 2.98 persons per household Countywide. 28% of households fall into the low income category, and 11% fall into the very low income category. Approximately 63% of the City's housing stock is multi-family housing, most of which contain five or more dwelling units. Although the majority of housing stock is 50 years or older, properties generally undergo renovation due to high property values and high rental rates. Market rental rates exceed most categories of affordability levels, and as a result, 95% of persons working in the City commute from outside the City limits, and the community experiences high levels of housing overpayment for both owners and renters<sup>2</sup>. As part of the Housing Element update, the Consultant shall work with City staff to update the City profile information, and incorporate this information into policies and recommendations to meet the City's housing objectives.

### **3.0 PROJECT OBJECTIVES**

The Housing Element and Safety Element update project shall be guided by the following objectives:

- Comply with all City and state legal and regulatory requirements
- Produce a comprehensive document that addresses current and projected housing conditions and needs in the City
- Ensure residents and stakeholders are engaged and participate in the update process to facilitate community buy-in
- Achieve milestones with sufficient time for City and state oversight and review
- Effectively coordinate with other consultants and City staff

### **4.0 SCOPE OF WORK**

#### **GENERAL EXPECTATIONS**

The ideal consultant or consultant team would work collaboratively with staff and community stakeholders to conduct a Housing Element and Safety Element update process that proactively engages the community, complies with all applicable laws and regulations, and results in a State

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<sup>2</sup> Statistics and data provided from Appendix A: Community Profile of the City of Beverly Hills Housing Element 2014-2021 document.



certified Housing Element that addresses the housing needs of the City of Beverly Hills. It is expected that the consultant will:

- Be familiar with the State requirements and HCD guidance regarding the Housing Element, including, but not limited to, recent legal changes regarding the site inventory and fair housing
- Be familiar with the State requirements and HCD guidance regarding the Safety Element update, including, but not limited to fire hazards and climate adaptation and resiliency strategies
- Effectively utilize technical expertise related to housing
- Actively engage a variety of community stakeholders and communicate ideas effectively in various forums
  - Use several platforms to engage different groups of residents and encourage public participation (use of social media, technology, and in-person meetings)
- Promote and advertise public involvement and participation with a branded public outreach effort
- Formulate realistic and creative solutions to address housing challenges in the community that comply with State law and fit into the City's General Plan and Zoning Code framework
- Ensure that the project remains on time and within the allocated budget
- Appropriately integrate graphics/maps/infographics as part of a plan document
  - Use innovative graphics to communicate complex ideas and concepts effectively, during the outreach process and within the final products

## **HOUSING ELEMENT**

The Housing Element will be updated to include the policies, strategies, and actions the City will undertake to facilitate the construction of new housing and preservation of existing housing to meet the needs of the population during the planning period (2021-2029) in all economic segments of the community. The implementation of SB 375 (2007) requires that the next Housing Element be certified by the State no later than October 15, 2021.

The updated Housing Element must address the City's Regional Housing Needs Assessment (RHNA) allocation. Southern California Association of Governments (SCAG), in consultation with HCD, will develop the Draft 2020 RHNA Allocation Plan, including the City's allocation, separated into four income categories. SCAG anticipates that it will adopt the final RHNA allocation in October 2020.

In accordance with State law, the Housing Element must include:

- a complete analysis of the specific housing needs and an inventory of the resources and constraints relevant to addressing the housing needs;
- an inventory of land suitable for residential development to meet the City's housing needs;
- identification and analysis of potential and actual governmental constraints;
- identification of specific programs to implement the policies and goals; and,
- other analysis, policies, and goals required to comply with applicable State law.



## **SAFETY ELEMENT**

Per Government Code Sections 65302 *et seq.*, local jurisdictions must update the Safety Element related to fire hazards and climate adaptation and resiliency strategies upon this revision of the Housing Element. The Safety Element must be reviewed and updated as necessary to address the risk of fire in state responsibility areas and very high fire hazard severity zones, taking into account specified considerations, including, among others, the most recent version of the Office of Planning and Research's "Fire Hazard Planning" document. The City of Beverly Hills recently adopted a new Hazard Mitigation Action Plan and is using the Housing Element update process to ensure that the Safety Element of the General Plan complies with State regulations.

