

CITY COUNCIL

Jeffrey T. Cobb, Mayor
Terry Taylor-Vodden, Vice Mayor
Larry Domenighini, Council Member
Lawrence Mello, Council Member
Gary L. Hansen, Council Member

CITY MANAGER
Steve Holsinger

CITY CLERK
Natalie Butler



201 North Lassen Street
Willows, CA 95988
(530) 934-7041
www.cityofwillows.org

CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, February 25, 2014

7:00 p.m.

1. Call to Order Willows City Council Regular Meeting - 7:00 p.m.
2. Pledge of Allegiance
3. Roll Call
4. **Agenda Review: (Requested Changes by Council or Staff).**
 - a) Consider acceptance, by motion, of City Council February 25, 2014, Agenda.
5. **Presentations & Proclamations:**
 - a) Mr. William Sites will give a presentation about a project to install dog waste bag dispensers in Sycamore Park in an effort to obtain the rank of Eagle Scout with Troop 57. Council should provide direction, by motion, on whether or not to allow this project to take place.
 - b) Alan Schauer will give an update on the 2014 Egret and Heron Deterrence Program.
6. **Public Comment / Written Communications:** Members of the public wishing to address the Council on any item(s) *not on the agenda* may do so at this time when recognized by the Mayor/Vice Mayor; however, no formal action will be taken unless placed on a future agenda. *(Public Comment is generally restricted to three minutes).*
7. **Consent Agenda:** Consent items are considered to be routine by the City Council and will be enacted in one motion. There will be no separate discussion on these items unless a Councilperson or citizen requests, in which event the item will be removed from the consent agenda.
 - a) Consider approval of General, Payroll & Direct Deposit Check Registers.
 - b) Consider approval of the City Council Minutes for the regular meeting held on January 28, 2014.
8. **Public Hearings:** None
(Persons wishing to speak during a Public Hearing are asked to approach the microphone to address the Council and limit comments to three minutes. Although not required, it is also requested that you please state your name for the record).
9. **Ordinances:** None
10. **Items introduced by City Council or Administrative Staff for discussion purposes only:**

11. New Business:

- a) Adopt a Resolution approving the award of a consultant services agreement for a Housing Conditions Survey and authorizing the City Manager to sign the contract on behalf of the City.
- b) Adopt a Resolution approving the award of a consultant services agreement to prepare a Housing Element Update and authorizing the City Manager to sign the contract on behalf of the City.

12. Council Member Reports:

13. Executive Session: None

14. Adjournment:

CERTIFICATION: Pursuant to Government Code §54954.2 (a), the agenda for this meeting was properly posted on or before February 21, 2014.

A complete agenda packet, including staff reports and back-up information, is available for public inspection during normal work hours at City Hall or the Willows Public Library at 201 North Lassen Street in Willows or on the City's website at www.cityofwillows.org.

In compliance with the Americans with Disabilities Act, the City of Willows will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's office at 934-7041 to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

The City of Willows is an Equal Opportunity Provider

AGENDA ITEM

February 25, 2014

TO: Steve Holsinger, City Manager
FROM: Skyler Lipski, Parks & Public Works Director
SUBJECT: Dog Waste Bag Dispensers in Sycamore Park

RECOMMENDATION

Provide direction on whether or not to allow dog waste bag dispensers to be installed in Sycamore Park.

SUMMARY

Mr. William Sites has approached staff with request to install three (3) dog waste bag dispensers at Sycamore Park in an effort to obtain the rank of Eagle Scout with Troop 57. Please see Exhibit A attached for more information.

FINANCIAL CONSIDERATIONS

Estimated new expense of about \$76/year for bags.

RECOMMENDATION

Provide direction on whether or not to allow dog waste bag dispensers to be installed in Sycamore Park.

Respectfully submitted,



Skyler Lipski
Parks & Public Works Director

Approved by,



Steve Holsinger
City Manager

Attachments:
Exhibit A (4 pages)

Natalie Butler

From: Steve Holsinger <sholsinger@cityofwillows.org>
Sent: Tuesday, February 18, 2014 8:41 AM
To: 'Skyler Lipski'
Cc: 'Natalie Butler'
Subject: RE: Staff Report - dog bag dispensers

Importance: High

Thanks Skyler, I don't think a Resolution will be necessary, we will place it on the agenda as a Presentation with required Approval of the City Council and therefore he can explain the purpose of the project under presentations and then allow the CC to discuss and approve or deny the request. Make sure he is coming the mtg on the 25th and that he understands he must make a presentation to the Council...

Thanks
Steve H

From: Skyler Lipski [<mailto:slipski@cityofwillows.org>]
Sent: Tuesday, February 18, 2014 7:59 AM
To: 'Steve Holsinger'
Cc: 'Natalie Butler'
Subject: Staff Report - dog bag dispensers

Good Morning Steve,

Should this item include a resolution?

Skyler

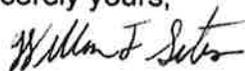
FROM THE DESK OF
WILLIAM SITES

January 30, 2014
Skyler Lipski
Deputy Public Works Director
City of Willows
201 N. Lassen
Willows, CA 95988

Dear Mr. Lipski,

My name is William Sites, and I am working on the rank of Eagle Scout with Troop 57. For my project I propose to install 3 dog waste bag dispensers at Sycamore Park Willows, CA. I will provide the first installation of bags and assume the city will take over. The dispensers will cover the North, West, East, and South entrances. (See enclosed map, dispensers marked by red circle). The boxes will be made out of 1/16 inch metal and designed and cut out on the plasma cam at the Willows High School welding shop. Each dispenser will hold a roll of 50 17"by17" bags from JC Nelson Supply Co. in Chico, CA. We found the bags at JC Nelson Supply Co the cheapest and best all around bags for all sizes of dog waste. The same bags are used at parks in Chico, for their dog waste dispensers. Dog waste is very harmful to children, adults, dogs and contaminates the ground and the dispensers will help keep Sycamore Park clean and give people the incentive to pick up their dog waste.

Sincerely yours,



William Sites

JC Nelson Supply CO.

: Liners 17",17" 4 MIL BLK Bag

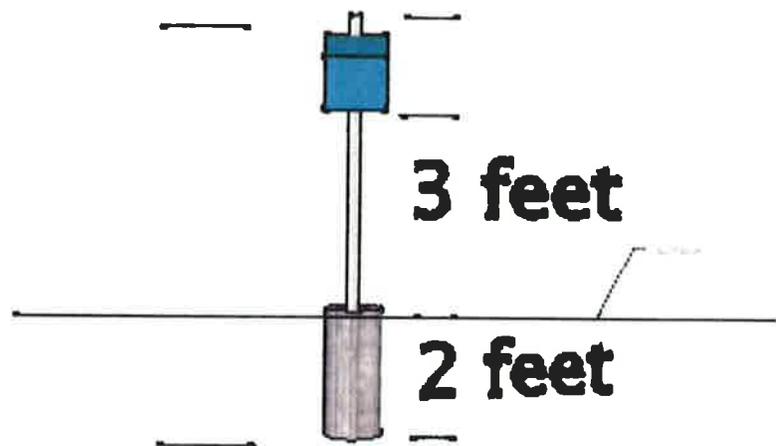
:1 container = \$21.00

:20 rolls in a container

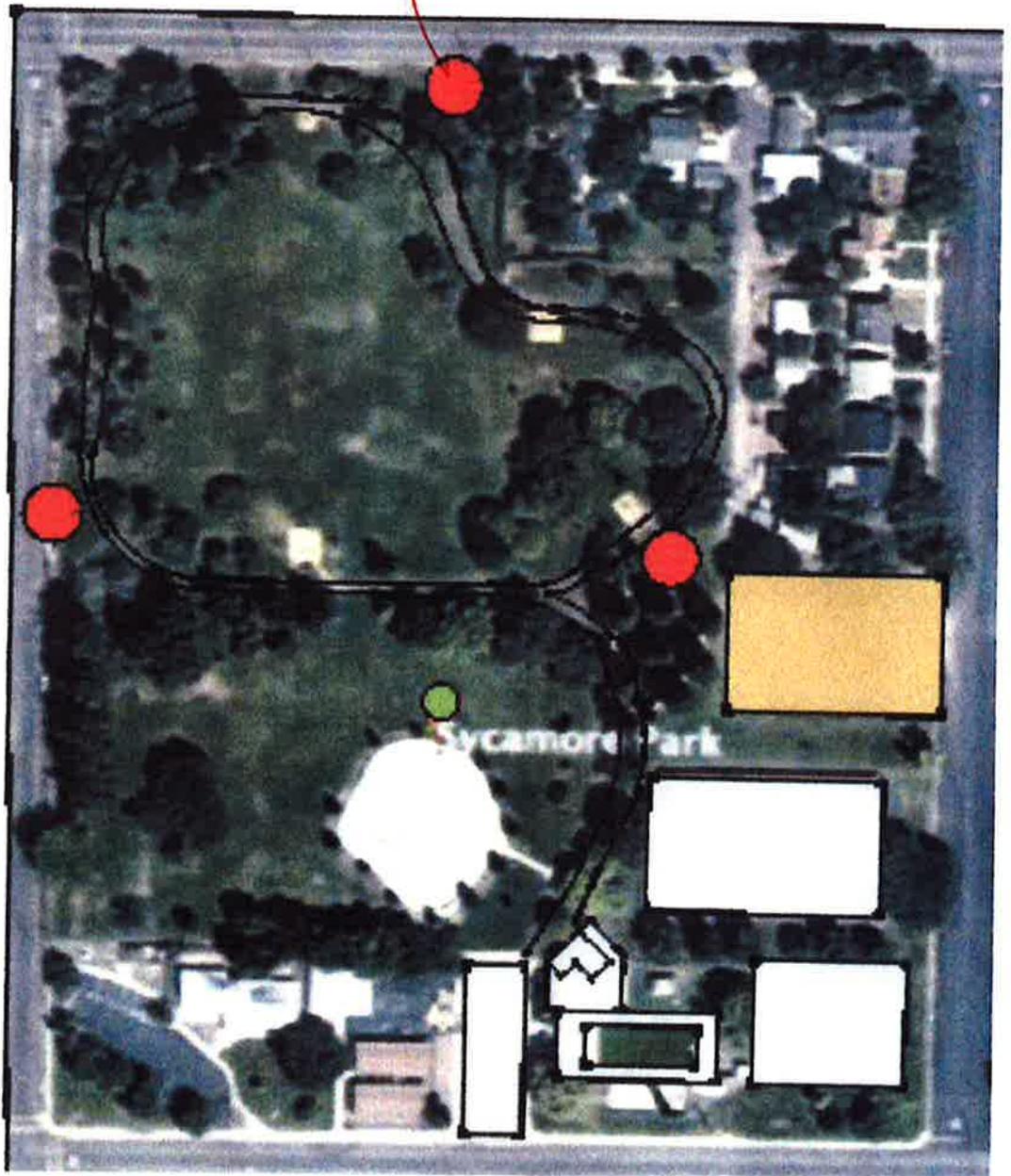
:50 bags on each roll .02 cents a bag and
\$1.05 a roll

Estimate per year: If 300 bags are used
each month it will be 3600 per year so that
will be 72 rolls of bags, that will cost \$76
dollars per year.

