Homecomings, Inc.

Request for Proposals (RFP)

For

Westside Ventura
Sustainable Transportation Infrastructure and Transportation Related Amenities

Landscape Design Services

Submittal deadline

December 9, 2020 at 4:00 p.m. PST

The responsibility for submitting a response to this RFP at the stated email address on or before the stated time and date will be solely and strictly the responsibility of the Respondent. Homecomings will in no way be responsible for delays caused by technical difficulties.

I. General Information

A. Introduction

Homecomings, Inc., hereinafter referred to as "Homecomings", is a nonprofit corporation affiliated with the Housing Authority of the City of San Buenaventura (HACSB).

The mission of the HACSB is to provide and develop quality affordable housing for eligible low-income residents of Ventura County and to establish strong partnerships necessary for HACSB customers to achieve personal goals related to: literacy and education; health and wellness; and job training and employment leading to personal growth and economic self-sufficiency.

The HACSB, which was created in 1949, directly administers two federal programs: 220 public housing apartments which it developed, manages, and maintains; and a Section 8 Housing Choice Voucher (HCV) Program. The HACSB currently administers approximately 1,700 rental subsidy HCVs.

The HACSB and associated nonprofits and limited partnerships own and manage a total of 648 tax credit and income- restricted rental apartments. It has three projects totaling 184 dwellings in construction and has a pipeline of two affordable housing projects totaling 84 apartments.

B. Purpose

Homecomings is seeking proposals from a landscape design consultant related to Sustainable Transportation Infrastructure and Transportation Related Amenities funded by the California Strategic Growth Council and Department of Housing and Community Development Affordable Housing and Sustainable Communities (AHSC) program. Homecomings has been awarded funding under this program.

C. Overview

Homecomings plans to engage consultants to prepare conceptual and construction plans to be reviewed, approved and permitted by the City. The concept plans will be basis of design and direct the preparation of construction drawings.

D. Board

Homecomings, Inc. is governed by a Board of Directors. The HACSB is governed by a Board of Commissioners.

E. Contact Information

Pia Navarro, Senior Developer
(805) 242-4503
pnavarro@hacityventura.org

F. Scope of Services

All work performed shall be at the direction of HACSB's CEO acting as the Contract Officer, or her designee, Karen Flock, Deputy Director = Real Estate Development.

The selected firm will enter into a Professional Services Agreement with Homecomings, Inc. A form of the Agreement is attached.

The Scope of Work and Deliverables will include the following:

1. Collect and research as-built plans
2. Landscape Architecture Services for Concept & Approved Construction Drawings
3. Bidding and Construction Administration Services for item 2 above
4. All reports, research and studies required the respondent expects the Project City to require, including existing trees and shrubs inspection & locations. Owner will provide, if required, preliminary title report, soils report, and any required CEQA reports.
5. Meetings with City, Owner & Design Team as required to complete the scope of work.
6. Scope of work is per the attached exhibits A, B, C, D and E
7. City Submittals, Meetings, Reviews & Processing are expected to include Concept, Refined Concept, Approved Concept, 50% Construction Drawings, 100% Construction
8. Dry Utility coordination, Civil Engineering Services, Construction Management services will be provided by additional consultants to be engaged by Homecomings.
9. The estimated construction cost for all the work is approximately $3,300,000
10. Field work is subject California Prevailing Wages Payrolls shall comply with the State of CA DIR reporting requirements.
11. The consultants' proposal shall be Exhibit A of the Professional Service Agreement, Exhibit F. Note the insurance requirements are provided in exhibit B of the Professional Services Agreement.

G. Expense Associated with Submission

All expenses involved with the preparation and submission of the proposal to Homecomings shall be borne by the Respondent.

H. Options

Homecomings may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the responses received as a result of this RFP. Also, the determination or the criteria and process whereby responses are evaluated, the decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFP, shall be at the sole and absolute discretion of Homecomings.

II. RFP Instruction

A. RFP Submission and Format

To submit your proposal, please upload them to the Marketplace. The upload will be considered your official RFP response and submittal.

You may also email your final proposal to Pia Navarro. However, the emailed proposal will not be considered the official RFP response. A hard copy of the proposal is not required.

Pia Navarro
Senior Developer
Housing Authority of the City of San Buenaventura
pnavarro@hacityventura.org

Submit all your questions through the Marketplace. All questions will be answered through the "Questions and Answers" area of Marketplace for all vendors to read simultaneously. Questions emailed directly will not be answered and must be posted in the Marketplace.

For technical questions contact Marketplace Customer Support at (866) 526-0160.

RFP Exhibits are attached:

Exhibit A- AHSC Initial Recommendations & Map
Exhibit B- AHSC Ventura Final Recs and Project Area
Exhibit C- Project Area Map
Exhibit D- Site Control (City of Ventura)
Exhibit E- Pedestrian Network Closure Gap
Exhibit F-Homecomings (Professional Services Agreement Template)

B. RFP Terms and Conditions

1. Board and Staff Communications

Under no circumstances may any HACSB Board or staff member, other than the contacts specified herein, be contacted regarding this RFP. **Failure to adhere to this restriction may result in disqualification**. If you have any questions or require clarifications, submit them in writing (preferred) to pnavarro@hacityventura.org or contact Pia Navarro at (805) 242-4503 no later than five (5) working days prior to the submission deadline. All questions will be answered in writing and uploaded to the Marketplace website.

2. Timetable for Submission

   The deadline for submissions in response to this RFP is December 9, 2020 at 4:00 p.m. PST**.**

3. Release of Information

   Information submitted in response to this RFP will not be released by Homecomings during the evaluation process or prior to a contract award.

4. Proprietary Information

   Please be aware that we have been advised by legal counsel that all materials submitted in response to this solicitation may be made available to the public once a selection has been made. Hence potential Respondents are forewarned that any proprietary information contained in their response will upon request be available to the public after contract award.

5. Term of Contract

   The respondent shall provide appropriate state and local certifications and licensing documents.

6. Homecomings Reserves the Right to:

   a. Request an oral interview with, and additional information from, firms prior to final selection.

   b. Consider information about a firm in addition to the information submitted in the response or interview. Reject any and all responses and waive any irregularities.

