



**REQUEST FOR PROPOSALS
RFP No. 23-01**

**CITY OF EL SEGUNDO
Building Plan Check and/or Inspection Services
Date of Issuance: March 6, 2023**

Dear Sir/Madam,

The City of El Segundo invites qualified firms to submit a sealed proposal to provide Building Plan Check and/or Inspection Services for the El Segundo.

Five (5) hard copies and one (1) electronic copy of the sealed proposal must be received by the City Clerk by:

2:00 P.M. PST, May 11, 2023

City of El Segundo
City Clerk's Office
350 Main Street
El Segundo, CA 90245

Late proposals will not be accepted.

Interested parties may obtain a copy of this RFP by accessing the City of El Segundo website:

<https://www.elsegundo.org/government/departments/city-clerk/bid-rfp>

Any and all updates, addenda, questions and answers and changes to this RFP will be distributed through the Bid/RFP webpage. The City will not be held responsible or liable if interested bidders or proposals miss any information relevant to this RFP.

THE CITY OF EL SEGUNDO ENCOURAGES THE PARTICIPATION OF MINORITY- AND WOMEN-OWNED BUSINESSES

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SECTION 1. GENERAL:

The City of El Segundo (“City”) is requesting proposals from qualified consulting professionals or firms (“Consultant”) related to building and safety services. The City is requesting proposals that provide the following: 1) building permit plan check services; 2) building permit inspection services; or 3) both building permit plan check and building permit inspection services.

Agreements with selected Consultant(s) will be for three-year term.

A list of the scope of services is provided herein. Consultants responding to this proposal must indicate the skills, ability, and/or services which distinguish the consulting professionals or firms from other consulting professionals or firms to make the proposal the best choice for the city.

SECTION 2. SUMMARY

This Request for Proposals (RFP) solicits proposals from qualified consultants, firms, and/or a team comprised of different companies for building plan check and safety services as described herein, including building permit plan check review services and, as-needed, on-call support for building permit inspections. Proposals may submit bids that include 1) building permit plan check services; 2) building permit inspections; or 3) both building permit plan check and building permit inspection services. These building and safety services should be construed as mutually exclusive services. The City retains the right to accept or reject any and all of the proposals; or any item or part thereof at its discretion; make an award for a portion of the scope of work/services; or award contracts to one or more proposers for any portion of the described services.

Questions regarding this RFP must to be submitted to Siavosh Poursabahian, Building Official, by email to spoursabahian@elsegundo.org no later than 4:00 p.m. on April 6, 2023. Answer to all questions will be published and distributed through the City website by 5:00 p.m. on April 20, 2023.

To respond to this RFP, an interested party must submit **five (5) hard copies and one (1) electronic copy to the City Clerk’s office** by the due date and time specified on the cover of the solicitation, 2:00 pm PST on Thursday, May 11, 2023.

Proposals must be submitted plainly identifying the RFP and consultant’s name and address. Proposals must address all information requested in this RFP. A proposal may add information not requested in this RFP, but the information should be in addition to, not instead of, the requested information and format. Proposals must be received (i.e., uploaded) by 2:00 pm PST on Thursday, May 11, 2023, in order to be considered timely for the purpose of selecting a consultant to provide the requested services.

The City may, based on the proposals presented in the response to this RFP, select the Consultant best able to provide Building Services for the City with an anticipated commencement date of June of 2023. The successful Consultant will be asked to sign a Professional Services Agreement with the City prior to being given notice to proceed. A sample Professional Services Agreement is attached as part of the RFP documents. Proposers must evaluate this Agreement and agree with the terms and conditions contained therein unless written objections are included with their proposal. The form of this agreement

will not be subject to negotiations; therefore, if you are not able to sign this agreement do not submit a Statement of Qualifications.

SECTION 3. BACKGROUND:

In 2022, the Building and Safety Division issued total 1991 permits and 2080 permits in 2021.