Installation



INSTALLATION
SITES



Natalie Butler

From: Schauer/Alan/Pat <aschauer@peoplepc.com>
Sent: Thursday, February 13, 2014 1:29 PM
To: Natalie Butler
Subject: Egret and Heron Deterrence, 2014

TO: THE WILLOWS CITY COUNCIL
FROM: ALAN SCHAUER, 262 S. ENRIGHT AVE, WILLOWS
DATE: FEB 13, 2014
SUBJECT: EGRET AND HERON DETERRENCE IN 2014

In 2012 and previous years, there was considerable success deterring the birds from specific locations by removing or trimming trees and by using noise and other methods. Unfortunately, the birds would relocate to other locations in town the following year. In 2013 a team of volunteers tried a city-wide approach using noise and other techniques at every location in town at which the birds started to nest.

This approach was 100% successful on the snowy egrets but perhaps only 75% effective on the night herons because the team started deterrence too late in the spring to completely prevent heron nesting. As confirmed by aerial reconnaissance on July 12th, 2013 no egrets nested in town, but the reconnaissance flight did reveal large egret colonies at four locations out of town. Heron nesting seems to be a prerequisite to nesting attempts by egrets at any particular site, so some herons will be back in town in 2014 and will bring some egrets with them after a time delay of two to six weeks. Total bird numbers in 2014's invasion should be reduced by at least half, however, because of 2013's deterrence efforts.

The 2013 anti-egret effort ran from April 15th to July 3rd, expending about 275 man-hours of volunteer labor and \$150 in supplies. Additional costs were borne by the County to trim trees in Memorial Park. Ten nesting sites, that is, potential nesting colonies, required twice daily monitoring with deterrence measures as necessary for that two and a half month period during which the volunteers were active. As noted above, some night herons had already established nests by April 15th, so deterrence in 2014 should start on March 15th.

Since the birds pose public safety, public health, and property damage problems, the responsibility for their deterrence should rest with the Willows Police Department. Volunteers are not a reliable workforce; they lack the unsurpassed intelligence network of the Police Department, lack the 24/7 coverage of the community, and often lack the time to do the job.

The assets that the Police Department brings to the deterrence chore are considerable -- a disciplined workforce, 24/7/365 coverage of the community, a developed community intelligence network, an instantaneous communications network, multiple units often in operation, and mobile noise generating equipment. Some officers may even see bird deterrence as job enrichment.

A small commitment of police officer training in bird detection and deterrence would assure a safer, healthier town with less property damage. Volunteers and the Willows Fire Department could also be deployed as the Police Department sees fit.

I was a member of the 2013 team of volunteers, but I will be relocating out of state in 2014. I can, however, be available in mid-March for police officer training.

Submitted by Alan Schauer, 934-8228

MINUTES OF THE WILLOWS CITY COUNCIL REGULAR MEETING HELD

January 28, 2014

1. Mayor Cobb called the meeting to order at 7:00 p.m.
2. **PLEDGE OF ALLEGIANCE:** Council Member Taylor-Vodden led the Pledge of Allegiance.
3. **ROLL CALL:**
Present: Domenighini, Taylor-Vodden, Mello, Hansen & Mayor Cobb
Absent: None
4. **Agenda Review:** It was **moved** by Council Member Hansen and **seconded** by Council Member Domenighini to accept the January 28, 2014 agenda as presented. The motion unanimously passed.
5. **Presentations & Proclamations:** None
6. **Public Comment/Written Communications:** None
7. **Consent Agenda:**

It was **moved** by Council Member Hansen and **seconded** by Council Member Mello to approve the Consent Agenda as presented. Council Member Domenighini stated that he had not received a copy of the General, Payroll and Direct Deposit Check Registers. The City Clerk provided him with a copy and upon completion of his review, the motion passed, with Mayor Cobb abstaining on item 7(b) as he was not present at the January 14 Meeting. The following items were approved/adopted:

- a) Approval of General, Payroll and Direct Deposit Check Registers (General Checks 26957-26978; No Direct Deposit since the last meeting; No Payroll Check run since the last meeting)
 - b) Approval of the Regular City Council Meeting Minutes of January 14, 2014.
8. **Public Hearings:** None
 9. **Ordinances:** None
 10. **Items introduced by City Council or Administrative Staff for discussion purposes only:**
 - a) Discussion on potential future actions concerning a complaint resolution process:

The City Manager presented this item to the Council explaining that this was an item that was continued from this past August 13th. He stated that the Minutes of that meeting were 13 pages long and the 9 of those pages were dedicated to this topic. There was a rather lengthy discussion by the Council at that meeting about whether or not there was a need for a formal complaint

process. There were several drafts that were given to the Council and there was limited comments or feedback provided back to City Staff. At the time there was a discussion about perhaps having a very simple Complaint or Suggestion box placed in City Hall with a very simple form that could be utilized to see if there was really a need to implement a formal complaint process. At that time it was the pleasure of the Council to table this item for six months and if it was necessary to have it return for discussion on a future agenda. Five months has now elapsed and Staff wants to bring it back for discussion. It would now have to be at the direction of the Council whether or not to place this item on a future agenda, which would be in the six month time-frame. The City Manager stated that in August he explained that he never believed there to be a need for a formal complaint process because it was his belief that the City already had processes in place and that all of the comments or requests that the City receives are addressed in a timely manner. City Staff crafted a simple cardboard box that has been on the Front Counter at City Hall since September, so it has been there for at least a full quarter. There was a simple "Comments/Complaints/Suggestions/Solutions" form that was placed next to box for customers to complete and place in the box, and to this date, not one person has completed a form and placed it in the box. The only thing that is in the box currently is a request written on a Post-It note from a clever employee, asking for a soda machine and that request has been fulfilled. Other than the one Post-It note, nothing else has been placed in the Complaint box. The City Manager stated if there was no objection on the part of the Council, his recommendation would be to for the City to continue utilizing that box with the form that was provided, periodically checking it for another year to see if it bears fruit or if there is a need for a formalized complaint process and revisit this item in another year.

Council Member Hansen asked if the form is also on the City's website. The City Manager stated that off the top of his head, he doesn't think it is, but it can easily be added. Council Member Hansen stated that he is comfortable with the current process that is in place and he would like to see the form posted on the website also.

Council Member Mello suggested that the Suggestion Box be moved from the main counter at City Hall to the table at the front entry door to City Hall or to bolt the box to the wall in the Foyer. He believes it is intimidating to have the Suggestion Box at the main counter. He believes that if there are no suggestions or complaints for an entire year, which would be fine because there are 5 City Council Members that Citizens can contact. A Citizen can always get a hold of him at P.O. Box 123. He said he hasn't really received any complaints from Citizens so far, but mostly he has just heard people vent. He also agrees that the form should be placed on the website as well. He would also like to have a regular, professional looking box rather than just a cardboard box, as he believes this is professional organization and we should have a more professional looking box.

Council Member Domenighini likes the idea keeping the Suggestion Box for another year and also would like to see the box moved to the Front Foyer.

Council Member Taylor-Vodden stated that she never thought having a complaint process was even necessary to begin with. The City has full-time staff that is available to address complaints. At one point the Council talked about only holding one meeting a month and having a more lengthy agenda, but at that time the Council decided that having two meetings a month gave them a good public forum and gave them plenty of opportunity to have public input. She just thinks it's not necessary and it allows more opportunity to receive crank complaints or what she would not consider to be a legitimate comment. She believes we are doing this for the wrong reasons and trying to follow somebody else's lead who believed the Council needed to have something in place and she believes it has obviously not panned out to be needed or necessary. But just the case that somebody believed that the Council was not being sufficiently promotional towards complaints, she just simply doesn't like it and she would be happy to do away with it completely, but she will understand if the rest of the Council wants to go forward with it.

Mayor Cobb concurred with Council Member Taylor-Vodden. He believes that this has been a waste of time, as there has not been one complaint received by the City since the box has been put out. Every complaint that he has received since he has been on the Council that has been provided in written form or discussed in open forum has been addressed and dealt with. He also doesn't agree with placing the box in the front Foyer, as he believes this only invites an opportunity to put bubble gum wrappers and other trash in the box.

Rather lengthy discussion continued among the Council on this topic and it was ultimately the majority consensus of the Council to move the existing cardboard Suggestion Box to the front foyer until such time as a professional box is obtained. Staff will then place the new box in the foyer and will then place the cardboard box back at the front counter, thus having two boxes.

11. New Business:

a) Annual Audit of City of Willows Financial Statements:

The City's CPA, Roy Seiler, has completed the annual audit of the financial statement for the City of Willows and gave his report. Mr. Seiler stated that the audit went well and there were no major issues and only a few minor adjustments. The City's General Fund is doing better than it has in past years. There was a \$107K surplus this last year due to a combination of increased revenues and budget savings. He thinks everybody involved is doing their best to keep things as trim as possible without affecting the quality of City Services. The entire financial statement document was prepared by the Finance Director and Mr. Seiler simply verified the contents of the document for accuracy. Council discussion ensued and the Finance Director answered questions of the Council. Upon concluding the discussion, it was **moved** by Council Member Hansen and **seconded** by Council Member Taylor-Vodden to accept the audited financial

statement of the City of Willows as of and for the fiscal year ending June 30, 2013. The motion unanimously passed.

b) City Surplus:

The Public Works, Police, Library and Fire Departments have identified city property that is no longer used or which has become obsolete or worn out. Pursuant to Willows Municipal Code 3.05.120, staff is requesting the City Council declare the items as surplus and direct staff to sell or dispose of by sealed bid, auction or other method. Each department request the proceeds from surplus go back into their respective budgets. It was **moved** by Council Member Taylor-Vodden and **seconded** by Council Member Hansen to adopt a Resolution declaring certain City-Owned property to be surplus and authorizing the sale or disposal of same pursuant to the Willows Municipal Code.

c) Establish date and time of a Special Mid-Year Budget Review Meeting:

The date and time that the Special Mid-View Budget Review Meeting will take place is March 11 at 10:00 a.m.

