

SANTA CLARA VALLEY HABITAT AGENCY

REQUEST FOR PROPOSALS

For
Appraisal Services

RFP No. 2022-02

Submittal Deadline:
not later than 3:00 PM
(PST) on June 30, 2022

SUBMIT RESPONSES TO:

SANTA CLARA VALLEY HABITAT AGENCY
ATTENTION:
Robin Kohn
Senior Real Estate Agent
535 Alkire Avenue, Suite 100
Morgan Hill, CA 95037
robin.kohn@scv-habitatagency.org

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1.0 INTRODUCTION

The Habitat Agency is a joint powers authority formed on April 26, 2013 by the County of Santa Clara, and the Cities of San José, Morgan Hill, and Gilroy in accordance with the Joint Exercise of Powers Act (Government Code section 6500 et seq.). The Habitat Agency is the lead agency on this RFP.

The Habitat Agency was formed to implement the Santa Clara Valley Habitat Plan (“Habitat Plan” or “Plan”) and Implementing Agreement for the long-term protection of ecosystems and biodiversity within the eastern and southern portion of the Santa Clara Valley, and to provide incidental take authorization for impacts to specified covered species pursuant to the Federal Endangered Species Act (16 U.S.C. sections 1531-1544) and the California Natural Community Conservation Planning Act (Fish and Game Code sections 2800-2835) resulting from certain specified covered activities, including local land use and public infrastructure activities.

The Habitat Plan and other Habitat Agency related information, including the joint powers agreement, may be found at: www.scv-habitatagency.org.

Direct all inquiries regarding this Request for Proposal (RFP) electronically in written form by email to Robin.Kohn@scv-habitatagency.org (Deadline for final questions is June 15, 2022)

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Habitat Agency.

All addenda for this RFP will be distributed via the Habitat Agency website:
<http://scv-habitatagency.org/296/Request-for-Proposals>

It is the proposer’s sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE PROJECT SCHEDULE

The following represents the tentative schedule for this project. Any change in the scheduled dates will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

Deadline for final Questions	June 15, 2022
Proposal Submission Deadline.....	June 30, 2022
Evaluation of Proposals.....	July 8, 2022
Agreement Negotiations (conclude by).....	July 15, 2022
Agreement Execution by Habitat Agency.....	July 22, 2022
Scope of Work Completion.....	October 31, 2022

3.0 PROJECT DESCRIPTION

The Santa Clara Valley Habitat Agency (Habitat Agency) is seeking appraisers and appraisal firms qualified to appraise rural lands in fee and easement, as specified in the Scope of Services. The Habitat Agency is currently seeking proposals for three large ranch properties, each of which total over 1,000 acres in Santa Clara County. Consultants may bid on one or more of the appraisal service contracts described below.

4.0 SCOPE OF SERVICES

I. Project Description

The Santa Clara Valley Habitat Agency is seeking proposals for three large Ranch properties three large ranch properties, each over 1,000 acres in Santa Clara County. These appraisals shall be full narrative Yellow Book appraisals that conform to the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA); and to the Uniform Standards of Professional Appraisal Practice (USPAP). The properties to be appraised are as follows:

1. Young Ranch - located at Metcalf Road and Silver Creek Valley Road, San Jose, CA (APNs: 678-01-018, 729-57-003, 678-01-004, 678-11-003, 678-12-001, 678-10-007, 678-10-013, and 678-15-016, approximately 2,150 acres). This will involve appraisal of the fair market value of the legal parcels both individually and collectively, by addressing the current market value of the as is, fee simple interest in each of the six individual land parcels (plus two road access parcels), as well as the value of the larger ranch as a single economic unit (i.e., all parcels sold in a single transaction to one buyer). The Appraisal shall recognize that all or most of Young Ranch is a critical component of the Santa Clara Valley Habitat Plan's Reserve System and an important open space and habitat resource for the region. The appraisal shall also recognize that the Young Ranch biological and ecological resources have been extensively studied and catalogued over a long period and, as such, there is extensive data and information available assessing its resources, including presence of threatened and endangered species and their habitat. The appraisal shall analyze such data and information, as well as comparable sales, and information on potential development and income producing mitigation bank scenarios to the extent they are relevant to highest and best use.