Traditionally, updated editions of model codes are published every three years through the International Code Council's code development process. Code development is consensus process where the construction industry, material manufactures, and code officials modify and ratify the model codes at the national level. In turn, these model codes are amended and adopted by the California Building Standards Commission as Title 24 of the California Code of Regulations, and subsequently adopted and amended as needed by local agencies throughout the State. The city adopted the most recent 2022 California Building Codes with some local amendments. The adopted codes and amendments can be viewed here:

https://codelibrary.amlegal.com/codes/elsegundoca/latest/elsegundo_ca/0-0-0-25460

The next edition of the model codes as amended by the State of California are due for adoption. The city will be processing a proposed ordinance for adoption in 2025, so that buildings whose permit applications are applied for on or after January 1, 2026, must comply with the 2025 California Building Codes. The ordinance will likely re-adopt the city's existing administrative, technical, and interpretive provisions to facilitate the application of the State codes at the local level. It will also contain local amendments to some of the State and model codes to reflect Climate Action Plan policy implementation; address local geologic, climatic, and topographic conditions; and streamlining administrative provisions allowing more responsive services to the public.

The City has historically contracted with an outside firm to perform building plan check review and/or Inspection services. The Building and Safety Division has two full-time building permit technicians, two full-time building permit plan checkers, three building inspectors, and a Building Official. The city currently utilizes email system to accept permit applications and plans, but it is in process of implementing OpenGov system portal by which applicants can submit permit application and plans online, and Bluebeam to conduct virtual plan check. The OpenGov system will be utilized for project tracking and document storage, including building permit in- take and processing and building inspection workflow tasks. The web portal will allow for more self-service options, document exchange, and more services that will come online over time. The Consultant will need to be able to accommodate electronic plan check review (i.e., have an electronic file sharing platform that is compatible with these new City technologies).

SECTION 4. SCOPE OF WORK AND FEES:

The following Scope of Work represents the services and responsibilities the successful proposer will be expected to provide and perform. Additional services or tasks which, in your opinion, should be included must be clearly identified. Conversely, requested services or tasks which, in your opinion, should not be included, or are specifically excluded from the proposal, must also be clearly identified. The City is committed to selecting an excellent team that will produce a high-quality work product and deliver a high level of customer service. Should the use of sub-consultants be proposed by the proposing firm, they must be clearly identified and included as part of the proposal in response to this RFP. **Consultant may submit bids that include: 1) building permit plan check services, 2) building permit inspection services, or 3) both building permit plan check and inspection services.** These building and safety services will be construed as mutually exclusive services. The City retains the right to accept or reject any and all proposals, or any item or part thereof at its discretion, make an award for a portion of the scope of work/services, or award contracts to one or more proposers.

1) BUILDING PERMIT PLAN CHECK SERVICES

- a) Perform architectural, structural, plumbing, mechanical and electrical plan check review for buildings and structures for compliance with applicable Federal and State laws, building and safety codes, City ordinances, and acceptable engineering practices. Type of proposed plan check work may include new construction (residential, commercial, or industrial), remodel, additions, green building, Accessibility, Low Impact Development (LID), etc.
 - 1) Perform traditional initial building plan check (first review) of submitted plans to determine compliance with City adopted 2022, as amended by the city, California Building Code, California Plumbing Code, California Mechanical Code, California Electrical Code, California Energy Code, California Green Building Code, California Residential Code, California Historical Code and California Existing Building Code.
 - 2) Provide the applicant and the city with a written list of items needed for clarification or correction in order to achieve compliance with building requirements.
 - 3) Perform all necessary liaison services with the Building Official, or designee, either by mail, e-mail, telephone, or virtual capacity, or in the Consultant's main office to ensure compliance with local policy interpretations.
 - 4) Perform building permit plan check services of plan revisions that have been previously submitted and/or have been previously approved for permit issuance.
 - 6) Perform accessibility surveys upon request and demonstrate that designated staff providing this service are CASp certified.
 - 7) Provide a Structural Inventory for the project such as Use, Occupancy Type, Construction Type, Number of Stories, total floor area for each occupancy type, Fire Sprinkler requirements, etc.
- b) Confirm building use, occupancy, and type of construction, and review construction of buildings and structures to determine satisfaction of safety requirements.