12. Council Member Reports:

Council Member Domenighini gave a report on the Transit & Transportation Commission and an update on Library events. He also reported that he attended the 4-H dinner and the Fire Department Installation Dinner.

Council Member Taylor-Vodden attended the Economic Development Workshop on January 16 and she also attended a GWIL meeting last evening. She attended the Cities & County Economic Development Steering Committee last Thursday.

Council Member Hansen reported that he attended the Fire Department Installation Dinner and the 4-H Dinner. He also gave a report of the Transit and and Transportation Commission.

Council Member Mello announced there would be a Flea Market hosted by the Veterans at the Veterans Memorial Hall this weekend. He also announced that he is trying to get a bowling team formed to hold a "Willow vs. Orland" bowling tournament and anybody who is interested can contact him.

Mayor Cobb thanked Vice Mayor Taylor-Vodden for running the last Council Meeting when he was not available to do so. He stated that unfortunately he was unable to attend the Fire Department Installation Dinner but he did attend the 4-H Dinner.

Hearing no more reports, Mayor Cobb and the Council entered into Closed Session at 8:02 p.m.

13. Executive Session: Pursuant to California Government Code Sections 54950 et seq., the City Council held a Closed Session. More specific information regarding this closed session is indicated below:

- a) PERFORMANCE EVALUATION – Pursuant to Government Code § 54957 (b) (1)
TITLE: City Manager

14. **Report-Out from Executive Session:** Mayor Cobb and the Council convened back into open session at 9:03 p.m. and announced that no reportable action was taken by the Council.
15. **Adjournment:** Mayor Cobb adjourned the meeting at 9:04 p.m.

Dated: January 28, 2014

NATALIE BUTLER

City Clerk

The City of Willows is an Equal Opportunity Provider

AGENDA ITEM

February 25, 2014

TO: Honorable Mayor Cobb and Members of City Council

FROM: Karen Mantele, Principal Planner

SUBJECT: Award of consultant services agreement to prepare a Housing Conditions Survey not to exceed \$31,435

RECOMMENDATION

Adopt the attached resolution approving the award of a consultant services agreement for a Housing Conditions Survey authorizing the City Manager to sign contract on behalf of the City.

BACKGROUND

The City Council at their April 9, 2013 meeting approved a resolution to submit a grant application for funding to the State of California, Department of Housing and Community Development (Department) known as the State Community Development Block Grant (CDBG) Program to conduct a citywide Housing Conditions Survey (HCS) On April 13, 2013 the City of Willows applied for the grant funding.

The City was notified by the State in September 2013 that the City was awarded \$35,000 to prepare the Survey.

In January 2013 the City sent out Request For Proposals to nine firms requesting proposals to conduct the Survey. The RFP was legally noticed twice in the local newspaper and was made available for the public on the City's website. As a result of the efforts, the City received one (1) proposal response to the RFP from PMC (Pacific Municipal Consultants) for a cost of \$31,435 to conduct the Survey. The State allows for the City to accept this bid and to comply with Procurement procedures, staff will document this through the required "cost analysis" that will be forwarded to the State.

SUMMARY

This HCS will be used to assess current housing conditions throughout the City to establish the need for housing rehabilitation for the purpose of benefiting low-and moderate income homeowners of single-family and multi-family residences /units. The results will provide detailed documentation and analysis of exterior housing conditions and the geographic locations of those housing units in need of rehabilitation and will also comply with a current Housing Element goal to ensure quality, safe, and livable housing stock in the City.

The data from the survey will assist elderly and low-and moderate-income homeowners with housing preservation and with eliminating any health and safety issues the units may have. The survey of the units will be documented on tablet computers producing an overall point rating of the condition of the units. A parcel by parcel survey will be carried out with the preparation and processing of the draft and final documents. The results will be mapped and tabulated using GIS software to record the housing conditions on a parcel-by-parcel basis and facilitate the tabulation of citywide data by occupancy status, census tract, and block group level.

FINANCIAL CONSIDERATIONS

State CDBG statute (Health and Safety Code, Section 50833) requires each applicant to contribute a percentage of cash match towards grants. The City Council approved a commitment of \$1,750.

ALTERNATE ACTIONS

No alternatives are recommended.

RECOMMENDATION

Adopt the attached resolution approving the award of a consultant services agreement to PMC for a Housing Conditions Survey not to exceed \$31,435, authorizing the City Manager to sign agreement on behalf of the City

Respectfully submitted,



Karen Mantele
Principal Planner

Approved by:



Steve Holsinger
City Manager

Attachments:

- 1) Draft Resolution
- 2) Draft Consultant Services Agreement

RESOLUTION No. ____-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS APPROVING A CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY AND PACIFIC MUNICIPAL CONSULTANTS (PMC) FOR CONSULTANT SERVICES TO PREPARE A CITYWIDE HOUSING CONDITIONS SURVEY UTILIZING FUNDING FROM THE 2013 CDGB SUPER NOFA GRANT AWARD PLANNING AND TECHNICAL ASSISTANCE (PT/A) COMMUNITY DEVELOPMENT ALLOCATION OF THE STATE CDBG PROGRAM NOT TO EXCEED \$31,435 AND AUTHORIZING THE CITY MANAGER TO SIGN SAID AGREEMENT ON BEHALF OF THE CITY

WHEREAS, funding was made available from the State Department of Housing and Community Development (HCD) through the release of the SUPER NOFA on January 8, 2013, and;

WHEREAS, the City of Willows submitted a grant application to HCD on April 13, 2013 for up to \$35,000 for the preparation of a Housing Conditions Survey; and

WHEREAS, on September 12, 2013 the City Council of the City of Willows was notified by the State of award of grant funds in the amount of \$35,000, and,

WHEREAS, on January 23, 2014 the City released a Request For Proposals (RFP) to nine qualified firms to conduct a Housing Conditions Survey; and

WHEREAS, on February 13, 2014 the City received one proposal from PMC to prepare the Survey at a cost of \$31,435, and

WHEREAS, the City Council finds that the agreement is considered exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15262, Feasibility and Planning Studies; and

WHEREAS, the City did approve the use of Community Discretionary Funding Sources in the amount of \$1,750 to be used as the City's required match for this grant, and

WHEREAS, the City Council has reviewed all evidence submitted in connection with the service agreement, including public testimony, staff report, supporting documentation, and all other relevant documents and evidence which are part of the record of proceedings.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Willows does hereby approve the services agreement between the City of Willows and PMC, attached and incorporated by this reference as Attachment 2, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign this services agreement and act on the City's behalf in all matters pertaining to this agreement.

IT IS HEREBY CERTIFIED that the foregoing Resolution No, ____ was duly introduced and legally adopted by the City Council of Willows at its regular meeting held on this 25th day of February, 2014, by the following vote:

AYES in favor of:
NOES:
ABSENT:
ABSTAIN:
APPROVED:

ATTESTED:

Jeffrey T.Cobb, Mayor

Natalie Butler, City Clerk

SERVICES AGREEMENT

THIS AGREEMENT, effective as of the ____ day of _____, 2014, by and between the CITY OF WILLOWS, hereinafter referred to as "CITY" and PACIFIC MUNICIPAL CONSULTANTS (PMC), hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY desires planning and technical services for the preparation of a Housing Conditions Survey, funded with a 2013 HCD/CDBG Program grant (13-CDBG-8939), and

WHEREAS, the CONSULTANT is qualified and experienced to provide such consulting services; and

NOW, THEREFORE, said CITY and said CONSULTANT, for the considerations hereinafter and set forth, mutually agree as follows:

ARTICLE 1 CONSULTANT Responsibilities

Consultant shall provide services ("Services") to the City as provided in Exhibit "A" attached hereto and incorporated herein by the reference. (*Scope of Services*)

ARTICLE 2 Term

This AGREEMENT will commence on _____ and end _____. CITY or CONSULTANT may terminate this AGREEMENT at any time for good cause, by giving at least (30) days written notice. Good cause will consist of violations of this AGREEMENT. If AGREEMENT is terminated, CONSULTANT, will be compensated for work performed up to the date of termination. CITY and CONSULTANT agree that this is of the essence for CONSULTANT performance of responsibilities enumerated in Article 1.

ARTICLE 3 Compensation and Method of Payment

City will pay CONSULTANT \$31,435 for the following services:
Completion of a citywide Housing Conditions Survey

An invoice will be submitted to CITY and City's Project Drawdown Procedures will be consulted before a warrant is issued to CONSULTANT.

ARTICLE 4 Amendments

This AGREEMENT may be amended by a written amendment executed by both parties.

ARTICLE 5 Status Of Relationship

It is the intent of the parties that under this AGREEMENT, CONSULTANT will be an independent contractor, and not an employee of CITY. This AGREEMENT excludes absolutely any employee-employer relationship between CONSULTANT and CITY. CITY will not provide workmen's compensation insurance, nor pay for other disability compensation. CONSULTANT will be fully responsible for payment of federal and state income taxes, social security, and any other payroll tax obligations that CONSULTANT may we as a result of compensations received under this AGREEMENT.

CONSULTANT will maintain insurance for the duration of the AGREEMENT. CONSULTANT will, at its own expense, comply with CITY insurance and liability requirements included as Exhibit "B" to this AGREEMENT. Due to the nature of work involved with this project, CONSULTANT will not be obligated to maintain Errors and Omissions Liability coverage. CONSULTANT will furnish a certificate of insurance to CITY.

CITY reserves the right to inspect or audit work being performed by CONSULTANT, after providing CONSULTANT with a written notice at least two (2) business days before any intended inspection or audit. Work being defined as the duties listed in ARTICLE 1.

ARTICLE 6 Affirmative Action

In rendering the services described in this AGREEMENT with CITY, CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin. CONSULTANT will also comply with Title IV of the Civil Rights Act of 1964 and will provide such reports as may be required to carry out the intent of this section.

Furthermore:

- A. CONSULTANT will make affirmative action to insure that job applicants are employed and that employees are treated during employment without regard to race, religion, sex, color, age, national origin, or physical handicap. The term "affirmative action" will include, but not be limited to, employment, upgrading, demotion, or transfer, recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. CONSULTANT agrees to post such notices, to be provided, setting forth the provision of this equal employment opportunity and affirmative action program.
- C. CONSULTANT will in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT state that all qualified applicants will receive consideration to employment without regard to race, religion, sex, color, age, national origin, or physical handicap. Notification that CONSULTANT is an "Equal Opportunity Employer" or "EOE" constitutes satisfaction in this notice requirements.