2. O'Connell Ranch – located at 500 Walnut Ave., Gilroy (APNs 898-21-022, 898-21-023, 898-21-021, and 898-21-014, approximately 1,125 acres). This will involve appraisal of the current fair market fee simple value of the entire property, as well as the value of two 20-acre parcels that would be subdivided off and retained by the seller, and the remainder parcel, individually and collectively. The Appraisal shall consider comparable sales, as well as any other relevant information from the owner and the Habitat Agency to the extent they are relevant to highest and best use.

3. South Santa Clara Valley Ranch Property – located near Morgan Hill, approximately 2,000 acres. This will involve appraisal of the current fair market fee simple value of the entire property, as well as the value of a separate parcel containing residential structures and outbuildings that would be subdivided off and retained by the seller, and the remainder parcel, individually and collectively. The Appraisal shall consider comparable sales, as well as any other relevant information from the owner or previous owner to the extent that they are relevant to highest and best use.

5.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Appraiser shall assure that the designated individuals specified as the project team, is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team shall not be made without the prior written approval of the Habitat Agency.

6.0 GENERAL TERMS & CONDITIONS

- 6.1 **Standard Agreement.** Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a Consultant services agreement, the general form of which is included as **Attachment A**.
- 6.2 **Independent Consultant/Contractor.** At all times the Consultant/Contractor shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the Habitat Agency. Therefore, the Consultant/Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the Habitat Agency its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 6.3 **Publicity Clause.** Respondent must obtain prior written approval from the Habitat Agency for use of information relating to the Habitat Agency or this Agreement in advertisements, brochures, promotional materials, or media, press releases or other informational avenues.
- 6.4 **Non-Appropriation.** The Habitat Agency may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.

Conflict of Interest. The Consultant/Contractor shall warrant that no official or employee of the Habitat Agency has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the Habitat Agency.

- 6.5 **Non-Collusion.** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
- 6.6 **Indemnification & Insurance Requirements.** The Habitat Agency's standard indemnification and insurance requirements are provided in the form consultant services agreement, **Attachment A**. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the Habitat Agency's written request. Failure to provide the documents within the time stated may result in the rejection of the firm's proposal.
- 6.7 **Protests and Appeals.** In accordance with the Habitat Agency's procedures, any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Habitat Agency's Executive Officer. The protest shall be submitted in writing within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

7.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

7.1 **Cover Letter** with the following information:

- Title and number of this RFP.
- Name and mailing address of firm (include physical location if mailing address is a PO Box).
- Contact person, Email address, and telephone number.

The Habitat Agency will use email to notify respondents of critical developments such as interview schedules, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who has frequent access to email. The Habitat Agency will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The Habitat Agency will not attempt to re-deliver any messages which fail due to no fault of the Habitat Agency.

- Which properties the Consultant wishes to submit a bid for.

- 7.2 **Signature Requirements** – The Cover Letter must be signed by an officer empowered by the Consultant/Contractor to sign such material and thereby commit the Consultant/Contractor to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.
- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
 - Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
 - Proposals which are submitted by an Individual doing business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm’s name.
- 7.3 **TAB A: Firm’s Qualifications** – Describe the firm and provide a statement of the firm’s qualifications for performing requested services. Identify the services which would be completed by the firm’s staff and those that would be provided by sub-Contractors, if any. Identify any sub-Contractors you propose to utilize to supplement your firm’s staff. Include the firm’s organizational chart, including its constituent parts, and size variation of staffing levels in the past five years.
- 7.4 **TAB B: Experience and References** – Provide a summary of the firm’s experience in providing these or similar services. Provide a minimum of three references for related projects or service agreements, including dates, contact person and phone number, and a brief description of the project or agreement. Public sector references are preferred.
- 7.5 **TAB C: Qualifications of Team** – Provide a summary of the qualifications and experience of each team member assigned to this project, including length of service with the firm and résumé, and the qualifications/experience of any sub-contractor staff on your project team. Include a list of the staff available for this project and the designated project manager/lead for each applicable category.
- 7.6 **TAB D: Project Plan** – Provide a detailed discussion of your firm’s approach to the successful implementation of each project the Consultant is bidding on. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub-contractors. Schedule should be sensitive to the schedule shown in **Section 2.0**.

- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).
 - B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act. Proposers shall include a statement that describes any specific portion(s) of their submittal that are considered proprietary and should not be releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.
 - C. Include a statement of assurance that Consultant/Contractor will not substitute members of their designated team without approval by the Habitat Agency staff.
 - D. Include a statement which declares there is no Conflict of Interest (per **Section 6.5**).
 - E. Provide a statement attesting there has been no Collusion (see **Section 6.6**).
 - F. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the form contract (**Section 6.7**). (Please note that actual Certificates of Insurance are not required as part of your submittal.)
 - G. Consultant/Contractor and all subcontractors shall comply with State of California prevailing wage requirements applicable to any and all such work.
 - H. Consultant/Contractor shall always comply with the City / County ordinances, rules, policies, and guidelines in relation to any and all work or activities on, in or about the property.
- 7.7 **TAB F: Exceptions** – Describe all proposed exceptions, alterations, or amendments to the Scope of Services or other requirements of this RFP, including the Standard Agreement **Attachment A**. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the Habitat Agency’s determination of whether it is possible to successfully negotiate a contract with your firm/individual.
- 7.8 **Cost Proposal** – Provide a total cost for the proposal with a breakdown of costs delineated by tasks as described in your project plan.
- 7.9 **Rate Schedule** – Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses requested to be paid by the Habitat Agency.

All cost proposals shall be signed and dated per Section 7.2 above

8.0 SUBMITTAL INSTRUCTIONS

- 8.1 We require your submittal package may be submitted by email.
- **BY EMAIL: One (1)** proposal and cost proposal in PDF form, please include a cover letter as detailed in section 7.1.

- 8.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.

- 8.3 **Proposals are due to the Santa Clara Valley Habitat Agency by 3:00 pm June 30, 2022**
SANTA CLARA VALLEY HABITAT AGENCY
Attention: Robin Kohn
535 Alkire Avenue, Suite 100
Morgan Hill, CA 95037
robin.kohn@scv-habitatagency.org

- 8.4 Electronically submitted proposals by email will be accepted.

- 8.5 The Habitat Agency shall not be responsible for proposals delivered to a person or location other than that specified herein.

- 8.6 Late submittals shall not be accepted or considered.

- 8.7 All submittals, whether selected or rejected, shall become the property of Habitat Agency, and will not be returned.

- 8.8 All costs associated with proposal preparation shall be borne by the proposer. RFP does not commit the Habitat Agency to award a contract, nor does it commit the Habitat Agency to pay any costs incurred with the submission of the proposals or the participation of any of the proposers in the RFP process including but not limited to travel expenses, any necessary studies or designs for the proposal preparation or interview. All costs associated with the proposal preparation, interview preparation and attendance are the sole responsibility and expense of the submitting and participating Proposers.

- 8.9 All proposals shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.

9.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications of firm (per Sections 7.3 and 7.4)	25
B. Experience and qualifications of proposed staff (per Section 7.5)	30

C. Understanding of the project – Proposed Project Plan (per Section 7.6)	25
D. Proposed Cost (per Section 7.9)	20
Total Possible Points:	100

10.0 SELECTION PROCEDURE

- 10.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by the Senior Real Estate Agent and Executive Officer in accordance with the above criteria.
- 10.2 The Habitat Agency reserves the right to make an award without further discussion of the submittal with the proposer. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.
- 10.3 The Habitat Agency reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.
- 10.4 The Habitat Agency reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 10.5 The Habitat Agency will notify all proposers whether or not they are selected for the subject work. Email is the Habitat Agency’s preferred method of communication for all stages of the RFP process.**

Attachment A

Standard Agreement (includes Indemnification & Insurance Requirements)

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
SANTA CLARA VALLEY HABITAT AGENCY
AND
-----**

THIS AGREEMENT dated _____, is by and between the SANTA CLARA VALLEY HABITAT AGENCY, a joint powers authority (hereinafter "AGENCY"), and _____, a _____ (hereinafter "CONSULTANT").