- c) Perform plan review of both regular and accelerated plan reviews within 10 working days from the date the city submits the plans to consultant for plan review for both initial plan reviews and subsequent plan review cycles.
- d) The city will utilize OpenGov tracking system. The Consultant will be provided appropriate licensing for OpenGov, when implemented, and be expected to enter and monitor plan-checking information into the portal.

2) BUILDING PERMIT INSPECTION SERVICES

- a) Provide an on-call ICC-certified Building Inspector who is fully trained/ certified/qualified for all construction regulated by all applicable Federal, State and City building and safety codes/ordinances requirements consistent with California Building Code Chapter 1, Division II, sections 110. Proposals must dictate the terms and limitations to this as-needed service, including any limitation to providing Saturday or after-hour inspection services.
- b) Ability to serve as a resource and provide information on City regulations to property owners, residents, businesses, the general public and other City departments.
- c) Inspect buildings and structures, for which building permits have been issued, for compliance with the approved plans and applicable codes and ordinances.
- d) Inspect for compliance with applicable conditions of approval set forth by the City's Community Development Department, Planning Commission, and/or City Council, and communicate with City staff as appropriate. The building permit applicant must print all project conditions on approved building plan sets so that they are readily available during inspection services.
- e) Coordinate with various City and County agencies and departments, and other governmental agencies providing services, and/or having jurisdiction over any aspect of a development project in order to obtain compliance with the above building and safety codes and regulations.
- f) During inspections, issue work correction notices. In the event an inspection finds violations in code requirements and/or permit conditions of approval, the Consultant will immediately document accordingly in City's permitting tracking system.
- g) The City will utilize OpenGov tracking system. The Consultant will be provided appropriate licensing for OpenGov and be expected to enter and monitor daily inspection information into the portal.

3) FEES

The City's fees for Building Services are based on the City's Master Fee Schedule (link provided below). The schedule was last amended in 2022 and remains in effect until new fees are adopted by the City Council.

- a) Building permit plan check services. The City will estimate permit and plan check fees at intake and collect preliminary payment from the applicant. Consultants fee structure for traditional building permit plan check services must be based as a percent of the amount paid to the Building and Safety Division for the plans submitted as regular plans. The Consultant may provide an optional add-on service for additional plan review cycles. It is anticipated that Consultant will invoice the City monthly pursuant to the agreed upon, percentage-based rate in the Agreement. Proposals must provide a percentage of the amount paid to the City for the plans submitted as regular plans no less than 25 percent.
- b) Building permit inspection services. The City's permit fee includes a basis for recovering the building permit inspections services. The Consultant fee structure for traditional building permit inspection services must be based on specified time and material basis. The Consultant may provide an optional add on services for specialty inspections and Saturday or after-hour inspection services. It is anticipated that Consultant will invoice the City monthly on a time and material basis for on-call inspections.

City staff will also continue to facilitate the collection of fees from other departments and/or agencies that are due (as applicable) and payable prior to or concurrent with the issuance of a building permit.

<https://www.elsegundo.org/home/showpublisheddocument/5425/637895813277970000>

Please note that the Consultant will not be allowed to perform work in excess of the described services in the Consulting Agreement without the prior, written approval of the City. Before any Extra Work is initiated, the Consultant must identify the kind and estimated quantities of the Extra Work to be done. Approval of additional funding may also be required. Any increase in compensation or contract amendment must be authorized and funded in advance. No compensation for Extra Work or any other change in the contract will be allowed unless the Extra Work or change has been authorized in writing by the City, and the compensation or method of determining such compensation is stated in such written authority. All requests for Extra Work must be in a written Change Order submitted to the City prior to the commencement of such work. The foregoing terms should be included (i.e., abridged) in the Consultant's response to the RFP. Omission does not immediately result in disqualification, but will be contractually exercised one way or other, unless alternative compliance is proposed that is mutually agreed to by both parties prior to contract execution and notice to proceed.