ARTICLE 7 Fair Employment Practices

CONSULTANT will permit access to records of employment. Employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices Provision. In the event of any violations by the CONSULTANT of state fair employment laws, CITY will have the right to terminate this AGREEMENT either in whole or in part. In the event of such termination, any loss or damage sustained by the State of California and/or CITY in securing the goods or services hereunder will be borne and paid for by the CONSULTANT and by their surety under performance bond, if any, and, in addition to other remedies, the State of California and CITY may deduct from any monies due or that thereafter become due to the CONSULTANT the difference between the price named in the particular agreements and the actual cost thereof to the State of California and CITY.

ARTICLE 8 Compliance with Labor Code of State of California

Pursuant to the provisions of Section 3700 of the Labor Code, CONSULTANT will require every employer to be insured against liability for workmen's compensation, or to undertake

self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of a particular agreement, Furthermore, CONSULTANT will also provide evidence of workmen's compensation insurance, unemployment insurance, and disability insurance to cover all of CONSULTANT's employees.

ARTICLE 9 **Audit/Retention and Inspection of Records**

The CONSULTANT agrees that HCD or its designee will have the right to review, obtain and copy all records pertaining to the performance of this contract. The CONSULTANT agrees to provide HCD or its designee with any relevant information requested and shall permit HCD or its designee access to its premises upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq. CONSULTANT further agrees to maintain such records for a period of five (5) years after final payment under this Agreement. On or before the end of the five (5) year audit/retention period, CONSULTANT will release and deliver to the City all original records and related documentation. CONSULTANT shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.

ARTICLE 10 **The Civil Rights Act, HCD, Age discrimination, and Rehabilitation Acts Assurance**

During the performance of this AGREEMENT the CONSULTANT assures that no otherwise qualified person will be excluded from the participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this AGREEMENT, as required by Title VI of the Civil Rights Act of 1964; Title I, of the Housing and Community Development Act of 1974, as amended; the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; and all implementing programs.

ARTICLE 11 **The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance**

- A. The work to be performed under this AGREEMENT is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- B. The parties to this AGREEMENT will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this AGREEMENT. The parties to this AGREEMENT certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The CONSULTANT will send to each labor organization or representative of workers with which there is a collective bargaining agreement or other contract or understanding, if any,

a notice advertising the said labor organization or workmen's representative of the commitment under this Section 3 Clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- D. The CONSULTANT will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon finding the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, will be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements will subject the applicant or recipient, its contractor or subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

ARTICLE 12 State Non-Discrimination Clause

- A. During the performance of this AGREEMENT, CONSULTANT and its subcontractors will not lawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) And the applicable regulations promulgated thereunder (California Administrative Code Section 12990), set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. CONSULTANT and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- B. This AGREEMENT will include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

ARTICLE 13 Anti-Lobbying Certification

The undersigned certifies, to the best of his or her knowledge or belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or an employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or

cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions".

ARTICLE 14 Conflict of Interest of Members, Officers or Employees of Contractors, Members of Local Governing Body, or other Public Officials

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or it designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.

ARTICLE 15 Indemnity and Liability

CITY will not be liable for any damage or injuries caused, nor the cost or expense incurred, by CONSULTANT in the performance of any of the CONSULTANT's duties under this AGREEMENT. If a claim or lawsuit is brought against CITY for any damages or injuries caused, or costs and expenses incurred, by CONSULTANT, then CONSULTANT will defend against and indemnify CITY for any such claim or lawsuit.

ARTICLE 16 Entire Agreement

This AGREEMENT supersedes any and all other agreements, either written or oral, between the parties hereto with respect to the subject matter hereof, and no other agreement, or promises relating to the subject matter of this AGREEMENT which is not contained herein, will be valid or binding.

Provided, however, the parties may later enter into written modifications or amendments to this AGREEMENT, signed and dated by both parties.

IN WITNESS WHEREOF, the parties hereby have caused this AGREEMENT to be executed on the day and year first above written:

CITY OF WILLOWS

CONSULTANT

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

SCOPE OF SERVICES

Task I: Project Set-Up

- Develop a survey instrument/database format for mapping and automated data collection for collecting the survey and background information of the City
- Collect data from the 2010 U.S. Census and subsequent State Department of Finance annual housing reports, and current City land use data, which will be extracted and used as the baseline for unit type and count
- Work with City Staff to identify and compile pertinent documents and data. The selected consultant will review the available information provided by the City for accuracy and completeness.

Task II: Field Survey

- Conduct a city-wide parcel-by-parcel field survey of the exterior housing structures, as well as site and frontage improvements

Task III: Present Recommendations to City Staff

- Prepare a written draft survey report to accompany maps/data and present to City Staff for review of accuracy and completeness

Task IV: Prepare and Submit Final Survey Report to City Council/Planning Commission @ Joint Meeting

- Complete final report and present to City Council for review
- Submit all documents, tables, graphics, etc., in a format for posting on the City's website
- All final products must contain an acknowledgement of State CDBG funding on the front cover

INSURANCE REQUIREMENTS FOR CONSULTANTS

CONSULTANT will procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his/her agents, representatives, or employees.

Minimum Scope of Insurance. Coverage will be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workmen's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability appropriate to the CONSULTANT's profession.

Minimum Limits of Insurance. CONSULTANT will maintain limits no less than:

1. General Liability: \$500,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be twice the required occurrence limit.
2. Automobile Liability: \$300,000 per accident for bodily injury and property damage, or a level acceptable to CITY.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: At a level acceptable to CITY.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer will reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, and volunteers; or the CONSULTANT will procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions. The general liability, automobile liability, and workmen's compensation policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied, or used by the CONSULTANT; or automobiles owned, leased, hired, or borrowed by the CONSULTANT. The coverage will contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, or volunteers.
2. For any claims related to this project, the CONSULTANT's insurance coverage will be primary insurance as respects CITY, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, or volunteers will be excess of the CONSULTANT's insurance and will not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties will not affect coverage provided to CITY, its officers, officials, employees, or volunteers.

4. The CONSULTANT's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause will be endorsed to state that coverage will not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A; VII, unless otherwise acceptable to CITY.

Verification of Coverage. CONSULTANT will furnish CITY with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by CITY. All endorsements are to be received and approved by CITY before work commences. As an alternative to CITY forms, the CONSULTANT's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Department of Housing and Community Development
Federal overlays for contracts funded in whole or in part with CDBG funds.

For this Exhibit, the term "contractor" is defined as a party to a signed contract.

FEDERAL TERMS AND CONDITIONS: During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

AFFIRMATIVE ACTION: The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses encouraged to apply.

SECTION 3: The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EQUAL OPPORTUNITY: During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).

2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any

preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS: Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

INSURANCE: Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e): The Contractor will take all necessary

affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874): Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS: Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330): Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN: All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING: The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT: Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

D/MBE/WBE IMPLEMENTATION GUIDELINES: The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority- focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.gov/hq/bep>, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention

period, the Consultant shall release and deliver to the (City/County) all original records and related documentation.



Request for Proposals

City of Willows Housing Condition Survey

Release date: January 23, 2014

City of Willows
Planning Department
201 N. Lassen Street
Willows, CA 95988

Phone: (530) 934-7041
Fax: (530) 934-7402

Submit Six (6) copies which must be received by February 14, 2014 on or before 4:30 p.m. Responses are due at City Hall, 201 N. Lassen St., Willows, CA 95988. Address the envelope with responses to Natalie Butler, City Clerk

Please state **"Proposal – Housing Condition Survey"** on the outside of the envelope.

Inquiries: Send written questions or requests for clarification to
Karen Mantele, Principal Planner at kmantele@cityofwillows.org

Proposals received after the time and date stated above shall be returned unopened to the proposer.

Selection Process and Schedule:

	<u>Item Date</u>
1. Release of RFP	January 23, 2014
2. RFP Submission Deadline	February 14 2014
3. RFP Consultant Selection & Notification	February 20, 2014
4. City Council Consideration of Consultant Agreement	February 25, 2014
5. Authorization to Proceed	day after CC hearing
6. Project completion	Std contract date/TBD

CITY OF WILLOWS HOUSING CONDITION SURVEY

I. INTRODUCTION

The City of Willows has received Planning and Technical Assistance grant funding from the 2013 Community Development Block Grant Program (CDBG) to fund the preparation of a Housing Condition Survey.

The City of Willows is soliciting Request For Proposals from qualified experienced consultants (firms) to conduct a Housing Condition Survey (HCS) pursuant to California Department of Housing and Community Development requirements as stated in the CDBG Grant Management Manual and as stated in Exhibit A. (attached)

II. PROJECT OVERVIEW

This HCS will be used to assess current housing conditions throughout the City to establish the need for housing rehabilitation for the purpose of benefitting low-and moderate income homeowners of single-family and multi-family residences /units. The results will provide detailed documentation and analysis of exterior housing conditions and the geographic locations of those housing units in need of rehabilitation and will also comply with a current Housing Element goal to ensure quality, safe, and livable housing stock in the City.

The data from the survey will assist elderly and low-and moderate-income homeowners with housing preservation and with eliminating any health and safety issues the units may have. The survey of the units will be documented on tablet computers producing an overall point rating of the condition of the units. A parcel by parcel survey will be carried out with the preparation and processing of the draft and final documents. The results will be mapped and tabulated using GIS software to record the housing conditions on a parcel-by-parcel basis and facilitate the tabulation of citywide data by occupancy status, census tract, and block group level.

III. SCOPE OF SERVICES

The Consultant shall provide the following services and tasks:

Task I: Project Set-Up

- Develop a survey instrument/database format for mapping and automated data collection for collecting the survey and background information of the City
- Collect data from the 2010 U.S. Census and subsequent State Department of Finance annual housing reports, and current City land use data, which will be extracted and used as the baseline for unit type and count
- Work with City Staff to identify and compile pertinent documents and data. The selected consultant will review the available information provided by the City for accuracy and completeness.

Task II: Field Survey

- Conduct a city-wide parcel-by-parcel field survey of the exterior housing structures, as well as site and frontage improvements

Task III: Present Recommendations to City Staff

- Prepare a written draft survey report to accompany maps/data and present to City Staff for review of accuracy and completeness

Task IV: Prepare and Submit Final Survey Report to City Council/Planning Commission @ Joint Meeting

- Complete final report and present to City Council for review
- Submit all documents, tables, graphics, etc., in a format for posting on the City's website
- All final products must contain an acknowledgement of State CDBG funding on the front cover

IV. PROPOSAL FORMAT

The qualifications submitted in response to this Request for Proposal (RFP) is an opportunity to present your previous experience and your proposed project team.