7. Non Discrimination/Conflict of Interest.

   a. The Respondent warrants adhering to all civil rights, equal opportunity, and fair housing and Section 3 regulations.

   b. The Respondent warrants that it presently has no interest and will not

acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services under this contract.

III. Required Information and Format

In order to be considered for selection as the Consultant, the respondent shall adhere to the format of this RFP as detailed herein and submit the following items in the specified order. The qualifications of the respondent will be evaluated based upon the criteria presented in this RFP.

A. Cover Letter - This letter should introduce the project team, naming the key players and highlighting the firm's qualifications for this project;

B. Firm's Qualifications – Summary of overall qualifications and experience of the firm. Company history; number of years in business; including whether the company is a Section 3, minority or women owned business; services provided for similar sized projects completed or in progress in California, including any AHSC associated projects, any projects in the City of Ventura, and any projects involving Homecomings or the HACSB;

C. Approach – A description of the methodologies that the consultant will employ; include any obstacles to availability to perform work on the project, and any substitution of personnel or other remedy anticipated;

D. Project Team – Identify key personnel who will be assigned to the project, their responsibilities, and experience. Provide a brief resume of each key team member;

E. Project Fees – Please provide hourly fees broken down by category, for estimated hours & fees for the tasks required to complete the scope of work described in paragraph F.

F. References – Provide the names, addresses, and telephone numbers of three (3) previous clients who have contracted with the firm for similar services; and

G. Legal Factors – Please provide a list of lawsuits and explanation, including claims both settled and unsettled, for the past five (5) years, along with a self-certification that the Respondent has no active federal, state of public agency disqualification.

IV. Evaluation of Qualifications

The Landscape Design Consultant Proposals will be evaluated by the following factors. Up to the following number of points will be assigned.

1. Firm Qualifications and approach: Qualifications and past performance on

similar projects: 30 points

2. **Project Team: Qualifications and availability of key personnel: 20 points**
3. **Project Fees: 20 points**
4. **Section 3, Minority or Women Owned Business: 10 points**
5. **Total: 80 Points**

V. Selection Process and Criteria

Homecomings will conduct a threshold review to first determine that:

1. The submittal is complete and in the requisite format; and

2. There is no active federal, state or public agency disqualification which would bar a Respondent from entering a contract.

A review committee will evaluate the proposals that pass the threshold review and assign points based upon the response other information available to the committee.

One or more Respondent may be invited for an interview. It is solely Homecomings' decision as to who will be interviewed and who will be awarded a contract.

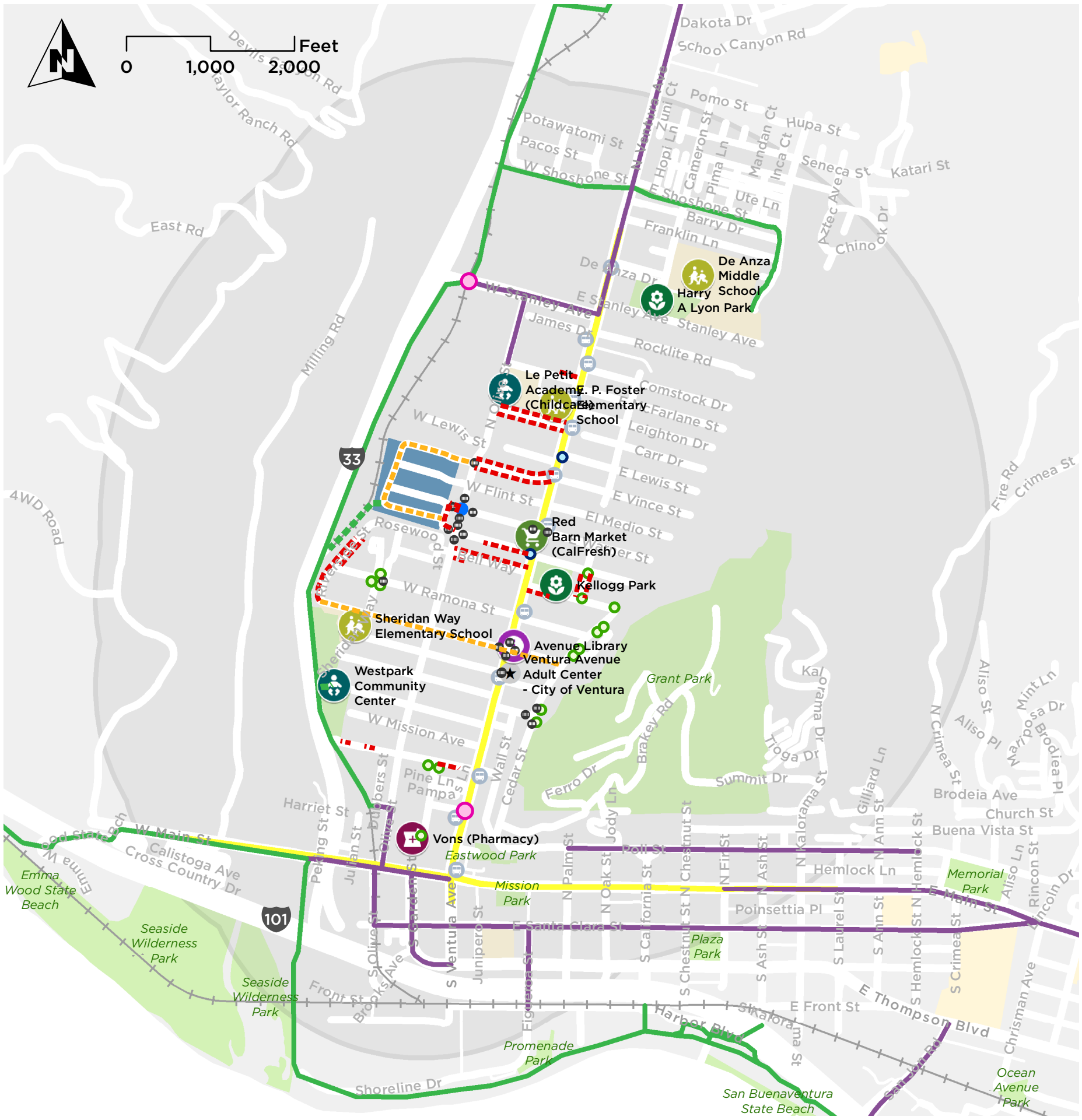
The evaluation will be based on the factors in Section IV.