SECTION 5. STATEMENT OF QUALIFICATIONS:

The proposal must include the following items in the order listed:

- 1) **Firm Experience** – Provide a summary of projects or contracts that are similar in scope to the types of projects and services noted herein. The summary should include a brief description of past projects, the name of your project manager and staff that worked on the project, and the name and current phone number of the client’s project manager.
- 2) **Project Team** – Provide the names and qualifications of the key individuals that will be responsible for the coordination and production of these services, their respective roles and the organizational structure of the team. Technical support staff should be included if they will perform a significant role in the preparation of the work products. The office of record for each team member must be listed as well as the primary office location where the work is to be performed.
- 3) **Project Approach** – Provide a summary of the Consultant’s proposed approach to typical projects including a description of quality assurance and schedule control measures to be utilized. It is quite likely that during the course of the contract, the Consultant will have multiple plan checks of significant size active at the same time. Describe how you will manage the efficient completion of concurrent tasks/projects and provide references relative to your past success in this regard.
- 4) **Conflict of Interest** – No person performing services for the City, in connection with the establishment of any agreements or any projects resulting from this solicitation, may have a financial or other personal interest other than employment or retention by the City in any contract or subcontract in connection with this solicitation or any resulting project. No officer or employee of such person retained by the City may have any financial or other personal interest in the resulting project, unless such interest is openly disclosed upon the public records of the City and such officer, employee, or person has not participated in the acquisition of such property for or on behalf of the City.
- 5) **Prohibited Contracts** – The City will not contract with and will reject any Statement of Qualifications submitted by the persons or entities specified below, unless the City Council finds that Special Circumstances exist which justify the approval of such a contract.
 - Persons employed by the City, or of public agencies for which the City Council are the governing body.
 - Profit-making firms or businesses in which employees described in this solicitation serve as officers, principals, partners, or major shareholders.
 - Persons who, within the immediately preceding 12 months, came within the provisions of this solicitation and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participation any way in developing the contract or its service specifications; and
 - Profit-making firms or businesses in which the former employees described in this solicitation serve as officers, principals, partners, or major shareholders.
 -

The submitter certifies that the consultant firm has complied with the above provisions, and that any ensuing contract will be valid.

SECTION 6. SUBMITTAL RECEIPT PROCESS

The successful consultant will be selected by the City Council acting within its sole discretion. The City Council is under no obligation to contract with any consultant.

To be considered, proposers must submit:

- One (1) electronic copy of their proposal, in a PDF file, to allcityclerks@elsegundo.org. The subject title needs to read “RFP#23-01 Building Plan Check and/or Inspection Services”. The person submitting the RFP must include in their email, person’s full name, title, company name and phone number. Once the City Clerk’s office receives the electronic copy of the RFP, staff will reply to the email acknowledging receipt of the electronic RFP. If you do not receive confirmation, it is the proposer’s responsibility to contact the City Clerk’s office to make sure that the electronic copy of the RFP has been received.

AND

- Five (5) hard copies in a sealed envelope with the name and address of the company submitting the proposal and it should be clearly marked with the words “**Request for Proposal (RFP#23-01)**” and the title “**RFP#23-01 Building Plan Check and/or Inspection Services**”.

NO LATER THAN:

2:00P.M. PST on May 11, 2023

to

**City of El Segundo
City Clerk’s Office
350 Main Street
El Segundo, CA 90245-3813**

- **PROPOSALS MUST BE SUBMITTED BY DUE DATE AND TIME.** Once the deadline is reached, no further submissions are accepted. Once the Due Date and Time has passed, City staff will then begin reviewing the submissions for responsiveness, compliance, and other issues.
- **PROPOSALS MAY BE WITHDRAWN by the submitter before, but not after, the time set as Due Date and Time.**
 - **Important Note:** It is the Consultant’s sole responsibility to ensure their proposals are received on time by the City. The City of El Segundo is not responsible for proposals that do not arrive by the Due Date and Time.