The proposal package should contain an executive summary of the proposal, emphasizing the consultant's approach, qualifications, and capabilities. The proposal shall identify all terms and condition associated with the Price Proposal. All pricing exceptions shall be noted.

The proposal should also specifically include the following information, in this order:

1. Detailed Scope of Services to be provided.
2. Proposed Team of Personnel & Sub-Consultants.
3. Organizational Structure of the Team.
4. Matrix of Personnel Titles with Responsibilities/Duties.
5. Proposed Facilities and Equipment.
6. Firm Background information.
7. Sub-Consultant Background information.
8. Experience with Similar Scoped Projects for Firm, Personnel and Sub-Consultants.
9. References for Firm, personnel and Sub-Consultants.
10. Proposed Performance Schedule.
11. Price Proposal

V. CONSULTANT SELECTION

City Staff will review all Requests for Proposals submitted and will evaluate and rank proposals based upon the consultant's understanding of the work to be done, its experience with similar types of work, and the qualifications of its staff. Selection of the consultant will be based upon the proposal ranking and will be governed by the following criteria:

Proposals should provide information in sufficient detail to allow a complete evaluation.

The contract (approved by HCD) will be negotiated and awarded to the most qualified consultant whose proposal best conforms to the RFP and is, in the opinion of the City of Willows, most appropriate and advantageous to the City.

The City reserves the right to reject any and all proposals and to negotiate terms with any qualified potential consultant. All proposals become the property of the City of Willows upon submission. Although the City intends to keep all proposals confidential, the City will not be responsible for materials obtained by other parties, without the consent of the proposer.

VI. CONTRACT

Time is of the essence in awarding this contract. Staff will make a Consultant recommendation to the City Council for approval and ratification of an Agreement for Consultant Services to provide the requested services. The contract will be awarded to the most qualified consultant whose proposal best conforms to the RFP and is, in the opinion of the City of Willows, most appropriate and advantageous to the City. The City has a standard service agreement contract (approved by HCD). The successful firm will be required to agree to the term contained within and subject to Exhibit A (federal overlays).

The City reserves the right to reject any and all proposals and to negotiate terms with any qualified potential consultant. All proposals become the property of the City of Willows upon submission. Although the City intends to keep all proposals confidential, the City will not be responsible for materials obtained by other parties, without the consent of the proposer.

VII. EVALUATION CRITERIA

Each proposal received will be evaluated and a determination will be made if it meets the minimum requirements stated herein. Failure to meet the minimum requirements will be grounds for elimination of the proposal from further consideration. All responsive proposals will be evaluated for responsibility, business strength, expertise, demonstrated experience and highest and best value to the City with consideration to quality, approach, timeliness, dedicated personnel, and value added (if any). Proposal conformance to RFP instruction, terms, conditions, and requirements is critical to offeror responsiveness.

The City of Willows may, at its sole discretion, select or reject all or portions of the service(s) proposed from responsive offerors. As a part of the process, the City of Willows may find it necessary to evaluate the addition or deletion of components of an offeror's proposal in order to make equivalent comparisons to other proposals. The City of Willows will select the offeror whose proposal determines best meets the needs of the City, based on the requirements and evaluation criteria set forth herein.

The determination of the successful proposal will be based upon information supplied by the offeror in the RFP response and upon other information that will be obtained by the City as it deems necessary. The lowest-cost proposal submitted may not necessarily be determined to be the most responsive and responsible proposal when all factors have been considered. However, the quoted price is an important factor in the determination of the selected proposal.

Evaluation of the proposals will be made by a Review Committee comprised of city staff. In addition to evaluating the written proposals, oral interviews may be required. Proposals evaluated generally on the following criteria, which are neither weighted, or prioritized; some criteria are not scored.

1. Firms experience with the work described in Section III-Scope of Work
2. Proposed fee structure that is the most advantageous to the City of Willows
3. Qualifications, experience and availability of staff dedicated to the project
4. Reference check
5. Firm not debarred or suspended from federal financial assistance program activities.

All submittals in response to this RFP are public records and available for inspection and copying upon request only if a contract is awarded. Any portion of the proposal marked as confidential by proposers/contractors will not be made public without written consent.

Below are the Evaluation Criteria and the scoring associated with each criterion.

Evaluation Criteria	Points
Understanding of Project Requirements/Scope of Work	25
Ability to meet timelines	30
Experience with related projects	20
Assigned personnel-availability & accessibility	20
Knowledge of HCD and other related programs	5
Total	100

VIII. AFFIRMATIVE ACTION

The City of Willows encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises and small businesses to submit proposal, to participate as partners, or to participate in other activity in response to this RFP.

The firm awarded the contract shall agree to use its best efforts to employ low and very-low income persons, minority business enterprises and women business enterprises. The City of Willows is an equal opportunity employer and provides services which comply with the policies and regulations concerning equal employment opportunity.

Department of Housing and Community Development
Federal overlays for contracts funded in whole or in part with CDBG funds.

For this Exhibit, the term "contractor" is defined as a party to a signed contract.

FEDERAL TERMS AND CONDITIONS:

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

AFFIRMATIVE ACTION:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses encouraged to apply.

SECTION 3:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EQUAL OPPORTUNITY:

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance

Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The

Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

INSURANCE:

Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e):

The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):

Contractor

shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS: Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):

Contractor will

comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:

All

data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:

The

City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:

Contractor

shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163,89 Stat. 871).

D/MBE/WBE IMPLEMENTATION GUIDELINES:

The

following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine

with certainty whether the D/M/WBEs were interested.

3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.gov/hq/bep>, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The

Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the (City/County) all original records and related documentation.

AGENDA ITEM

February 25, 2014

TO: Honorable Mayor Cobb and Members of City Council

FROM: Karen Mantele, Principal Planner

SUBJECT: Award of consultant services agreement to prepare a Housing Element Update not to exceed \$29,860

RECOMMENDATION

Adopt the attached resolution approving the award of a consultant services agreement to prepare a Housing Element Update authorizing the City Manager to sign contract on behalf of the City.

BACKGROUND

The City Council at their April 9, 2013 meeting approved a resolution to submit a grant application for funding to the State of California, Department of Housing and Community Development (Department) known as the State Community Development Block Grant (CDBG) Program to prepare a Housing Element Update. On April 13, 2013 the City of Willows applied for the grant funding.

The City was notified by the State in September 2013 that the City was awarded \$35,000 to prepare the Update.

In January 2013 the City sent out Request For Proposals/Request For Qualifications to nine firms requesting information on the opportunity to complete the Update. The RFP was legally noticed twice in the local newspaper and was made available for the public on the City's website. As a result of these efforts, the City received two (2) qualified proposals to the RFP from responsive, responsible firms; one from PMC (Pacific Municipal Consultants) and one from Price Consulting Services (PCS).

Based upon the minimal response, staff concluded it was neither fiscally responsible, nor operational feasible to comprise a fully staffed RFP Review committee as referenced in the original RFP. Therefore three senior staff members were assigned responsibility to review the two proposals and reach a consensus recommendation based upon the criteria defined in the RFP as, Firms Experience with the work described in the Scope-of-Work section, the Fee Structure for the proposed work; offering the most advantage to the City and qualifications & experience of assigned staff to the project.

Both firms demonstrated sufficient experience and employ knowledgeable and capable staff to complete the project scope of work. However, PMC clearly demonstrates a breadth of staffing resources and expertise superior to the competitive consulting firm and therefore would clearly score higher in this assessment category. Additionally, staff focused astutely on the timeframes for completion detailed in the two proposals. While it is understood neither consultant has complete control of the HCD review process involved in this project, nevertheless time is of the essence in completing the process in compliance with statutory guidelines. Both firms propose the potential for expediting the HCD review process, however PMC included this service in their base cost proposal and the competitive consultant includes this as an optional service at additional cost. Therefore, PMC was acknowledged as the preferred consultant in this category.

Finally, both consultants included in their proposal, discussion about Senate Bill 244 (Disadvantaged Unincorporated Communities) which requires cities and counties to amend their Land Use Elements to review water, sewer, stormwater, and fire protection needs in unincorporated communities with ten or more dwellings and analyze financing mechanisms that could feasibly be used to extend services to those communities. Here again PMC included the cost analysis for this scope of work as separate break-out in their base cost proposal for the Housing Element Update. Although the competitive firm included this SB 244 analysis as an option, the distinguishing characteristic between the two proposals was an identifiable cost savings to the City of Willows. The PMC proposal allowed for an optional cost to complete any future Land Use Amendments necessary following analysis under SB 244. Both consultants astutely pointed out that under current circumstances within Glenn County, the City of Willows would likely not require and follow-up amendments. Therefore, the PMC proposal allows for the reduction of a proposed \$1,680.00; thereby reducing their proposed total cost to \$29,860.00 for completion of the Housing Element update. Conversely, the other bid with comparatively similar proposed scope of work; when including all the necessary options was \$30,390 or approximately two percent higher than the PMC proposal. Whereupon staff concluded the PMC proposal provided the most advantageous cost proposal to the City of Willows.

Staff is confident that PMC is a firm that is best prepared and offers the most advantageous proposal to complete the City's Housing Element update. Staff recommends awarding the services agreement to PMC to prepare the Update as the recognized lowest responsive responsible bidder. The City will comply with the Procurement procedures set forth by HCD, and will document this through the required "cost analysis" that will be forwarded to the State prior to signing the agreement.

SUMMARY

The current Housing Element addresses the 2009-2013 planning period. It was adopted in June 8, 2010 and certified by HCD on September 9, 2010.

The Glenn County Regional Housing Needs Planning Council recently adopted a Regional Housing Needs Assessment (RHNA) for the City of Willows which indicates the City must plan for a total of 63 new housing units during the 2014-2021 planning period. This total includes 15 units for very low income households, 11 units for low income households, 11 units for moderate income households and 26 units for above moderate income households

FINANCIAL CONSIDERATIONS

State CDBG statute (Health and Safety Code, Section 50833) requires each applicant to contribute a percentage of cash match towards grants. The City Council approved a commitment of \$1,750.

ALTERNATE ACTIONS

No alternatives are recommended.

RECOMMENDATION

Adopt the attached resolution approving the award of a consultant services agreement to prepare a Housing Element Update authorizing the City Manager to sign contract on behalf of the City.