## **REQUIRED TASKS**

### **TASK 1. Project Administration**

#### **Task 1.1: 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

#### **Task 1.2: 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,
- Include timelines for response to State HCD review and State HCD certification of the Housing Element Update 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 Project Manager on strategies to correct and mitigate.

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

#### **Task 1.3: Project Coordination**

Consultant's Project Manager will meet with City staff for a minimum of ten (10) 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



in person at the City offices. 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

**Task 1.4: Regional Housing Needs Assessment (RHNA) Support (As Needed)**

Consultant will assist City staff during the RHNA allocation process, if needed. This support will include developing a timeline for the RHNA review and appeal process (if necessary) and assisting the City throughout the RHNA allocation process.

**TASK 2. Housing Element Amendment**

**Task 2.1**

Review and evaluate the current Housing Element to determine the revisions that must be made to comply with current State law and HCD requirements and ensure certification of the completed Housing Element amendment. Identify all obsolete information, tables, exhibits and illustrations. Prepare an analysis of the City's progress towards meeting the identified goals, policies, and programs since the adoption of the current Housing Element in the previous cycle (2014-2021).

**Task 2.2**

Complete a housing assessment and needs analysis pursuant to State housing law. The Consultant will obtain and analyze demographic, economic, infrastructure and housing data needed to complete this task.

**Task 2.3**

Prepare an "adequate sites analysis" showing the relationship between the City's Regional Housing Need Assessment (RHNA) allocation, and the City's dwelling unit capacity, availability of potential housing sites based on zoning, infrastructure, and General Plan policies, requirements, and limitations. If needed, consultant will also work with staff to identify potential zoning strategies to address need for additional housing unit capacity.

**Task 2.4**

Identify programmatic, physical, and financial housing resources available in the City. In addition, Consultant will identify governmental and nongovernmental constraints to housing production. This work will include review of existing city regulations, codes, and standards related to housing. Where constraints exist, the Consultant will propose strategies to address them.

**Task 2.5**

Revise the Housing Element to ensure consistency with other General Plan elements, compliance with State law, and certification by October 2021.

**Task 2.6**

Revise maps and figures in the Housing Element and other elements of the General Plan to ensure consistency throughout the General Plan document.



### **TASK 3. Safety Element Amendment**

#### **Task 3.1**

Review and evaluate the current Safety Element to determine its compliance with State law.

#### **Task 3.2**

Provide list of any corrections that must be made to text and/or exhibits in the Safety Element to bring it into compliance.

#### **Task 3.3**

Work with staff to revise the Safety Element to ensure consistency with other General Plan elements and compliance with State law on an as-needed basis. This scope does not include a comprehensive update of the Safety Element. This task is intended to be minor in scope and only includes an update to portions of the Safety Element as necessary for compliance with State law and consistency with other elements in the General Plan.

### **TASK 4. Community Engagement and Public Hearings**

#### **Task 4.1**

Consultant will propose an appropriate community outreach program that meets State HCD standards and meaningfully engages a broad array of community interests in the Housing Element update process. Consultant is expected to prepare branded outreach materials for distribution and communication/advertising purposes. The community outreach program may include a focus group consisting of internal and external stakeholders that may meet once per month for the entire project schedule. The City expects that the public outreach and engagement will include at least five (5) public meetings/workshops throughout the update process in addition to the commission and council meetings outlined below. Consultant shall submit the outreach program to the City for review, comment, and approval within sixty (60) days of contract engagement.

#### **Task 4.2**

Consultant will prepare or assist in the preparation of draft staff reports, exhibits, and presentations to Planning Commission and City Council. Consultant will also be prepared to attend, in total, a minimum of six (6) public hearings held by the Planning Commission and/or City Council.

Deliverable(s): "Community Outreach Program," draft staff reports, and exhibits.



## **TASK 5. Facilitation of Review and Approval of General Plan Amendments**

### **Task 5.1 Ongoing Staff Review Draft of Housing and Safety Element Amendments**

As work progresses, Consultant will provide drafts of each Housing and Safety element section for review. Consultant is expected to coordinate with City staff to provide adequate time for review and discussion of revisions for each section.