The following is the Proposal Submittal and Review Schedule:

Public Notice Release	11/11/2020
Request for Proposal Packages Available:	11/11/2020
Deadline for Submittal of Proposals:	12/9/20
Review and Selection	12/2020

VENTURA WESTSIDE

EXHIBIT A



Recommendations

- Bike Boulevard
- Class I path
- Missing/Broken Sidewalk
- Continental Crosswalk
- Curb Extension
- Curb Ramp
- RRFB
- Traffic Circle
- Project Area Buffer

Existing

- Westview Housing Site
- Community Center
- Childcare
- School
- Grocery
- Pharmacy
- Park
- Library
- Bike Path
- Bike Lane
- School Ground
- Park
- Bus Stop
- Bus Route

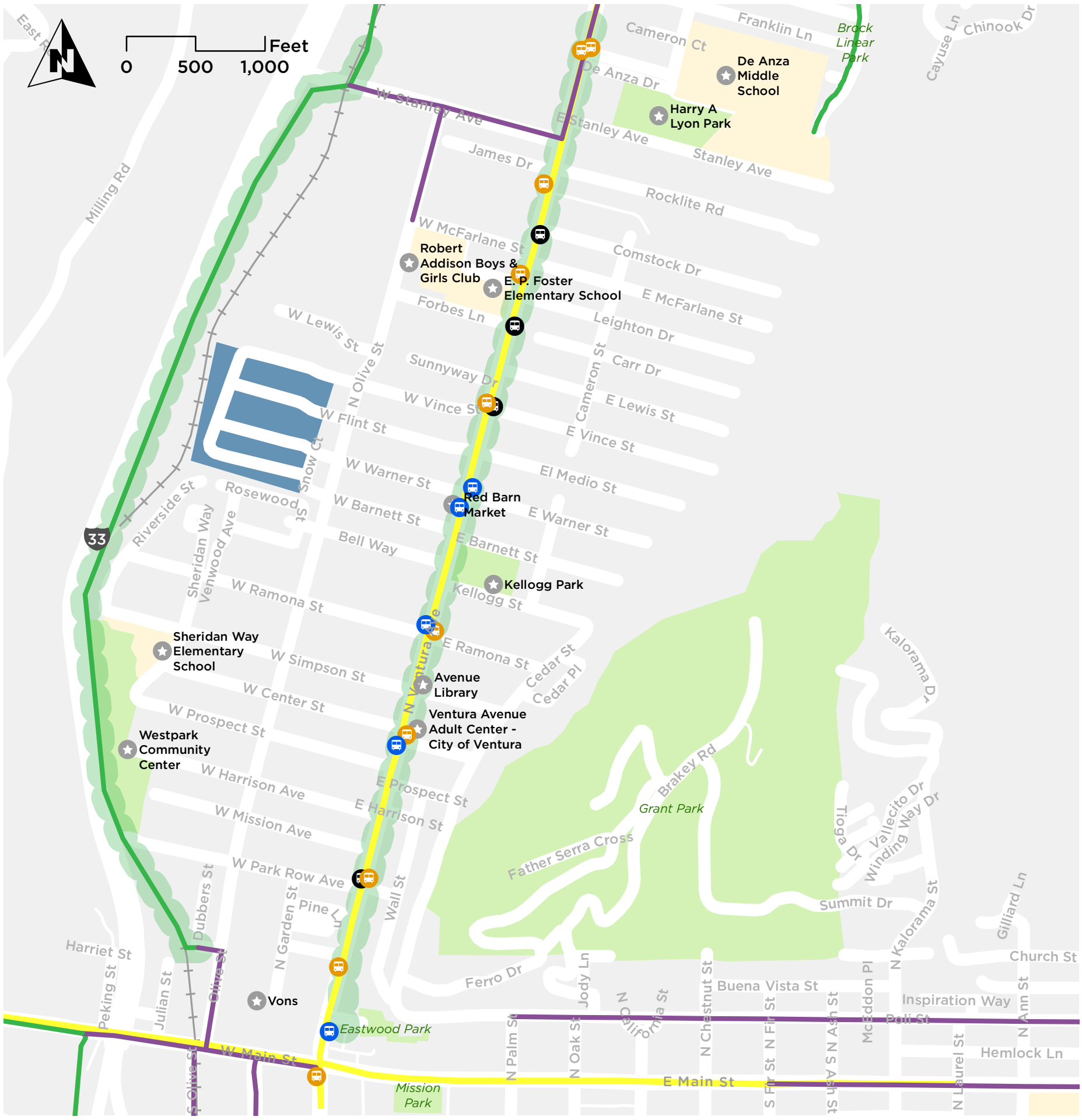
EQUAL HOUSING OPPORTUNITY

CITY OF SAN BUENAVENTURA HOUSING AUTHORITY

alta PLANNING + DESIGN

01/09/2019

VENTURA WESTSIDE



Existing Bus Stop Infrastructure

- Shelter
- Bench Only
- Sign Only

Existing

- Westview Housing Site
- Key Destination
- Bike Path
- Bike Lane
- School Ground
- Park
- Bus Route
- Urban Greening

EQUAL HOUSING OPPORTUNITY

CITY OF SAN BUENAVENTURA HOUSING AUTHORITY

alta PLANNING + DESIGN

01/09/2019

The Housing Authority of the City of San Buenaventura is seeking funding for construction of 320 new units of affordable housing at the Westside Village utilizing the Affordable Housing and Sustainable Communities (AHSC) Program. The AHSC funds are limited, and highly competitive. To make the application as competitive as possible, there is a need to identify improvements to walking, bicycling, and transit in the nearby area.

To get maximum points, the AHSC guidelines have a basic requirement of:

- A minimum of 3,000 linear feet of new/repaired sidewalks
- A minimum of 2 miles of context-sensitive bikeways (each direction)
- A total of 25% of the total project cost spent on 'Sustainable Transportation Infrastructure' (STI)
- 5% of total project cost spent on Transportation-Related Amenities (TRA)

Many of these facilities can be installed based on a multitude of factors: traffic engineering and state law specifies specific thresholds for where and how traffic control devices such as crosswalks, stop signs, stop lights, etc. can be installed. AHSC guidelines further limit what type of facilities are eligible for funding, and what traffic conditions are required for funding eligibility.