Respectfully submitted,

Approved by:

Karen Mantele
Principal Planner

Steve Holsinger
City Manager

Attachments:

- 1) Draft Resolution
- 2) Draft Consultant Services Agreement

RESOLUTION No. ____-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS APPROVING A CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY AND PACIFIC MUNICIPAL CONSULTANTS (PMC) FOR CONSULTANT SERVICES TO PREPARE A CITYWIDE HOUSING ELEMENT UPDATE UTILIZING FUNDING FROM THE 2013 CDGB SUPER NOFA GRANT AWARD PLANNING AND TECHNICAL ASSISTANCE (PT/A) COMMUNITY DEVELOPMENT ALLOCATION OF THE STATE CDBG PROGRAM NOT TO EXCEED \$31,540 AND AUTHORIZING THE CITY MANAGER TO SIGN SAID AGREEMENT ON BEHALF OF THE CITY

WHEREAS, funding was made available from the State Department of Housing and Community Development (HCD) through the release of the SUPER NOFA on January 8, 2013, and;

WHEREAS, the City of Willows submitted a grant application to HCD on April 13, 2013 for up to \$35,000 for the preparation of a Housing Element Update; and

WHEREAS, on September 12, 2013 the City Council of the City of Willows was notified by the State of award of grant funds in the amount of \$35,000, and,

WHEREAS, on January 23, 2014 the City released a Request For Proposals/Request for Qualifications (RFP/RFQ) to nine qualified firms to conduct a Housing Element Update; and

WHEREAS, on February 14, 2014 the City received two proposals from qualified firms to prepare the Update, and

WHEREAS, City Staff evaluated the two proposals per the consultant selection criteria detailed in the RFP, selecting PMC as the consultant to prepare the Update; and

WHEREAS, the City Council finds that the agreement is considered exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15262, Feasibility and Planning Studies; and

WHEREAS, the City did approve the use of Community Discretionary Funding Sources in the amount of \$1,750 to be used as the City's required match for this grant, and

WHEREAS, the City Council has reviewed all evidence submitted in connection with the service agreement, including public testimony, staff report, supporting documentation, and all other relevant documents and evidence which are part of the record of proceedings.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Willows does hereby approve the services agreement between the City of Willows and PMC to prepare a Housing Element Update, attached and incorporated by this reference as Attachment 2, and incorporated Exhibit B (insurance requirements) and Exhibit C (Federal Overlays for CDBG funded projects) and authorizes the City Manager of the City of Willows to execute said agreement, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign this services agreement and act on the City's behalf in all matters pertaining to this agreement.

IT IS HEREBY CERTIFIED that the foregoing Resolution No, _____ was dully introduced and legally adopted by the City Council of Willows at its regular meeting held on this 25th day of February, 2014, by the following vote:

AYES in favor of:
NOES:
ABSENT:
ABSTAIN:
APPROVED:

ATTESTED:

Jeffrey T.Cobb, Mayor

Natalie Butler, City Clerk

SERVICES AGREEMENT

THIS AGREEMENT, effective as of the ____ day of _____, 2014, by and between the CITY OF WILLOWS, hereinafter referred to as "CITY" and PACIFIC MUNICIPAL CONSULTANTS (PMC), hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY desires planning and technical services for the preparation of a Housing Element Update, funded with a 2013 HCD/CDBG Program grant (13-CDBG-8939), and

WHEREAS, the CONSULTANT is qualified and experienced to provide such consulting services; and

NOW, THEREFORE, said CITY and said CONSULTANT, for the considerations hereinafter and set forth, mutually agree as follows:

ARTICLE 1 CONSULTANT Responsibilities

Consultant shall provide services ("Services") to the City as provided in Exhibit "A" attached hereto and incorporated herein by the reference. (*Scope of Services*)

ARTICLE 2 Term

This AGREEMENT will commence on _____ and end _____. CITY or CONSULTANT may terminate this AGREEMENT at any time for good cause, by giving at least (30) days written notice. Good cause will consist of violations of this AGREEMENT. If AGREEMENT is terminated, CONSULTANT, will be compensated for work performed up to the date of termination. CITY and CONSULTANT agree that this is of the essence for CONSULTANT performance of responsibilities enumerated in Article 1.

ARTICLE 3 Compensation and Method of Payment

City will pay CONSULTANT \$29,860 for the following services:
Completion of a Housing Element Update

An invoice will be submitted to CITY and City's Project Drawdown Procedures will be consulted before a warrant is issued to CONSULTANT.

ARTICLE 4 Amendments

This AGREEMENT may be amended by a written amendment executed by both parties.

ARTICLE 5 Status Of Relationship

It is the intent of the parties that under this AGREEMENT, CONSULTANT will be an independent contractor, and not an employee of CITY. This AGREEMENT excludes absolutely any employee-employer relationship between CONSULTANT and CITY. CITY will not provide workmen's compensation insurance, nor pay for other disability compensation. CONSULTANT will be fully responsible for payment of federal and state income taxes, social security, and any other payroll tax obligations that CONSULTANT may we as a result of compensations received under this AGREEMENT.

CONSULTANT will maintain insurance for the duration of the AGREEMENT. CONSULTANT will, at its own expense, comply with CITY insurance and liability requirements included as Exhibit "B" to this AGREEMENT. Due to the nature of work involved with this project, CONSULTANT will not be obligated to maintain Errors and Omissions Liability coverage. CONSULTANT will furnish a certificate of insurance to CITY.

CITY reserves the right to inspect or audit work being performed by CONSULTANT, after providing CONSULTANT with a written notice at least two (2) business days before any intended inspection or audit. Work being defined as the duties listed in ARTICLE 1.

ARTICLE 6 Affirmative Action

In rendering the services described in this AGREEMENT with CITY, CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin. CONSULTANT will also comply with Title IV of the Civil Rights Act of 1964 and will provide such reports as may be required to carry out the intent of this section.

Furthermore:

- A. CONSULTANT will make affirmative action to insure that job applicants are employed and that employees are treated during employment without regard to race, religion, sex, color, age, national origin, or physical handicap. The term "affirmative action" will include, but not be limited to, employment, upgrading, demotion, or transfer, recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. CONSULTANT agrees to post such notices, to be provided, setting forth the provision of this equal employment opportunity and affirmative action program.
- C. CONSULTANT will in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT state that all qualified applicants will receive consideration to employment without regard to race, religion, sex, color, age, national origin, or physical handicap. Notification that CONSULTANT is an "Equal Opportunity Employer" or "EOE" constitutes satisfaction in this notice requirements.

ARTICLE 7 Fair Employment Practices

CONSULTANT will permit access to records of employment. Employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices Provision. In the event of any violations by the CONSULTANT of state fair employment laws, CITY will have the right to terminate this AGREEMENT either in whole or in part. In the event of such termination, any loss or damage sustained by the State of California and/or CITY in securing the goods or services hereunder will be borne and paid for by the CONSULTANT and by their surety under performance bond, if any, and, in addition to other remedies, the State of California and CITY may deduct from any monies due or that thereafter become due to the CONSULTANT the difference between the price named in the particular agreements and the actual cost thereof to the State of California and CITY.

ARTICLE 8 Compliance with Labor Code of State of California

Pursuant to the provisions of Section 3700 of the Labor Code, CONSULTANT will require every employer to be insured against liability for workmen's compensation, or to undertake

self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of a particular agreement, Furthermore, CONSULTANT will also provide evidence of workmen's compensation insurance, unemployment insurance, and disability insurance to cover all of CONSULTANT's employees.

ARTICLE 9 Audit/Retention and Inspection of Records

The CONSULTANT agrees that HCD or its designee will have the right to review, obtain and copy all records pertaining to the performance of this contract. The CONSULTANT agrees to provide HCD or its designee with any relevant information requested and shall permit HCD or its designee access to its premises upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq. CONSULTANT further agrees to maintain such records for a period of five (5) years after final payment under this Agreement. On or before the end of the five (5) year audit/retention period, CONSULTANT will release and deliver to the City all original records and related documentation. CONSULTANT shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.

ARTICLE 10 The Civil Rights Act, HCD, Age discrimination, and Rehabilitation Acts Assurance

During the performance of this AGREEMENT the CONSULTANT assures that no otherwise qualified person will be excluded from the participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this AGREEMENT, as required by Title VI of the Civil Rights Act of 1964; Title I, of the Housing and Community Development Act of 1974, as amended; the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; and all implementing programs.

ARTICLE 11 The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance

- A. The work to be performed under this AGREEMENT is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- B. The parties to this AGREEMENT will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this AGREEMENT. The parties to this AGREEMENT certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The CONSULTANT will send to each labor organization or representative of workers with which there is a collective bargaining agreement or other contract or understanding, if any,

a notice advertising the said labor organization or workmen's representative of the commitment under this Section 3 Clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- D. The CONSULTANT will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon finding the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, will be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements will subject the applicant or recipient, its contractor or subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

ARTICLE 12 State Non-Discrimination Clause

- A. During the performance of this AGREEMENT, CONSULTANT and its subcontractors will not lawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) And the applicable regulations promulgated thereunder (California Administrative Code Section 12990), set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. CONSULTANT and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- B. This AGREEMENT will include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

ARTICLE 13 Anti-Lobbying Certification

The undersigned certifies, to the best of his or her knowledge or belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or an employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or

cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions".

ARTICLE 14 Conflict of Interest of Members, Officers or Employees of Contractors, Members of Local Governing Body, or other Public Officials

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.

ARTICLE 15 Indemnity and Liability

CITY will not be liable for any damage or injuries caused, nor the cost or expense incurred, by CONSULTANT in the performance of any of the CONSULTANT's duties under this AGREEMENT. If a claim or lawsuit is brought against CITY for any damages or injuries caused, or costs and expenses incurred, by CONSULTANT, then CONSULTANT will defend against and indemnify CITY for any such claim or lawsuit.

ARTICLE 16 Entire Agreement

This AGREEMENT supersedes any and all other agreements, either written or oral, between the parties hereto with respect to the subject matter hereof, and no other agreement, or promises relating to the subject matter of this AGREEMENT which is not contained herein, will be valid or binding.

Provided, however, the parties may later enter into written modifications or amendments to this AGREEMENT, signed and dated by both parties.

IN WITNESS WHEREOF, the parties hereby have caused this AGREEMENT to be executed on the day and year first above written:

CITY OF WILLOWS

CONSULTANT

Signature

Signature

Printed Name

Printed Name

Date

Date

SCOPE OF SERVICES**Task I:** *Project initiation.*

- Review work program, collect/research all relevant/data necessary to prepare the updates; meet with city staff to gain a complete understanding of the Housing Element and Land Use Element, and tour community.

Task II: *Review existing housing element and develop outline for revised element.*

- Review and evaluate existing Housing Element. Based on this review, design the format/scope of the updated element.