Deliverable(s): Electronic drafts in Microsoft Word Format

### **Task 5.2 First Draft of Housing and Safety Element Amendments**

Consultant will work with City staff to review comments/suggestions on previous versions. Consultant will incorporate revisions and prepare final drafts of the Housing and Safety Element Amendments using Microsoft Word, in the established City format, for public review and comment and will submit draft to HCD as required for review. This will include conducting the proper public outreach and notifying interested parties and agencies.

Deliverable(s): Ten (10) hard copies and one (1) electronic copy in both PDF and Microsoft Word Format

### **Task 5.3 Final Draft of Housing and Safety Element Amendments**

Following public review and comment period, consultant will prepare Final Draft Housing and Safety Element Amendments in response to comments from State HCD, responsible agencies, City staff, the Planning Commission, City Council, and the public.

Deliverable(s): Ten (10) hard copies and one (1) electronic copy in both PDF and Microsoft Word Format, Twenty (20) CD-ROM copies

### **Task 5.4 State Certification and City Adoption**

The Consultant will facilitate state review and certification of the Housing Element. Upon adoption of the Final Draft Housing and Safety Element Amendments by the City Council, the Consultant will prepare a final version of the documents for inclusion in the General Plan document.

### **Task 5.5 Public Noticing**

The Consultant will prepare and carry out the appropriate public noticing and required consultations and notifications for General Plan Amendments per local and State regulations. Consultant shall coordinate with City staff to allow for adequate review and oversight of noticing materials and activities. In addition the consultant is expected to carry out appropriate tribal noticing and consultation in accordance with statutory timelines.

## **TASK 6. Environmental Analysis**

### **Task 6.1 Environmental Determination**

Consultant will conduct an initial environmental review of the project and complete an initial study checklist on the Housing Element and Safety Element Amendments in compliance with local



requirements, California Environmental Quality Act (CEQA) requirements (Public Resources Code 21000 et. seq) and the State CEQA Guidelines (California Code of Regulations, Section 15000 et. seq).

**Please note:** Since the level of environmental review has not yet been determined, the portion of the proposal responsive to Task 6 shall include two scopes of work: one for each of the potential levels of environmental review (Mitigated Negative Declaration or an Environmental Impact Report).

#### **Task 6.2 Draft of Environmental Analysis**

Consultant will prepare a draft environmental document in compliance with CEQA and submit for a minimum 30-day internal staff review period. After City staff provides comments on the draft document, consultant shall update draft to incorporate comments and other technical analysis as needed.

Deliverable(s): Three (3) hard copies, one (1) electronic copy in both PDF and Microsoft Word Format, Twenty (20) CD-ROM copies

#### **Task 6.3 Environmental Noticing, Outreach and Filing**

Consultant will conduct all required outreach, noticing and filing of notices and documents for the environmental review of the General Plan elements update. If necessary, consultant shall produce the Notice of Preparation (NOP) and Notice of Scoping meeting, subject to City staff review. This includes preparing notices and mailings for SB 18 and AB 52 compliance, and completing response to comments. Consultant shall also be responsible for preparing materials for, presenting at, and attending public scoping meeting, if necessary.

Deliverable(s): One (1) hard copy and one (1) electronic copy in both PDF and Microsoft Word Format

#### **Task 6.4 Final Draft of Environmental Analysis**

Consultant will coordinate with City staff to review and consider comments/suggestions received on previous version. After City staff provides comments on the draft document, consultant shall update draft to incorporate comments and other technical analysis as needed (allowing for at least two rounds of review). Consultant will review public comments, incorporate revisions and prepare final draft of environmental document for public review and comment.

Deliverable(s): Twenty (20) hard copies, one (1) electronic copy in both PDF and Microsoft Word Format, Twenty (20) CD-ROM copies

#### **Task 6.5 Adoption**

As needed, Consultant shall prepare final findings of fact and statement of overriding considerations, and provide to City for review prior to distribution. Prepare and submit required filings with State agencies and County Recorder's Offices.

Deliverable(s): One (1) hard copy and one (1) electronic copy in both PDF and Microsoft Word Format



## **BILLING METHOD**

The project budget shall be broken down into milestones to be completed. Billing method will be based on the completion of milestones, and have a “not-to-exceed” amount specified for each milestone in the budget. Additional work may be completed in addition to the work scope on a time plus materials basis. Billing will occur monthly, and invoices shall show movement towards each milestone and number of hours worked. Billing for each milestone shall not exceed the budget plus 10% contingency amount allocated for each milestone.