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

CONSULTANT shall perform those _____ (type) services specified in detail in EXHIBIT A, entitled "SCOPE OF SERVICES", which is attached and incorporated.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be from _____ to _____, inclusive, subject to the provisions of SECTION 11 of this AGREEMENT.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of CONSULTANT are to be completed according to the schedule set out in EXHIBIT B, entitled "SCHEDULE OF PERFORMANCE", which is attached and incorporated. Time is of the essence in this AGREEMENT.

SECTION 4. COMPENSATION.

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed _____ Dollars (\$_____). The rate and schedule of payment is set out in EXHIBIT C, entitled "COMPENSATION," which is attached and incorporated.

SECTION 5. METHOD OF PAYMENT.

Each month, CONSULTANT shall furnish to the AGENCY a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONTRACTOR.

It is understood and agreed that CONSULTANT, in the performance of the work and services agreed to be performed by CONSULTANT, shall act as and be an independent contractor and not an agent or employee of AGENCY.

SECTION 7. ASSIGNABILITY.

The parties agree that the expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONSULTANT's obligations hereunder, without the prior written consent of AGENCY, and any attempt by CONSULTANT to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

CONSULTANT shall defend, indemnify and hold harmless AGENCY, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by CONSULTANT's officers, employees or agents. The acceptance of services and duties by AGENCY shall not operate as a waiver of such right of indemnification.

SECTION 9. INSURANCE REQUIREMENTS.

CONSULTANT agrees to have and maintain the policies set forth in EXHIBIT D, entitled "INSURANCE," which is attached and incorporated. All policies, endorsements, certificates and/or binders shall be subject to approval by the Agency as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Agency. CONSULTANT agrees to provide AGENCY with a copy of the

policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 10. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

SECTION 11. TERMINATION.

- A. Either party shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.

- B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, AGENCY may terminate this AGREEMENT immediately upon written notice.

- C. AGENCY's Executive Officer is empowered to terminate this AGREEMENT on behalf of AGENCY.

- D. In the event of termination, CONSULTANT shall deliver to AGENCY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, AGENCY shall pay CONSULTANT for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. STANDARD OF PRACTICE.

CONSULTANT shall exercise the degree of care and skill ordinarily exercised by companies in the same business performing the same or similar services at the same time and in the same geographic area. CONSULTANT makes no warranty, either

expressed or implied, as to the Services, except that the Services were performed pursuant to the standard of practice described.

SECTION 13. GOVERNING LAW.

AGENCY and CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 14. COMPLIANCE WITH LAWS.

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 15. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for CONSULTANT in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by AGENCY, or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or discovered by CONSULTANT, or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of AGENCY without restriction or limitation upon their use. It is understood by both parties that materials will be subject to the Public Records Act.

SECTION 17. WAIVER.

CONSULTANT agrees that waiver by AGENCY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by AGENCY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 18. CONSULTANT'S BOOKS AND RECORDS.

- A. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to AGENCY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.

- B. CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.

- C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to AGENCY, at any time during regular business hours, upon written request by the Executive Officer, Finance Officer, General Counsel, or a designated representative of any of these officers. Copies of such documents shall be provided to AGENCY for inspection. Unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

- D. Where AGENCY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, AGENCY may, by written request by any of the above-named officers, require that custody of the records be given to AGENCY. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest.

SECTION 19. SPECIAL PROVISIONS.

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT E, entitled, "SPECIAL PROVISIONS", which is attached and incorporated.

SECTION 20. NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To AGENCY: Santa Clara Valley Habitat Agency
Attn: Executive Officer
535 Alkire Avenue, Suite 100
Morgan Hill, CA 95037

To CONSULTANT:

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 21. VENUE.