The goal of the Community Meeting on December 13, 2018 was to bring the community together to help identify and prioritize opportunities that the community would like to see improved, with an eye towards achieving the goals of the AHSC guidelines. The community provided many great ideas – some of which were not eligible for funding under the STI or TRA categories, such as public art. Some other ideas were not considered possible from a Traffic Engineering perspective, such as marked crosswalks at some locations.

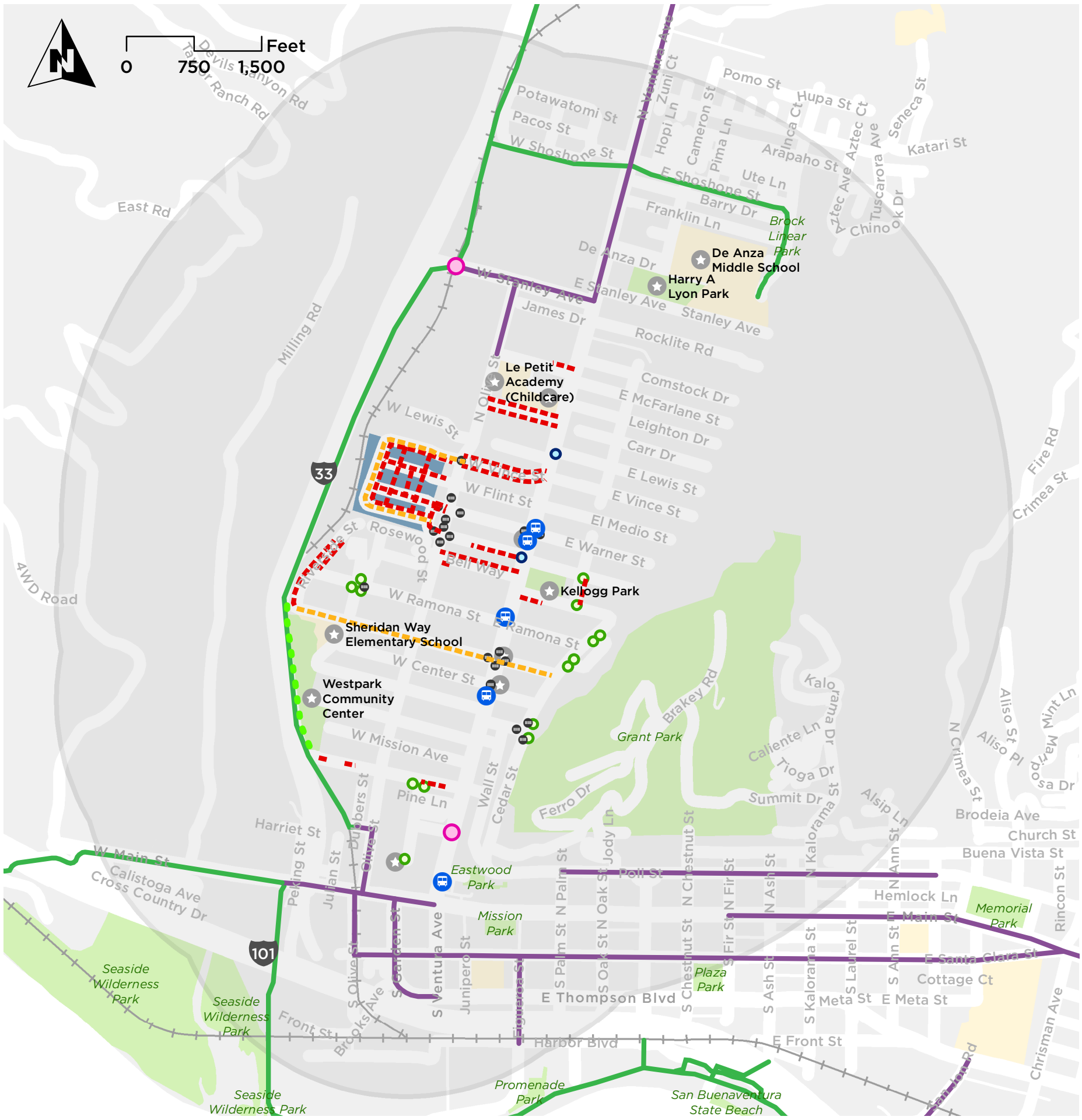
After the meeting, urban planners and traffic engineers from the consulting firm Alta Planning + Design reviewed all of the community feedback and recommendations, estimated costs, and created a map and spreadsheet of the recommendations that met the above criteria for maximizing points in the proposal. Since the improvements would be installed in the public realm, the City of Ventura will ultimately approve the installation of these facilities. So, as a final step, the Housing Authority of the City of San Buenaventura staff brought the recommendations for final approval from City staff.

At this point, the general concepts of the facilities have been identified at a 'Planning Level' – this means that there has not been any formal traffic engineering studies, or topography/hydrology studies completed at the specific component level. Ultimately, if the application is funded, the projects described in the application will require further review at the engineering level, where these specific details will be further analyzed before any construction is completed. Additional community meetings to discuss the exact designs with the community will be required.

We thank all of the community members for their time and effort at the community meeting, and we are very proud of the final recommendations made in our application, and we look forward to creating a more affordable, attractive, and safer Westside together if we receive funding!