ELECTRONIC SUBMISSIONS CARRY FULL FORCE AND EFFECT: The Consultant, by submitting their electronic proposals, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this qualification are true and correct.

PROPOSALS ARE PUBLIC RECORDS: Upon receipt by the City, proposals and qualifications will become public records subject to public disclosure. It is the responsibility of the submitter to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the qualification's general references to sections of the California Public Records Act (CPRA) will not suffice. If the Consultant does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the CPRA, the City will release information when required in accordance with the CPRA, pursuant to any other applicable law, or by order of any court or government agency, and the submitter agrees to hold the City harmless for any such release of this information. By submitting a proposal, Consultant agrees to reimburse the City for, and to indemnify, defend, and hold harmless the City, its officers, employees, and agents, from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses, including without limitation, attorneys' fees, expenses, and court costs of any nature whatsoever, arising from or relating to the City's non-disclosure of any such designated portions of a proposal.

SECTION 7. RESOURCES

City of El Segundo Website:

<https://www.elsegundo.org/>

El Segundo Strategic Plan:

https://www.elsegundo.org/home/showdocument?id=4345&utm_medium=email&utm_source=govdelivery

Master Fee Schedule:

<https://www.elsegundo.org/home/showpublisheddocument/5425/637895813277970000>

SECTION 8. GENERAL PROPOSAL INFORMATION

- 1) All proposals must be made in accordance with the conditions of this RFP. Failure to address any of the requirements may be grounds for rejection of this proposal. (Please refer to Section 9 of this RFP for submittal requirements.) All information should be complete, specific, and as concise as possible. Respondents are liable for all errors or omissions contained in their submittals. Proposals should include any additional information that the respondent deems pertinent to the understanding and evaluation of the bid.

- 2) The City may modify the RFP or issue supplementary information or guidelines during the proposal preparation period prior to the due date.
- 3) Proposals will constitute firm offers valid for 90 days from the due date. Proposals may not be modified after the due date. All proposals should be signed by an authorized representative of the bidder. Once submitted, proposals may be withdrawn, modified, and resubmitted up until the due date. Any correction or re-submission of proposals will not extend the submittal due date.
- 4) The City's expectation of any consultant the City contracts with is that the consultant's values align with the City's values of highly ethical conduct, fiscal responsibility, respect for the City and others, and excellent customer service delivery.
- 5) The cost for developing the proposal is the responsibility of the Consultant and will not be chargeable to the City.
- 6) Proposals and Statements of Qualifications will be reviewed and ranked by a selection committee composed of City of El Segundo staff members. Ranking will be based on factors listed above, as well as additional relevant information, clarity, and neatness. The Proposal is to be no longer than 25 pages in length.
- 7) After discussion and ranking by the selection committee, one or more Consultants may be selected to negotiate an agreement. If necessary, and at the sole discretion of the City, the top firms may be invited to an interview prior to final selection. If the City selects this approach, reasonably sufficient time will be given to the Consultant to prepare for the interview. However, the interviews will be for the purpose of clarifying the proposals. Submittal of new proposal material at an interview will not be permitted. Interviews may involve a presentation and/or a question-and-answer session.
- 8) A copy of the City's professional services agreement is attached for your review. The form of this agreement will not be subject to negotiations; therefore, if you are not able to sign this agreement do not submit a Statement of Qualifications.
- 9) This RFP does not commit the City to award, nor does it commit the City to pay any cost incurred in the preparation of the submittal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. The City reserves the right to negotiate all terms and conditions of any agreements entered into. The City also reserves the right to not enter into any agreement, cancel or amend the process at any time. The City reserves the right to accept or reject any or all submittals, or any part of a submittal received as a result of this request, to waive minor irregularities, defects or technicalities in a submittal, to request clarifications or additional information from respondents, to award multiple contracts, or to solicit new submittals for the same scope of work or a modified scope of work, to negotiate individually with one or more consultants, and to select one or more consultants if determined to be in the best interest of the City.