## **TIMELINE**

The project will be managed by the Advanced Planning Team in the Beverly Hills Community Development Department. Staff from additional departments will also provide input throughout the process. The City anticipates that work will commence in November 2019.

## **5.0 SPECIFICATIONS FOR SUBMITTAL**

Respondents shall provide their understanding of the project, identify proposed team members, and explain the responsibilities of each team member, including who will be the project manager (if the project manager will be different for different tasks/phases of the project, please specify). Proposals should include sufficient detail to allow a thorough evaluation and comparative analysis of all members on the team.

For every member of the proposed team that is to work on the project, including any sub-consultants or other experts that the team proposes to engage for the project, provide a statement of qualifications including, at a minimum, the following information organized into sections:

### **1. Format**

- Please submit one cover letter and eight (8) copies of the submittal packet formatted to standard letter-sized paper, and one electronic PDF copy (submitted via flash drive).

### **2. Work Proposal**

- Provide a detailed proposal for completing each milestone of the work as described, including the following:
  - Synopsis of the project based on the description and your team’s experience working on General Plan element updates, with the City of Beverly Hills or other cities in the Greater Los Angeles region or SCAG (Southern California Association of Governments) region.
  - Detailed step-by-step break down of tasks with responsible person, anticipated time to complete, cost estimates, and deliverables.
- Estimated/proposed timeline for the entire project.
  - Provide a flow chart depicting overall project schedule, milestones, community meetings, commission hearings, and city council hearings.
    - Identify focus of each meeting, personnel who will be in attendance, and expected cost.



- List and description of all final products.

### **3. Project Team**

- Indicate whether the project team is a group of individuals or a firm(s).
- Identify the key staff person responsible for general project management for each phase of the project.
- Identify the key staff person responsible for management of the CEQA compliance functions.
- All project team member names, resumes and professional titles including all professional credentials and degrees, names and addresses of institutions that granted the credentials and degrees and dates they were granted.
- Describe the specific responsibility each team member will have to the project.
- If respondent is a firm, describe how the firm is organized and how resources will be utilized for this project.
- Describe current workload for each team member.

### **4. Experience on Similar Work**

- Detail previous experience updating, amending General Plan elements (especially Housing Elements) or similar activities.
- Detail previous experience preparing CEQA documentation, including but not limited to documentation for housing and safety element updates
- Indicate how the team's experience relates to the Project Description.

### **5. Public Outreach**

- Detail previous experience working with the public, commissioners, and decision-makers. Describe examples of public outreach efforts used in past projects.
- Provide an overview of the public outreach strategy to be utilized for this project, including outreach platforms and activities.
- Provide, if available, examples of previous outreach campaigns for similar projects.

### **6. Work Product Examples**

- Include as an appendix, relevant examples of completed work products for each member of the consultant team and all sub-consultants or other experts that the team intends to engage on this project. Work samples will be returned if requested.
  - Specifically, provide work samples related to the use of infographics and communication/outreach tools.

### **7. References**

- List five public sector clients including three of the most recent and relevant and with whom similar, comparable services have been performed. Provide name, mailing address, and telephone number of the principal contact. If there are multiple firms included in the proposal, include five references for each firm.
- Provide a brief description of the service provided and the dates of the work provided.



## 8. Fee Schedule

- Please submit a schedule showing estimated costs for each milestone of the project, and hourly billing rates for all members of the team. This schedule shall include a 10% contingency billing amount of the overall cost for each milestone to accommodate any unanticipated activities or time necessary to achieve the milestone.

**Please note:** Any substitution of key personnel during the project shall require the prior approval of the City and submittal of the above information for the proposed new team members for City review.