VENTURA WESTSIDE

Exhibit B



Recommendations

- Bike Boulevard
- Safe & Accessible Walkways
- Urban Greening
- Upgrade Bus Shelter, add Bike Rack
- Continental Crosswalk
- Curb Extension
- Curb Ramp
- RRFB

Existing

- Westview Housing Site
- Key Destination
- Bike Path
- Bike Lane
- School Ground
- Park

EQUAL HOUSING OPPORTUNITY

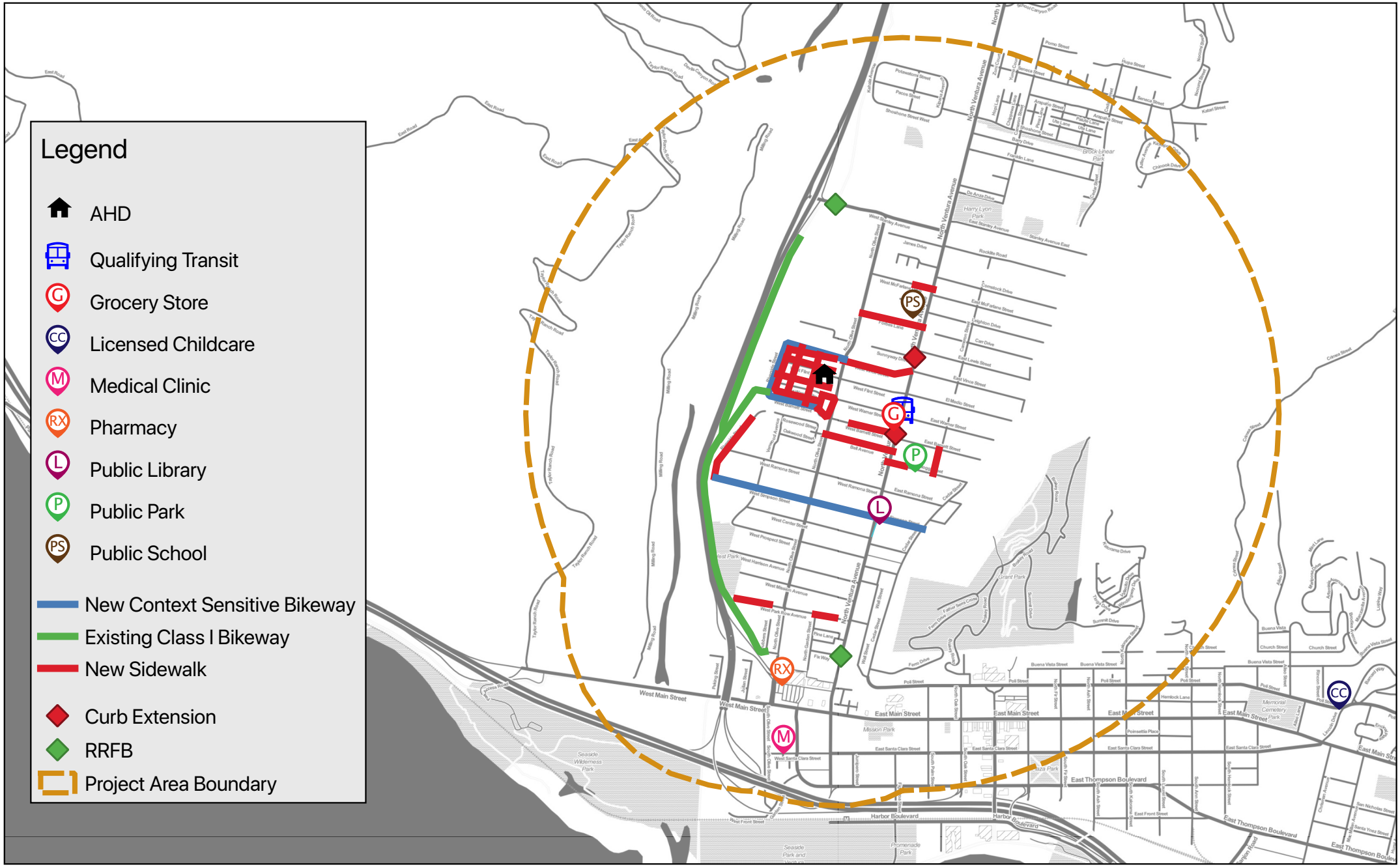
CITY OF SAN BUENAVENTURA HOUSING AUTHORITY

alta PLANNING + DESIGN

Ventura Westside Housing & Active Transportation

EXHIBIT C

Project Area Map - Scoring



Homecomings Inc.

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CITY OF VENTURA

January 29, 2019

EXHIBIT D

Louise Bedsworth, Executive Director
California Strategic Growth Council
1400 Tenth Street
Sacramento, California 95814

Re: 2019 Affordable Housing and Sustainable Communities Application
Westside Housing and Transportation Project

Dear Ms. Bedsworth:

The City of San Buenaventura (Ventura) supports the Affordable Housing and Sustainable Communities grant application that is being submitted by the Housing Authority of the City of San Buenaventura (HACSB) and Homecomings Inc. for the development of bicycle and pedestrian network improvements with a value of approximately $3,570,814; and, transportation-related amenities with a value of $967,704 including at least $200,000 of urban greening projects. The City of San Buenaventura has verified that the improvements are consistent with all applicable local rules, regulations, codes, policies, and plans enforced or implemented by this agency. The City has also verified that the project(s), as detailed above, are located within the right of way owned and or controlled by the City of San Buenaventura. If AHSC funds are awarded, please consider this letter as a intent to enter a contractual agreement with the Applicants to develop the following parts of the Project:

1. Bicycle network improvements, including at least 2 miles of context sensitive bikeways:
   a. Class III bicycle facilities totaling approximately 10,560 (both directions) on Vince Street, Riverside Street, and Barnett Street; and, on West Simpson Street from Riverside Street to Cedar Street. West Simpson Street was identified as a Recommended Bicycle Boulevard Route in the 2011 Ventura Bicycle Master Plan. These streets have a speed limit of 25 MPH or under, and vehicular average daily trips (ADT) of under 2,000.

      In accordance with AHSC Program Guidelines Section 107(b)(3), the bicycle network gap closure will increase bicycle safety and access by:

      - Eliminating potential conflict points. Bike lane signing and markings will designate the portion of the roadway that is for the exclusive use of cyclists.

2. Pedestrian network improvements, including at least 3,000 linear feet of new sidewalk:
   a. Installing and repairing approximately 11,776 linear feet of sidewalk along portions of Riverside Street, Bell Way, West Barnett Street, West Vince Street, Forbes Lane,

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West McFarlane Street, West Park Row Avenue, Kellogg Street, and Cameron Street; and;

b. Various crosswalks, curb ramps, bulb-outs, and crossing improvements such as Rectangular Rapid Flashing Beacons.

In accordance with the AHSC Program Guidelines, Section 107(b)(6), the various proposed improvements will increase pedestrian safety and access. The proposed improvements will:

- Eliminate potential conflict points through the construction of contiguous sidewalks that allow unobsfructed path of travel for pedestrians.

3. Transportation related amenities including bus shelter replacements on Ventura Avenue, lighting enhancements, and urban greening.