- 10) Neither your organization, nor any of your representatives may have any claims whatsoever against the City, or any of its respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures, except as set forth in the terms of a definitive agreement between the City and your organization.

SECTION 9. SUBMITTAL CHECKLIST

Firms must submit required materials no later than **2:00 PM on May 11, 2023**, to City Clerk’s Office. Submittals received after the specified time will not be considered.

Submitted proposals must follow the format outlined below and include all requested information. Failure to submit proposals in the required format can result in the proposal being eliminated from evaluation and consideration.

- 1) Cover Letter – Must include the name, address, and telephone number of the company, and must be signed by the person(s) authorized to represent the Consultant.
- 2) Consultant Contact Information – Provide the following information about the firm and provide a summary of the Consultant’s Statement of Qualifications (provided in Section 5).
- 3) Summary – State overall approach to the Scope of Work (provided in Section 4) and explain the following:
 - A) Building permit plan check services. The Consultant’s technical capabilities for any relevant prerequisite service including but not limited to: a) Permit software data entry; b) Permit application reviews; c) Architectural review; d) Structural review; e) Mechanical review; f) Plumbing review; g) Electrical review; h) Disabled access review; i) Soils and grading; l) Green building review: etc. List company and individual team members experience in providing similar services, including qualifications, state registrations and/or ICC or other certifications related to the type of plan check work proposed to be provided by that individual. A table similar to the following must be submitted:

Name	Qualifications	Type of Review to be Performed
(Name of person)	(Professional registrations or certifications)	(Building structural, building life safety, plumbing, mechanical, electrical, green buildings, Accessibility, LID, etc.)

Proposal must also include information on the maximum proposed turnaround time for each possible type of job assigned, including but not limited to the following: a) Reviewing and approving plans and permit application for minor alterations or additions; b) Reviewing and approving plans and permit application for Solar or ESS systems; c) Reviewing and approving plans and permit application for single-tenant dwellings d) Reviewing and approving plans and permit application for multi-tenant dwellings; e) Reviewing and approving plans and

permit application for commercial Tenant Improvement; f) Reviewing and approving plans and permit application for Accessory Dwelling Units (ADU); g) Reviewing and approving plans and permit application for new commercial/industrial buildings; h) Reviewing and approving plans and permit application for new Mixed-Use Projects.

- B) Building permit inspection services. List company and individual team members experience in providing similar services, including qualifications, state registrations and/or ICC or other certifications related to the type of plan check work proposed to be provided by that individual. A table similar to the following must be submitted:

Name	Qualifications	Type of Inspection to be Performed
(Name of person)	(Professional registrations or certifications)	(Building structural, building life safety, plumbing, mechanical, electrical, green buildings, Accessibility, Title 25, etc.)

Proposal must also include information on the amount of time it would take to bring on a person for inspection services for the type of job assigned.

- 4) Cost of Services – Provide a summary of the Consultant’s fee rate(s).

SECTION 10. EVALUATION SCALE FOR RFP

All RFP’s will be evaluated based on the following criteria:

- Responsiveness and completeness of the RFP (10%).
- Consultant team qualifications and overall experience (30%).
- Issues and challenges (20%).
- Understanding and approach (20%).
- Cost of providing plan check and/or Inspection services (10%)
- Reference checks (10%).