Task III: *Complete demographic and socioeconomic analysis.*

- Analyze and document demographic and socioeconomic variables of the community.

Task IV: *Complete analysis of at-risk housing stock.*

- Identify, quantify, list, and evaluate at-risk assisted housing developments.

Task V: *Complete housing needs assessment.*

- Identify, document, and analyze existing and projected housing needs.

Task VI: *Conduct land use survey to identify areas suitable for potential residential development.*

- Inventory and map sites suitable for residential development.

Task VII: *Inventory existing housing assistance programs.*

- Research and compile resource inventory of federal, state, and local assistance programs.

Task VIII: *Identify housing constraints.*

- Identify and evaluate potential and actual government and non-government constraints on maintenance, improvement and development of housing.
- Recommend processes, procedures, and programs to reduce or eliminate constraints.

Task IX: *Identify opportunities for energy conservation.*

- Identify programs and methods of energy conservation for residential development.

Task X: *Obtain public input into the planning process.*

- Assisting with the coordination of required public meetings/hearings, attend all hearings/meetings and solicit public input by holding citizens' meetings to discuss housing issues. Prepare summary of all citizen input.

Task XI: *Draft housing goals, quantified objectives and policies, and program implementation*

- Develop goals, objectives and policies for the preservation, maintenance, improvement, conservation and development of housing.
- Set a five-year program with a schedule of actions to implement the goals, policies, and objectives.

Task XII: Prepare Environmental Documentation

- Prepare the necessary environmental documentation in compliance with CEQA, including assistance with legal notices and other required documentation.

Task XIII: Review/revision of draft documents.

- Prepare drafts of Housing Element and Land Use Element for reviewing by staff, and State Agencies, and providing necessary revisions to updates based upon comments received

Task XIV: Prepare and submit final document to City Council/Planning Commission @ Joint Meeting//CDBG.

- Complete final document and present to City Council/Planning Commission for review
- Prepare, Print, duplicate, bind, and submit the final documents for HCD review and approval
- Submit all documents, tables, graphics, etc. in a format for posting on the City's website
- Prepare City Council Resolution and related findings necessary for adopting the updated Housing Element

INSURANCE REQUIREMENTS FOR CONSULTANTS

CONSULTANT will procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his/her agents, representatives, or employees.

Minimum Scope of Insurance. Coverage will be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workmen's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability appropriate to the CONSULTANT's profession.

Minimum Limits of Insurance. CONSULTANT will maintain limits no less than:

1. General Liability: \$500,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be twice the required occurrence limit.
2. Automobile Liability: \$300,000 per accident for bodily injury and property damage, or a level acceptable to CITY.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: At a level acceptable to CITY.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer will reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, and volunteers; or the CONSULTANT will procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions. The general liability, automobile liability, and workmen's compensation policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied, or used by the CONSULTANT; or automobiles owned, leased, hired, or borrowed by the CONSULTANT. The coverage will contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, or volunteers.
2. For any claims related to this project, the CONSULTANT's insurance coverage will be primary insurance as respects CITY, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, or volunteers will be excess of the CONSULTANT's insurance and will not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties will not affect coverage provided to CITY, its officers, officials, employees, or volunteers.

4. The CONSULTANT's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause will be endorsed to state that coverage will not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A; VII, unless otherwise acceptable to CITY.

Verification of Coverage. CONSULTANT will furnish CITY with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by CITY. All endorsements are to be received and approved by CITY before work commences. As an alternative to CITY forms, the CONSULTANT's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Department of Housing and Community Development
Federal overlays for contracts funded in whole or in part with CDBG funds.

For this Exhibit, the term "contractor" is defined as a party to a signed contract.

FEDERAL TERMS AND CONDITIONS: During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

AFFIRMATIVE ACTION: The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses encouraged to apply.

SECTION 3: The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EQUAL OPPORTUNITY: During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).

2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any

preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS: Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

INSURANCE: Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e): The Contractor will take all necessary

affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874): Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS: Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330): Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN: All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING: The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT: Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

D/MBE/WBE IMPLEMENTATION GUIDELINES: The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority- focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.gov/hq/bep>, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention

period, the Consultant shall release and deliver to the (City/County) all original records and related documentation.



Request for Proposals & Statement of Qualifications

City of Willows Housing Element Update

Release date: January 23, 2014

City of Willows
Planning Department
201 N. Lassen Street
Willows, CA 95988

Phone: (530) 934-7041
Fax: (530) 934-7402

Submit six (6) copies which must be received by February 14, 2014 on or before 4:30 p.m. Responses are due at City Hall, 201 N. Lassen St., Willows, CA 95988. Address the envelope with responses to Natalie Butler, City Clerk

Please state **"Proposal – Housing Element Update"** on the outside of the envelope.

Inquiries: Send written questions or requests for clarification to
Karen Mantele, Principal Planner at kmantele@cityofwillows.org

Proposals received after the time and date stated above shall be returned unopened to the proposer.

Selection Process and Schedule:

	<u>Item Date</u>
1. Release of RFP	January 23, 2014
2. RFP Submission Deadline	February 14, 2014
3. RFP Consultant Selection & Notification	February 20, 2014
4. City Council Consideration of Consultant Agreement)	February 25, 2014
5. Authorization to Proceed (day after CC hearing
6. Project completion	June 30, 2014 (HCD)

I. INTRODUCTION

The City of Willows has received Planning and Technical Assistance grant funding from the 2013 Community Development Block Grant Program (CDBG) to fund the preparation of a Housing Element Update.

II. DESCRIPTION OF PROJECT

The City of Willows is requesting responses from qualified experienced consultant (firms) through this Request for Proposals & Statement of Qualifications to: **1)** update the Housing Element of the City of Willows General Plan for the 2014-2021 planning period; **2)** update the Land Use Element of the General Plan, if necessary, in accordance with SB 244 (Wolk); and **3)** prepare related environmental documentation, pursuant to California Department of Housing and Community Development requirements as stated in the CDBG Grant Management Manual and as stated in Exhibit A. (attached).

Proposals shall include a detailed scope of work and the costs associated with each of the tasks.

The Housing Element update must be completed in time to submit a draft Housing Element to HCD as soon as possible, and facilitate a first round of comments on the draft, incorporate those comments in the draft and have an adopted, certified Housing Element by June 30, 2014.

The City of Willows desires to have an updated Housing Element that advances its housing goals, addresses fair share housing needs, and complies with State Housing Law. Staff believes the current Housing Element provides a good foundation for this update. It is critical that this Housing Element update address all State laws related to Housing Element updates, including, but not limited to, SB 244, SB 1241, SB 375, SB 812 and SB 520.

III. BACKGROUND AND CONSIDERATIONS

The current Housing Element addresses the 2009-2013 planning period. It was adopted in June 8, 2010 and certified by HCD on September 9, 2010.

The Glenn County Regional Housing Needs Planning Council recently adopted a Regional Housing Needs Assessment (RHNA) for the City of Willows which indicates the City must plan for a total of 63 new housing units during the 2014-2021 planning period. This total includes 15 units for very low income households, 11 units for low income households, 11 units for moderate income households and 26 units for above moderate income households.

A. Housing Element Update (Article 10.6 of the Government Code)

The State Legislature adopted a goal of providing "decent housing and a suitable living environment for every California family." Consequently, the State Legislature has determined that housing is an issue of statewide concern. To address this statewide housing concern, the State allocates housing needs by regional demands. Regional housing markets are the product of local housing supplies. Therefore, the State's ability to achieve the housing goal is directly related to local regulation of

residential development through planning and zoning. The Housing Element is required to quantify each jurisdiction's existing and projected housing needs for all income levels. The Housing Element's requirements to accommodate projected housing needs are a critical factor influencing the availability and cost of housing locally.

The City of Willows Housing Element was last updated in 2010. Pursuant to the State Department of Housing and Community Development, the City of Willows is currently required to update its Housing Element by June 30, 2014. The City desires to have an updated Housing Element that advances its housing goals, addresses fair share housing needs, and complies with State Housing Law. Staff believes that the current Housing Element provides a good foundation for this update and may allow the City to use HCD's Streamlined Review process. The City's current Housing Element is available on the City's website at www.cityofwillows.org

It is critical that the Housing Element update address all State laws related to Housing Element updates, including, but not limited to, SB 244 (addressed separately below), SB 1241, SB 375, SB 812 and SB 520.

B. SB 244 (Wolk). Local Government: Land Use: General Plan: Disadvantaged Unincorporated Communities Analysis

California Planning and Zoning Law requires' the City to adopt a comprehensive, long-term General Plan for the physical development of the City and of any land outside its boundaries that bears relation to its planning. The law also requires the General Plan to contain specified mandatory elements, including a Housing Element for the preservation, improvement, and development of the community's housing.

SB 244 requires, on or before the next adoption of the City's Housing Element, that the City review and update the Land Use Element of its General Plan to include an analysis of the presence of island, fringe, or legacy unincorporated communities, as defined, and requires the updated General Plan to include the specified information.

C. California Environment Quality Act documentation – See Section C below.

IV. SCOPE OF SERVICES

The selected consultant will prepare the Housing Element and Land Use Element updates, with the appropriate environmental document under the direction of City staff. The Consultant will be responsible for the following services and tasks:

Task I: *Project initiation.*

- Review work program, collect/research all relevant/data necessary to prepare the updates; meet with city staff to gain a complete understanding of the Housing Element and Land Use Element, and tour community.

Task II: *Review existing housing element and develop outline for revised element.*

- Review and evaluate existing Housing Element. Based on this review, design the format/scope of the updated element.

Task III: *Complete demographic and socioeconomic analysis.*

- Analyze and document demographic and socioeconomic variables of the community.