### **Submit Proposals as follows:**

Firms wishing to be considered responsive to this RFP, must submit eight (8) hard copies, and one (1) electronic PDF copy (saved on a flash drive) of their proposal in a sealed envelope **no later than Thursday, October 17, 2019; until 2:00 p.m.** The envelope should be clearly marked as shown below:

RFP-19-270-02

Proposal for Housing Element and Safety Element Update Services

Attention: Timothea Tway, AICP, Senior Planner

C/o Office of the City Clerk, Room 290

455 North Rexford Drive

Beverly Hills, California 90210

### **Submit Questions to:**

TIMOTHEA TWAY, AICP, SENIOR PLANNER

[ttway@beverlyhills.org](mailto:ttway@beverlyhills.org)

**LATE OR INCOMPLETE SUBMITTALS WILL NOT BE ACCEPTED.**

## **6.0 EVALUATION PROCESS AND CRITERIA**

The City's review process will emphasize the following criteria:

- A. Demonstrated understanding and ability to complete the project;
- B. Background and experience of the project team, including individual team members and sub-consultants assigned to various tasks;
- C. Project management approach;
- D. Response to all components of RFP;
- E. Proven track record for completing similar projects on time and within budget; and.
- F. Cost



Submittals will be evaluated by a review panel consisting of City staff. The City will provide the answers to any questions submitted by an interested party, pursuant to the schedule below, to all parties that have indicated interest in the RFP. After the closing date, the City will hold oral interviews and select a firm; after which a negotiated contract will be presented to the City Council for approval. Work will commence as soon as the contract is approved.

## **7.0 TENTATIVE PROPOSAL EVALUATION SCHEDULE**

The City has established the following target dates for evaluation and scheduling purposes. The following dates are tentative, non-binding, and are subject to change without prior notice.

RFP Release .....	September 16, 2019
Deadline for Proposers to Submit Questions.....	September 26, 2019
Anticipated Deadline for City to Respond to Questions.....	October 7, 2019
Proposals due and received by:.....	October 17, 2019
Recommend City Council to award.....	Early November 2019
Anticipated Work Start Date.....	Late November 2019

## **8.0 GENERAL TERMS AND CONDITIONS**

The City of Beverly Hills shall not, in any event, be liable for any pre-contractual expenses incurred by the proposer. Pre-contractual expenses are defined as expenses incurred by the proposer in:

1. Preparing the response to this Request for Proposal.
2. Submitting the proposal to the City.
3. Negotiating with the City in any matter related to this proposal.
4. Any other expenses incurred by proposer prior to the date of the executed agreement.

The City of Beverly Hills reserves the right to reject any and all proposals. Further, the City makes no representations that any agreement will be awarded to any proposer responding to this RFP.

The City reserves the right to cancel the services at any phase or at any point in any phase and pay the Consultant only for costs of services satisfactorily performed and incurred to that date. All data, documents and other products used or developed during the course of facilitating the services will remain the property of the City.

### **8.1 Contract between Consultant and City**

The City will prepare a contract for implementation between the Consultant and the City. See **Attachment A** for a sample of the City's professional services contract. Please indicate in your proposal any exceptions taken to the requirements of the agreement.



## **8.2 Late Proposals**

It is the Consultant'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.

## **8.3 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 office prior to the closing time for receipt of proposals. Proposals cannot be changed or withdrawn after the time designated for receipt.

## **8.4 Rejection of Proposals**

The City reserves the right to reject any and all proposals received in response to this RFP and to waive any informality in any proposal if it is determined to be in the best interest of the City to do so.

## **8.5 Proposal Validity Period**

Submission of a proposal will signify the proposer's agreement that the proposal, and contents thereof, are valid for ninety (90) days following the submission of the proposal.

## **8.6 News Releases**

News releases pertaining to the award of any contract resulting from this RFP shall not be made without prior approval of the City. The City's name and shield shall not appear on customer lists, advertising or other materials used to promote the Consultant's services without prior written approval of the City.

## **8.7 Closing**

The City reserves the right to accept or reject any and all proposals, waive any defects or irregularity, modify the proposal terms or the selection process or negotiate a contract, along with a revised Scope of Work, schedule and fees with the Consultant. The City reserves the right to eliminate or add tasks identified in the Scope of Work with a corresponding reduction or increase in the fee. Staff shall present its recommendation to the City Council and is subject to its approval.



## ATTACHMENT A

### PROFESSIONAL SERVICES CONTRACT TEMPLATE

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND [CONSULTANT'S NAME] TO PROVIDE  
CONSULTING SERVICES FOR HOUSING ELEMENT AND  
SAFETY ELEMENT UPDATE

NAME OF Consultant: (insert name of consultant)

RESPONSIBLE PRINCIPAL OF Consultant: (insert name, title of resp principal)

Consultant'S ADDRESS: (insert street address)  
(insert city, state, zip code)  
Attention: (insert dept. head name, title)

Consultant's E.I.N. / Tax I.D. No. (insert consultant I.D.)