SECTION 11. RFP SCHEDULE

Firms must submit required materials no later than **2:00 PM on May 11, 2023**, to the City Clerk’s Office. Submittals received after the specified time will not be considered. The City reserves the right to make changes to the below schedule but plans to adhere to the implementation of this proposal process as follows:

March 6, 2023	Request for Proposals Release Date
April 6, 2023, by 5 p.m. PST	Deadline to Submit Questions
April 20, 2023, by 5 p.m. PST	Answer to Questions
May 11, 2023, by 2 p.m. PST	Proposal Due Date
May 25, 2023	City Review of proposals*
June 8, 2023	Interview firms, if necessary*
June 2023	City Council approval of Agreement*

*** Tentative schedule**

ATTACHMENTS

Attachment “A”: Sample Agreement

**PROFESSIONAL SERVICES
AGREEMENT
BETWEEN
THE CITY OF EL SEGUNDO AND**

This AGREEMENT is entered into this _____ day of _____, 20____, by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city ("CITY") and _____ [name]_____, a _____ [type of organization]_____ ("CONSULTANT").

1. CONSIDERATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed _____ dollars (\$_____) for CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "A," which is incorporated by reference.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit "B," which is incorporated by reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PERFORMANCE STANDARDS. While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will

have fifteen (15) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. **PAYMENTS.** For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "A") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

5. **NON-APPROPRIATION OF FUNDS.** Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. **ADDITIONAL WORK.**

- A. CITY's city manager ("Manager") may determine, at the Manager's sole discretion, that CONSULTANT must perform additional work ("Additional Work") to complete the Scope of Work. If Additional Work is needed, the Manager will give written authorization to CONSULTANT to perform such Additional Work.
- B. If CONSULTANT believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.
- C. Payments over \$ [REDACTED] for Additional Work must be approved by CITY's city council. All Additional Work will be subject to all other terms and provisions of this Agreement.

7. **FAMILIARITY WITH WORK.**

- A. By executing this Agreement, CONSULTANT agrees that it has:
 - i. Carefully investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services

hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

8. **TERM.** The term of this Agreement will be from [REDACTED], to [REDACTED]. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "A";
- B. Termination as stated in Section 16.

9. TIME FOR PERFORMANCE.

- A. CONSULTANT will not perform any work under this Agreement until:
 - i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and
 - ii. CITY gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

10. **TIME EXTENSIONS.** Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

11. **CONSISTENCY.** In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

- A. Exhibit A: [REDACTED]; and
- B. Exhibit B: [REDACTED]. [LIST AND DESCRIBE EXHIBITS, AS APPLICABLE]

12. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

13. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.

14. **PERMITS AND LICENSES.** CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

15. **WAIVER.** CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

16. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.
- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

17. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY's property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

18. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public CITY without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

19. INDEMNIFICATION.

A. CONSULTANT agrees to the following:

- i. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement.
- ii. *Indemnification for other Damages.* CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 23, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT

pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

20. **ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

21. **INDEPENDENT CONTRACTOR.** CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

22. **AUDIT OF RECORDS.** CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

23. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$1,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be

reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

- C. Professional liability coverage will be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.”
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT’s expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 16.

24. USE OF SUBCONTRACTORS. CONSULTANT must obtain CITY’s prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

25. INCIDENTAL TASKS. CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

26. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CONSULTANT:

If to CITY:

City of El Segundo

El Segundo, CA

Attention: [REDACTED]

Attention: [REDACTED]

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

27. **CONFLICT OF INTEREST.** CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

28. **SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

29. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

30. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

31. **COMPLIANCE WITH LAW.** CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

32. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are [REDACTED] ([REDACTED]) Attachments to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

33. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

34. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

35. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's executive manager, or designee, may execute any such amendment on behalf of CITY.

36. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

37. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

38. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

39. **FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

40. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

[Signatures on next page]

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF EL SEGUNDO

[CONSULTANT NAME]

Darrell George,
City Manager

By:

Title:

ATTEST:

Tracy Weaver,
City Clerk

Taxpayer ID No. _____

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____
Joaquin Vazquez, Assistant City Attorney