Please contact me if you have any questions at (805) 654-7808 or email at mjivers@cityofventura.ca.gov.

Sincerely,

Mary Joyce Ivers
Interim Public Works Director
City of San Buenaventura

EXHIBIT E

Housing Authority of the City of San Buenaventura

Denise M. Wise, Chief Executive Officer

BOARD OF COMMISSIONERS

John Polansl1ey, Chair
Jim White, Vice Chair
Barbara Keller
Selfa Saucedo
Karol Schull1in
Diana Sparagna
Wanda Sumner

February 06, 2019

Louise Bedsworth, Executive Director
California Strategic Growth Council
1400 Tenth Street
Sacramento, CA 95814

Dear Ms. Bedsworth,

Regarding Greenhouse Gas Transit and Connectivity Method backups, below are the improvements in this application for Transit and Connectivity Methods.

Sidewalk Construction, Repair and Replacement on:

Bell Way	1043	feet	from N. Olive to N. Ventura Ave.
Cameron St	304	feet	Kellogg Street to E. Barnett Street
E Barnett St	551	feet	from N. Olive to N. Ventura Ave.
Forbes Ln	1665	feet	from N. Olive to N. Ventura Ave.
Kellogg St	284	feet	from N. Ventura Ave. to Cameron St.
Riverside St	1329	feet	from N. Simpson St. to End
Snow Ct/W Barnett St	509	feet	from N. Olive to N. Olive
W Mcfarlane Dr	251	feet	from N. Olive to N. Ventura Ave.
W Park Row Ave	527	feet	from end to N. Ventura Ave.
WVince St	1901	feet	from Riverside St. to N. Ventura Ave.
WWarner St	118	feet	from Riverside St. to N.Olive Street

As well as publicly accessible sidewalks and pathways inside the project site totaling 3,294 feet.

Installation of continental crosswalks extending safe accessible walkways at 22 legs, addition of 2 curb extensions, and 14 ADA-accessible curb ramps. Two Rapid Rectangular Flashing Beacons (RRFB's), crossing N. Ventura Avenue at Fix Way and another at the Class 1 Bike Path across W. Stanely Avenue.

A Class lll Bike Boulevard on N. Simpson Street for 5,992 lane feet from Riverside Street to Cedar Street.

A Bike Boulevard throughout the Westview project area, including a 4,568 lane feet of Class lll Bike Boulevard on Riverside Street, W. Vince Street, and W. Barnett Street which will connect the entire project to the city's existing bike network.

Pertaining to transit-related amenities: 5 bus stops along N. Ventura Avenue will be upgraded with new shelters and added bike racks; and urban greening along a 1,000 foot section of the existing Class I bike path.

Sincerely,

De-nise
Chief Executive Officer

tit

995 RIVERSIDE STREET VENTURA, CALIFORNIA 93001
PH (805) 648-5008 FAX (805) 643-7984 TDD (805) 648-7351

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into as of _____, between Homecomings, Inc., its directors, officers, agents and other representatives (collectively, "Homecomings") and _____, its heirs, successors or assignees, agents, or other representatives ("collectively, Contractor").

RECITALS

Whereas, Contractor possess particular skill and expertise in the area of _____ and performs such services on a consulting basis;

Whereas, Homecomings is in need of such services;

Now, therefore, Homecomings wishes to engage the services of Contractor subject to the terms and conditions set forth herein:

1. Scope of Consulting Duties. In exchange for the compensation set forth below, Contractor shall provide consulting services outlined in Exhibit A.

2. Reporting. Contractor shall receive direction with regard to consulting services desired from _____ and shall direct all reports, questions or communications to _____ as needed.

3. Timing of Services. Except for meeting any project deadlines and complying with any budget limitations established by Homecomings with the agreement of Contractor, Contractor shall set his/her own hours and days of work, and shall be solely responsible for determining the dates, amount and frequency of time spent performing services to Homecomings.

4. Compensation. Contractor shall be paid per Exhibit A to this contract during which consulting services are rendered pursuant to the terms of this Agreement, with total payment for all services rendered hereunder not to exceed _____ without the prior written approval of Homecomings. Contractor shall invoice Homecomings for all such services performed by no later than the last business day of each month, and shall provide supporting documentation for all such invoicing. Homecomings shall pay each invoice by no later than thirty (30) days following receipt of said invoice by check made payable to Contractor. Contractor shall provide appropriate tax identification information to Homecomings.

5. Expenses and Equipment. Contractor shall be solely responsible for all personal out-of-pocket expenses (including but not limited to travel charges, mileage, meals, supplies, electronic equipment, business accounts or other personal expenses) incurred in connection with the performance of the duties described hereunder.

6. Staff. Contractor shall have the right to retain staff as necessary to support Contractor's performance of the services contemplated hereunder, without the prior approval of Homecomings. Contractor shall inform Homecomings of the identity of any such personnel within three (3) business days of retaining such personnel.

7. Compliance with Laws. The Contractor, in its performance of its obligations under this Agreement, shall comply with all laws, ordinances, codes, rules, regulations, licensing, permitting or certification requirements that are applicable to the conduct of the Contractor's business and its performance of the services under this Agreement. If the Contractor performs services contrary to applicable laws, ordinances, codes, rules and regulations, the Contractor shall assume responsibility for such services and shall bear the costs attributable to correction.

8. Term of Agreement. This Agreement will be deemed awarded only after the Agreement has been formally approved and signed by both parties. Contractor will have no authority to start work, no payment will be authorized by Homecomings, and Homecomings will not be liable for any materials purchased or services rendered by the Contractor prior to the award of the contract. This agreement shall commence on _____, and terminate on _____, and may be extended by mutual agreement. Upon termination, Contractor shall be entitled to payment in full for all services performed prior to notice of termination.

9. Termination of Agreement. Either party may terminate this Agreement upon ten (10) days' written notice to the other party. Homecomings may immediately terminate this Agreement for cause if Contractor fails or refuses to comply with the policies or reasonable directives of Homecomings, is guilty of misconduct in connection with performance of his/her services to Homecomings, or materially breaches provisions of this Agreement.

10. Assignment. Contractor shall have no right to assign his/her rights and obligations hereunder to any third party. Homecomings may assign its rights and obligations under this Agreement to a third party only upon the written approval of Contractor.