City'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: [Dept. Head's Name, Title]

COMMENCEMENT DATE: (insert commencement date)

TERMINATION DATE: (insert termination date)

CONSIDERATION: Not to exceed \$ insert amount (based on the rates  
set forth in Exhibit B)



AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND [CONSULTANT NAME] TO  
PROVIDE CONSULTING SERVICES FOR HOUSING ELEMENT AND SAFETY  
ELEMENT UPDATE

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and [CONSULTANT Name], (hereinafter called "Consultant").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon the Commencement Date or upon a written receipt of a notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONSULTANT for the services and/or goods provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B.

(b) Expenses

The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.



(c) **Additional Services.** CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. **Method of Payment.** CITY shall pay CONSULTANT said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. **Independent Contractor.** CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. **Assignment.** This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. **Responsible Principal(s)**

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. **Personnel.** Any substitution of key personnel during the project shall require the prior approval of the City and submittal of the above information for the proposed new team members for City review.

Section 9. **Permits and Licenses.** CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. **Interests of CONSULTANT.** CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. **Insurance.**

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single



limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance

A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONSULTANT shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured.

(f) CONSULTANT shall provide CITY with thirty (30) days prior written notice if the policies required under this Agreement will be canceled or reduced. All of the policies required under this Agreement shall state that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(g) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.



(h) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

(i) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONSULTANT and its insurance carriers.

Section 12. Indemnification.

(a) CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

(b) All duties of CONSULTANT shall survive termination or expiration of the Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONSULTANT shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, with respect to all matters covered under this Agreement for five (5) years after receipt of final payment by City under the Agreement. Consultant shall make all such records and documents available for inspection, copying, or other reproductions, and auditing by authorized representatives of City, including the City Manager or designee, free of charge. Consultant shall



make available all requested data and records at reasonable locations within the County of Los Angeles at any time during normal business hours, and as often as City deems necessary. If records are not made available within the County of Los Angeles, Consultant shall pay City's travel, hotel and meal costs to the location where the records are maintained. Consultant must include this provision in all subcontracts made in connection with this Agreement. This provision shall survive the termination of the Agreement.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 24. Severability. Invalidity of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, at Beverly Hills, California.



CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor of the City of Beverly Hills, California

ATTEST:

\_\_\_\_\_(SEAL)  
HUMA AHMED  
City Clerk

CONSULTANT:

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

APPROVED AS TO FORM

APPROVED AS TO CONTENT

\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

\_\_\_\_\_  
GEORGE CHAVEZ  
City Manager

\_\_\_\_\_  
SUSAN HEALY KEENE, AICP  
Director of Community Development

\_\_\_\_\_  
SHARON L'HEUREUX DRESSEL  
Risk Manager

EXHIBIT A  
SCOPE OF WORK

Consultant shall perform the following services:

[Describe the services in detail. Include schedule for deliverables and/or services]:

## **EXHIBIT B**

### **SCHEDULE OF PAYMENT AND RATES**

CITY shall compensate CONSULTANT for the satisfactory performance of services in accordance with this Agreement, and to the standard of the industry for such work, on an hourly basis utilizing the rate schedule shown in this Exhibit B. Compensation shall be in an amount not to exceed \$XXXX Dollars (\$XXXX) including labor, taxes, and expenses.

CONSULTANT shall provide services as described in Exhibit A at the written request of CITY. Compensation for such services performed shall be at the hourly rates set forth below:

<b>Personnel Classification</b>	<b>Hourly Rates</b>

CONSULTANT shall submit an itemized statement to CITY for its services performed. Invoice shall include documentation setting forth, in detail, a description of the services rendered. CITY shall pay CONSULTANT the undisputed amount of such billing within thirty (30) days of receipt of same.

## EXHIBIT C

### CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

A.

B.

C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> Consultant'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Consultant agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of Consultant's officers, employees, agents or others employed by Consultant while engaged by Consultant in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

TITLE: \_\_\_\_\_

AGENCY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

RM02.DOC REVISED 10/14/96.