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

SECTION 22. INTERPRETATION, PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached, represents the entire understanding of the parties as to those matters contained herein. In the event that the terms specified in any of the Exhibits attached conflict with any of the terms specified in the body of this AGREEMENT, the terms specified in the body of this AGREEMENT shall control. No

prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may be modified only by a written amendment duly executed by the parties to this AGREEMENT.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

“AGENCY”

APPROVED AS TO FORM:

SANTA CLARA VALLEY HABITAT
AGENCY, a joint powers authority

VALERIE J. ARMENTO
General Counsel

By _____
EDMUND SULLIVAN
Executive Officer

“CONSULTANT”

_____, a _____

By _____
Name:
Title:

EXHIBIT A
SCOPE OF SERVICES

CONSULTANT shall perform the following services:

[INSERT DETAILED, CLEAR DESCRIPTION OF SERVICES THAT CONSULTANT WILL PERFORM. USE ACTIVE RATHER THAN PASSIVE VOICE. INCLUDE CLEAR DESCRIPTION OF DELIVERABLES.]

EXHIBIT B

SCHEDULE OF PERFORMANCE

[INSERT APPLICABLE SCHEDULE. THE FOLLOWING IS ONLY ONE EXAMPLE OF A VERY GENERAL SCHEDULE. MORE SPECIFICS MAY BE NEEDED.]

Work shall commence immediately upon execution of this AGREEMENT. The estimated time for completion is _____.

EXHIBIT C
COMPENSATION

[INSERT APPLICABLE COMPENSATION PROVISIONS. THE FOLLOWING IS ONLY ONE EXAMPLE OF VERY GENERAL COMPENSATION PROVISIONS. MORE SPECIFICS MAY BE NEEDED.]

AGENCY agrees to compensate CONSULTANT at the hourly rate of _____ Dollars (\$_____) for professional services performed in accordance with the terms and conditions of this AGREEMENT.

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and reimbursable expenses, shall not exceed _____ Dollars (\$_____). Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to AGENCY.

Reimbursable expenses shall include:

EXHIBIT D
INSURANCE

CONSULTANT, at CONSULTANT's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the Agency Counsel.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and

4. Professional Liability Errors & Omissions \$1,000,000 per occurrence/ aggregate limit.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Agency Counsel. At the option of AGENCY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects AGENCY, its officers, employees, agents and contractors; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the Agency Counsel.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
 - a. The Santa Clara Valley Habitat Agency, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to AGENCY, its officers, employees, agents and contractors.
 - b. CONSULTANT's insurance coverage shall be primary insurance as respects AGENCY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by AGENCY, its officers, employees, agents or contractors shall be excess of CONSULTANT's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided AGENCY, its officers, employees, agents, or contractors.
 - d. Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Coverage shall contain a waiver of subrogation in favor of the AGENCY, its officers, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the AGENCY, its officers, employees, agents and contractors.

3. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to AGENCY, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to Agency.

F. Verification of Coverage

CONSULTANT shall furnish AGENCY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following postal address, or any subsequent address as may be directed in writing by the Agency:

Santa Clara Valley Habitat Agency
535 Alkire Ave, Suite 100
Morgan Hill, CA 95037

G. Subcontractors

CONSULTANT shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

EXHIBIT E

SPECIAL PROVISIONS

[INSERT ANY SPECIAL PROVISIONS REQUIRED. THE FOLLOWING LANGUAGE CAN BE USED WHEN REQUIRED BUT SHOULD NOT BE USED ROUTINELY.]

Retroactive Services.

It is understood and agreed that CONSULTANT has provided services prior to the execution of this AGREEMENT in anticipation of its execution. If AGENCY accepts and approves the services provided by CONSULTANT prior to the date of this AGREEMENT, AGENCY agrees to compensate CONSULTANT for those services in accordance with the terms of this AGREEMENT. However, in no event shall CONSULTANT be compensated for work performed for AGENCY prior to _____ .