11. Scope of Authority. Contractor has no authority to take action outside the scope of the duties described above on behalf of Homecomings without the prior approval of Homecomings, and may not hold him/herself out as having such authority. Neither party has the right to bind the other party to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

12. Confidentiality. Contractor acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, member records or information, processes, information, records, data and ideas by Homecomings and/or used by Homecomings in connection with the operation of its business. Contractor agrees that he/she will not disclose any of this property or information, directly or indirectly, or use any of it in any manner for the benefit of him/herself or for any third party, either during the term of this Agreement or at any time thereafter, except as required in the course of his/her provision of services to Homecomings. All customer records or information, business records or information, files, records, documents, letters, notes, media lists, original artwork and similar items relating to the business of Homecomings, whether prepared by Contractor or otherwise coming into his/her possession, shall remain the exclusive property of Homecomings. Upon the termination of this Agreement, or whenever requested by Homecomings, Contractor shall immediately deliver to Homecomings all such property, information, and other items in his/her possession or under her control. Contractor further agrees that he/she will at all times preserve the confidential nature of his/her relationship to Homecomings and of the services hereunder.

13. Conflicts of Interest. Contractor represents that he/she is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between Contractor and any third party. During the term of this agreement, Contractor shall perform the required duties in a timely and productive manner. Contractor is expressly free to perform services for other parties while performing services for Homecomings, as long as such provision of services does not impair Contractor's ability to perform his/her duties to Homecomings or pose a conflict of interest or breach of confidentiality for Homecomings, in Homecomings' sole discretion.

14. Independent Contractor. This Agreement shall not render Contractor an employee, partner, agent of, or joint venture with Homecomings for any purpose. Contractor is and will remain at all times an Independent Contractor in his/her relationship to Homecomings. Contractor shall not be eligible for and shall have no claim against Homecomings hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, tax liability or employee benefits of any kind.

15. Taxes. Homecomings shall not be responsible for withholding taxes with respect to Contractor's compensation hereunder. As an independent contractor, Contractor shall be solely responsible for the payment of any and all taxes charged by any federal, state or local taxing authority as a result of Contractor's work performed or compensation paid pursuant to this Agreement. Contractor shall indemnify and hold harmless Homecomings from any and all such tax liabilities.

16. Licenses and Insurance. As an independent contractor, Contractor shall be solely responsible for determining and obtaining all personal or business licenses necessary for him/her to lawfully and safely perform the duties contemplated hereunder, including without limitation business tax license and driver's license as needed. Before the services can be rendered, the selected firm must provide proof of Insurance. Certificates of Insurance acceptable to Homecomings, Inc must be submitted prior to commencement of any work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless thirty (30) day prior written notice has been given to Homecomings. If the insurance described above is cancelled, Homecomings reserves the right to terminate the contractual relationship upon thirty (30) days' notice. (Exhibit B)

17. Choice of Law. The laws of the state of California shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

18. Arbitration. Any controversies arising out of this Agreement or its interpretation shall be resolved by arbitration in accordance with the provisions of the California Arbitration Act, section 1280 et seq. of the California Code of Civil Procedure. If the parties are unable to agree on a neutral arbitrator, then each party shall select one person, who shall then choose a third impartial arbitrator whose decision shall be final and conclusive on both parties. The parties shall share the fees and costs of arbitration on a 50/50 basis, except that each party shall bear its respective attorneys' fees and costs arising in any dispute under this Agreement. Venue for such arbitration shall be in Ventura County, California unless otherwise mutually agreed between the parties.

19. Waiver. Waiver by one party hereto or breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

20. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:
Name
Title
Address
Phone

If to Homecomings:
Denise M. Wise
Executive Director
995 Riverside Street
Ventura, CA 93001
Telephone: (805) 648-5008

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

21. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless it is in writing signed by the parties hereto.

22. Attorneys' Fees and Costs. In the event any dispute or claim arises out of this Agreement, the prevailing party shall be entitled to recover its reasonable fees and costs from the other party.

23. Standard of Care. The Contractor and its employees, subcontractors, and other persons or entities performing portions of the services for or on behalf of the Contractor, shall perform all services in a manner consistent with the standard of professional skill and care under California law, applicable to those who specialize in providing such services, under circumstance similar to that of the services which are the subject of this Agreement.

24. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and at Owner's request defend, the Owner and its officers, directors, employees, and agents, from and against claims, liabilities, damages, losses, costs, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the services, failure to perform the services or condition of the services, to the extent caused in whole or in part by the negligent acts or omissions of the Contractor, a subconsultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be

construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. The provisions of this Section shall survive the expiration or termination of this Agreement.

25. Ownership of Work Product. All documents, reports, surveys, materials, architectural and engineering drawings, and specifications ("Work Product") developed or assembled by the Contractor in connection with this Agreement shall be the exclusive property of the Owner. The Owner shall own all of the right, title and interest, in and to the Work Product including without limitation, all trademarks, copyrights, trade secrets, patents, and any and all other intellectual property rights. The Owner shall have the unrestricted right to use and disclose the Work Product in any manner and for any purpose related to the Project without payment of further compensation to the Contractor. The Owner shall have the rights granted in this Section regardless of whether this Agreement is terminated early or Contractor fully performs its services under this Agreement. The Owner shall have access to the Work Product in whatever form at all times during the term of this Agreement. Any Work Product in the possession of the Contractor upon completion or termination of this Agreement shall be delivered to the Owner promptly upon payment to the Contractor for services rendered in accordance with this Agreement prior to termination or completion. Copies of the Work Product including reproducible copies may be retained by the Contractor but the Contractor warrants that the Work Product shall not be made available by the Contractor to any person or entity for use without the prior approval of the Owner other than in connection with the Project.

26. Nondiscrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability in the performance of this Agreement. Contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations to clients or the general public.

27. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

28. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

29. Knowing and Voluntary Execution. Homecomings and Contractor agree that each party has the authority to enter into this agreement, and that each party does so knowingly and voluntarily and with full understanding of its terms.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date(s) reflected below. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Date: _____ **Homecomings, Inc.**

_____
By: Denise M, Wise
Its: Executive Director

Date: _____ **Housing Authority of the City of San Buenaventura**

_____
Approved As To Form
By: Tiernan Dolan
Its: General Counsel

Date: _____ **Contractor**

_____
By:
Its:

EXHIBIT A

SCOPE OF WORK &
TIME AND MATERIALS FEE SCHEDULE

EXHIBIT B

INSURANCE REQUIREMENTS

(a) Without limiting Contractor's indemnification obligations set forth in this Agreement, Contractor shall purchase from, and maintain in place at its sole expense on a continuous basis during the performance of the Services, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance in the forms set forth below as will protect Contractor from claims which may arise out of or result from Contractor's operations and completed operations under the Agreement, whether such operations be by Contractor or by a subcontractor, or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to Contractor's obligations under Section 5.2 of the Agreement. Each policy shall contain a provision that the policy will not be canceled or allowed to expire or be materially changed or reduced until at least 30 days' prior written notice has been given to Client.

(1) Worker's Compensation Insurance. Contractor shall obtain Worker's Compensation insurance as required by California law and Employer's Liability with a limit not less than $1,000,000 per occurrence. Such policies shall contain a waiver of subrogation on a form acceptable to Client.

(2) Commercial General Liability Insurance. Contractor shall obtain Commercial General Liability insurance written on an occurrence policy form including Blanket Contractual Liability (insuring the obligations assumed by Contractor in the Agreement), Employees as Additional Insured, Completed Operations-Products Liability, Personal Injury Liability endorsement, Property Damage Liability including Broad Form Property Damage endorsement. "Claims-made" and "modified occurrence" policy forms are not acceptable. The minimum limits of liability shall be:

a. $1,000,000 Combined Single Limit per Occurrence Bodily Injury and Property Damage.

b. $2,000,000 General Aggregate Limit.

c. $1,000,000 Products and Completed Operations Aggregate. Products and Competed Operations Insurance shall be maintained for a minimum period of three (3) years after final payment, and Contractor shall continue to furnish evidence of such coverage to Client on an annual basis during the aforementioned period.

(3) Comprehensive Automobile Liability Insurance. Contractor shall obtain Comprehensive Automobile Liability insurance applicable to any owned, non-owned or hired vehicle in limits not less than the following:

a. $1,000,000 per occurrence Combined Single Limit of Bodily Injury and Property Damage Liability.

(4) Professional Liability Insurance. If Contractor is performing any professional work Contractor shall obtain errors and omissions insurance including full prior acts coverage sufficient to cover any and all claims and suits arising out of all such work (or a retroactive date no later than the date on which Contractor commences such work) with limits not less than $1,000,000 per claim and $2,000,000 annual aggregate. The policy shall include without limitation, contractual liability coverage covering the obligations assumed by Contractor in the Agreement. Contractor shall maintain this coverage continuously in effect during the term of the Agreement and until all claims and suits arising out of such work are barred by the applicable statute of limitations and repose. In the event that Contractor subcontracts any portion of his professional duties, Contractor shall require any such subcontractor to purchase and maintain the insurance coverage as provide in this subsection.

(b) Client and such other persons and entities as may be designated by Client in writing, shall be named as additional insureds under the policies required by Sections (a)(2) and (a)(3) above, by way of endorsement acceptable to Client. The Additional Insured endorsement shall provide coverage arising out of both ongoing and completed operations. The endorsement must specify Contractor as the named insured and shall include the policy number and expiration date. The additional insured endorsement shall provide that the insurance is primary insurance with respect to the interests of such additional insureds, and that any other insurance or self insurance maintained by or available to the additional insured shall be excess and non-contributory with the insurance provided hereunder. The coverage provided to the additional insureds must be at least as broad as that provided to Contractor and may not contain any additional exclusionary language or limitations applicable to the additional insureds. The endorsement shall provide that no act or omission of an additional insured shall affect or limit the coverage otherwise provided.

(c) Certificates of insurance acceptable to Client or, at Client's request, copies of policies, shall be filed with Client prior to commencement of the Services, as well as all endorsements and waivers of subrogations referred to above and waiver, endorsements and certificates from all subcontractors. Each certificate and endorsement must have an original signature by an authorized agent of the respective insurers. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, Contractor shall supply Client with Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy. In the event any renewal or replacement

policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, Contractor shall also furnish Client with a certified copy of the renewal or replacement policy unless Client provides Contractor with prior written consent to submit only a Certificate of Insurance for any such policy. All renewal and replacement policies shall be in form and substance satisfactory to Client and written by carriers acceptable to Client.

(d) In no event shall any failure of Client to receive certified copies or certificates of policies required under this Exhibit C or to demand receipt of such certified copies or certificates prior to Contractor's commencing the Services be construed as a waiver by Client of Contractor's obligations to obtain insurance pursuant to this Exhibit C. The obligation to procure and maintain any insurance required by this Exhibit C is a separate responsibility of Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.

(e) If Contractor fails to purchase and maintain, or require to be purchased or maintained, any insurance required under this Exhibit C, Client may, but shall not be obligated to, (i) upon five (5) days' written notice to Contractor, purchase such insurance on behalf of Contractor and shall be entitled to be reimbursed by Contractor upon demand, or (ii) terminate this Agreement, and Client shall retain all remedies for breach of this Agreement. Client shall have the right to offset the cost of any such insurance, including without limitation, premiums, against any sums payable to Contractor under this Agreement. If Contractor fails to obtain insurance required by this Agreement, Contractor shall fully indemnify, defend and hold harmless Client and its officers, directors, employees, and agents from any and all claims for which the required insurance would have provided coverage.

(f) Any aggregate limit under Contractor's liability insurance shall, by endorsement, apply to the Services separately.

None of the requirements contained herein as to types, limits and acceptability of insurance coverages to be maintained by Contractor are intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Contractor under the Agreement or at law, including without limitation, Contractor's indemnification obligations and liability in excess of the limits and coverages required herein. Neither receipt of certificates, endorsements, or polices showing less or different coverage than required, nor any other forbearance or omission by or for Client, shall be deemed a waiver of, or estoppel to assert, any right or obligation regarding the insurance requirements herein. Contractor shall be solely responsible to pay any amount that lies within the deductible or self insured retention of Contractor's insurance policies, regardless of the amount of the deductible or self insured retention and regardless of the cause of the loss, injury or damage.