- Task IV: *Complete analysis of at-risk housing stock.***
- Identify, quantify, list, and evaluate at-risk assisted housing developments.
- Task V: *Complete housing needs assessment.***
- Identify, document, and analyze existing and projected housing needs.
- Task VI: *Conduct land use survey to identify areas suitable for potential residential development.***
- Inventory and map sites suitable for residential development.
- Task VII: *Inventory existing housing assistance programs.***
- Research and compile resource inventory of federal, state, and local assistance programs.
- Task VIII: *Identify housing constraints.***
- Identify and evaluate potential and actual government and non-government constraints on maintenance, improvement and development of housing.
 - Recommend processes, procedures, and programs to reduce or eliminate constraints.
- Task IX: *Identify opportunities for energy conservation.***
- Identify programs and methods of energy conservation for residential development.
- Task X: *Obtain public input into the planning process.***
- Assisting with the coordination of required public meetings/hearings, attend all hearings/meetings and solicit public input by holding citizens' meetings to discuss housing issues. Prepare summary of all citizen input.
- Task XI: *Draft housing goals, quantified objectives and policies, and program implementation***
- Develop goals, objectives and policies for the preservation, maintenance, improvement, conservation and development of housing.
 - Set a five-year program with a schedule of actions to implement the goals, policies, and objectives.
- Task XII: *Prepare Environmental Documentation***
- Prepare the necessary environmental documentation in compliance with CEQA, including assistance with legal notices and other required documentation.
- Task XIII: *Review/revision of draft documents.***
- Prepare drafts of Housing Element and Land Use Element for reviewing by staff, and State Agencies, and providing necessary revisions to updates based upon comments received
- Task XIV: *Prepare and submit final document to City Council/Planning Commission @ Joint Meeting//CDBG.***
- Complete final document and present to City Council/Planning Commission for review
 - Prepare, Print, duplicate, bind, and submit the final documents for HCD review and approval

- Submit all documents, tables, graphics, etc. in a format for posting on the City's website
- Prepare City Council Resolution and related findings necessary for adopting the updated Housing Element

A. Housing Element Update

The response to the RFP shall address the methodology to be used for each of the following:

1. An assessment of housing needs and an inventory of resources and constraints relevant to the meeting of these needs.
2. Analysis of population and employment trends and documentation of projections and a quantification of the City's existing and projected housing needs for the income levels. These existing and projected needs shall include the City's share of the regional housing needs assessment from the Glenn County Regional Housing Needs Planning Council.
3. Analysis and documentation of household characteristics, including level of payment compared to ability to pay, housing characteristics, and housing conditions.
4. An inventory of land suitable for residential development, including vacant sites and sites having potential for redevelopment, and an analysis of zoning, public facilities, and services to these sites.
5. Analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels, such as land use controls, building codes, impact fees and local processing and permit procedures. The analysis shall include recommendations on how the City may remove governmental constraints that restrict the City's ability to meet its share of regional housing allocations.
6. Analysis of potential and actual constraints upon the development, maintenance, and improvement of housing for persons with disabilities (developmental, etc.) and demonstrate local efforts to remove governmental constraints that hinder housing development for persons with disabilities (SB 812).
7. Analysis of potential and actual non-governmental constraints on the maintenance, improvement, or development of housing for all income levels.
8. Analysis of any special housing needs, such as those of the handicapped, developmentally disabled, elderly, large families, farm workers, families with female head of households, and families and persons in need of emergency shelter and recommendations to meet those needs.
9. Analysis of opportunities for energy conservation with respect to residential development.
10. An analysis of existing affordable housing developments that are eligible to convert to non-low-income housing uses during the next 10 years due to

termination of subsidy contracts, mortgage prepayment, or expiration of use restrictions.

11. Review Housing Element program addressing mixed-use and work-force housing and update as needed.
12. Review Housing Element program addressing second unit housing in the residential zoning districts, including density bonuses as required under Assembly Bill 1866 and update as needed.
13. Review analysis of requirements and policies for rehabilitated dwelling units and update as needed.
14. Address all HCD guidelines and State laws related to Housing Element updates, including, but not limited to SB 244 (addressed separately below), SB 1241, SB 375, SB 812 and SB 520.

B. SB 244 (Wolk). Local Government: Land Use: General Plan: Disadvantaged Unincorporated Communities Analysis

The Qualifications Statement shall address the methodology to be used to implement SB 244, including, but not limited to the following:

1. An analysis of the presence of island, fringe, or legacy unincorporated communities, as defined, within the City's Sphere of Influence. Identification shall include a description of the community and a map designating its location.
2. An analysis of water, wastewater, storm water drainage, and structural fire protection needs and efficiencies.
3. An analysis of benefit assessment districts, or other financing alternatives that could make the extension of services to these communities financially feasible.
4. Review, and if necessary amend, the Land Use Element of the General Plan to update the information, goals, policies and/or implementation programs to conform to the Housing Element.
5. Any other requisite tasks to implement SB 244.

C. Environmental Review

The Housing Element and Land Use Element updates are subject to review under the California Environmental Quality Act (CEQA). The consultant will be responsible for preparation of an Initial Study to determine the appropriate project environmental review although staff anticipates that a negative declaration or mitigated negative declaration will be sufficient. The Consultant shall demonstrate its ability to prepare the environmental review document. Pending determination by the City, the Consultant will be responsible for the preparation of the environmental document and assistance with meeting all related legal requirements.

V. RESPONSE TO THE REQUEST FOR PROPOSALS/QUALIFICATIONS

The RFP response shall demonstrate the following:

1. The consultant's knowledge of Housing Element State law and how it applies to this project.

2. The Housing Element certification requirements and process of California Department of Housing and Community Development (HCD).
3. A list of California cities and contacts where the consultant has recently prepared an environmental document and Housing Element that has been certified by HCD and adopted by the City.
4. If applicable, a list of California cities and contacts where the consultant is currently conducting an update to the jurisdiction's Housing Element.

The RFP response shall also include the following:

1. Information which demonstrates the Consultants' understanding of the City of Willows Housing Element and requirements of SB 244 and their approach to the respective updates.
2. Information which demonstrates the Consultant's experience in Housing Element and Land Use Element preparation for cities similar in size and population to Willows.
3. Identification of the personnel to be utilized for this project, including their qualifications and experience on similar projects and the Consultant's project manager.
4. Clear and comprehensive statements regarding the proposed delivery of services and products by task.
5. A detailed project schedule for the project including milestones and deliverables.
6. A detailed proposal identifying costs by project task.
 - a. Prices quoted shall be valid for at least ninety days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract.
 - b. The City shall be the sole arbiter in the determination of equality. The City reserves the right to reject any proposals and to accept the proposal or proposals which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the City.
7. Identification of the Consultant's web site address, if any.

VI. CONSULTANT SELECTION

City Staff will review all Requests for Proposals/Qualifications submitted and will evaluate and rank proposals based upon the consultant's understanding of the work to be done, its experience with similar types of work, and the qualifications of its staff. Proposals should provide information in sufficient detail to allow a complete evaluation. Selection of the consultant will be based upon the proposal ranking and will be governed by the following criteria:

1. The proposals must adhere to the instructions and format as specified in this RFP.
2. The evaluation will include a review of all documents and information relating to the Vendor's services, organizational structure, capabilities, qualifications, past performance, and costs.
3. Vendors may be required to make an oral presentation and interview before final selection is made.

4. The City may evaluate any information from any source it deems relevant to the evaluation.
5. False, incomplete, or unresponsive statements in a proposal may be sufficient cause for its rejection.

VII. CONTRACT

Time is of the essence in awarding this contract. Staff will make a Consultant recommendation to the City Council for approval and ratification of an Agreement for Consultant Services to provide the requested services. The contract will be awarded to the most qualified consultant whose proposal best conforms to the RFP and is, in the opinion of the City of Willows, most appropriate and advantageous to the City. The City has a standard service agreement contract (approved by HCD). The successful firm will be required to agree to the term contained within and subject to Exhibit A (federal overlays).

The City reserves the right to reject any and all proposals and to negotiate terms with any qualified potential consultant. All proposals become the property of the City of Willows upon submission. Although the City intends to keep all proposals confidential, the City will not be responsible for materials obtained by other parties, without the consent of the proposer.

VIII. EVALUATION CRITERIA

Each proposal received will be evaluated and a determination will be made if it meets the minimum requirements stated herein. Failure to meet the minimum requirements will be grounds for elimination of the proposal from further consideration. All responsive proposals will be evaluated for responsibility, business strength, expertise, demonstrated experience and highest and best value to the City with consideration to quality, approach, timeliness, dedicated personnel, and value added (if any). Proposal conformance to RFP instruction, terms, conditions, and requirements is critical to offeror responsiveness.

The City of Willows may, at its sole discretion, select or reject all or portions of the service(s) proposed from responsive offerors. As a part of the process, the City of Willows may find it necessary to evaluate the addition or deletion of components of an offeror's proposal in order to make equivalent comparisons to other proposals. The City of Willows will select the offeror whose proposal determines best meets the needs of the City, based on the requirements and evaluation criteria set forth herein.

The determination of the successful proposal will be based upon information supplied by the offeror in the RFP response and upon other information that will be obtained by the City as it deems necessary. The lowest-cost proposal submitted may not necessarily be determined to be the most responsive and responsible proposal when all factors have been considered. However, the quoted price is an important factor in the determination of the selected proposal.

Evaluation of the proposals will be made by a Review Committee comprised of city staff. In addition to evaluating the written proposals, oral interviews may be required. Proposals evaluated generally on the following criteria, which are neither weighted, or prioritized; some criteria are not scored.

1. Firms experience with the work described in Section III-Scope of Work
2. Proposed fee structure that is the most advantageous to the City of Willows
3. Qualifications, experience and availability of staff dedicated to the project
4. Reference check
5. Firm not debarred or suspended from federal financial assistance program activities.

All submittals in response to this RFP are public records and available for inspection and copying upon request only if a contract is awarded. Any portion of the proposal marked as confidential by proposers/contractors will not be made public without written consent.

Below are the Evaluation Criteria and the scoring associated with each criterion.

Evaluation Criteria	Points
Understanding of Project Requirements/Scope of Work	25
Ability to meet timelines	30
Experience with related projects	20
Assigned personnel-availability & accessibility	20
Knowledge of HCD and other related programs	5
Total	100

IX. AFFIRMATIVE ACTION

The City of Willows encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises and small businesses to submit proposal, to participate as partners, or to participate in other activity in response to this RFP/SOQ.

The firm awarded the contract shall agree to use its best efforts to employ low and very-low income persons, minority business enterprises and women business enterprises. The City of Willows is an equal opportunity employer and provides services which comply with the policies and regulations concerning equal employment opportunity.

Exhibit A

Department of Housing and Community Development
Federal overlays for contracts funded in whole or in part with CDBG funds.

For this Exhibit, the term "contractor" is defined as a party to a signed contract.

FEDERAL TERMS AND CONDITIONS:

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

AFFIRMATIVE ACTION:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses encouraged to apply.

SECTION 3:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EQUAL OPPORTUNITY:

During the

performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports

shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

INSURANCE:

Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e):

The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874): Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS: Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330): Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN: All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING: The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT: Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163,89 Stat. 871).

D/MBE/WBE IMPLEMENTATION GUIDELINES: The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority- focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.

3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.eov/hq/bep>, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The

Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the (City/County) all original records and related documentation.