



## CITY OF SIGNAL HILL

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2175 Cherry Avenue • Signal Hill, California 90755-3799

THE CITY OF SIGNAL HILL  
WELCOMES YOU TO A REGULAR  
CITY COUNCIL MEETING  
July 09, 2024

The City of Signal Hill appreciates your attendance. Citizen interest provides the Council and Agency with valuable information regarding issues of the community. Meetings are held on the 2nd and 4th Tuesday of every month.

Meetings begin at 6:00 pm with the conduct of any business permitted to be conducted in closed session by the Brown Act (Government Code Section 54950, et seq.), if any, and with the public portion of the meeting beginning at 7:00 pm. There is a period for public comment on closed session matters at 6:00 pm prior to the closed session. In the event there is no business to be conducted in closed session, the regular meeting shall begin at 7:00 pm. There is a public comment period at the beginning of the regular meeting. Any person wishing to comment shall be allotted three minutes per distinct item. Any meeting may be adjourned to a time and place stated in the order of adjournment.

The agenda is posted 72 hours prior to each meeting on the City's website and outside of City Hall. The agenda and related reports are also available for review online at [www.cityofsignalhill.org](http://www.cityofsignalhill.org).

**To view the meeting live at 7:00 p.m.:**

- City of Signal Hill website at [www.cityofsignalhill.org](http://www.cityofsignalhill.org), select the City Council Meetings Link from the home page.
- Charter Spectrum Channel 74 or Frontier FiOS Channel 38.

**To participate at 7:00 p.m.:**

- In-person Participation: Council Chamber of City Hall, 2175 Cherry Avenue, Signal Hill, California, and 42 Baka Road, Madison, Maine.
- To make a general public comment or comment on a specific agenda item, you may also submit your comment, limited to 250 words or less, to the City Clerk at [cityclerk@cityofsignalhill.org](mailto:cityclerk@cityofsignalhill.org) not later than 5:00 p.m. on Tuesday, July 9, 2024. Written comments will be provided electronically to City Council and attached to the meeting minutes. Written comments will not be read into the record.

City Council Members are compensated \$722.18 per month. City Clerk and City Treasurer are compensated \$438.22 per month.

(1) **CALL TO ORDER – 7:00 P.M.**

(2) **ROLL CALL**

MAYOR WOODS  
VICE MAYOR WILSON  
COUNCIL MEMBER COPELAND  
COUNCIL MEMBER HANSEN  
COUNCIL MEMBER JONES

(3) **PLEDGE OF ALLEGIANCE**

(4) **PUBLIC BUSINESS FROM THE FLOOR ON ITEMS NOT LISTED ON THE AGENDA  
(SPEAKERS WILL BE GIVEN THREE MINUTES FOR EACH DISTINCT ITEM)**

(5) **COMMUNITY ANNOUNCEMENTS**

(6) **PRESENTATIONS**

- a. MAYOR WOODS WILL PRESENT A PROCLAMATION TO THE PARKS, RECREATION AND LIBRARY SERVICES DEPARTMENT STAFF IN RECOGNITION OF JULY AS “PARKS MAKE LIFE BETTER” MONTH.

(7) **PUBLIC HEARINGS**

- a. PUBLIC HEARING - RESOLUTION CONFIRMING THE DIAGRAM AND ASSESSMENT FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND LEVYING ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS FOR FISCAL YEAR 2024-25

Summary:

The City formed Landscape and Lightning Maintenance District (LLMD) in 1992 to fund the cost of maintenance of common landscaped areas within the California Crown Tract. The California Crown Tract boundaries are located south of East Hill Street, north of East 19th Street, west of Temple Avenue, and east of North Orizaba Way. Annually, the City Council must initiate proceedings to renew the levy and collection of special assessments for the LLMD. The proposed resolution declares the City Council's intention to levy and collect the proposed assessments. The total proposed assessment for all California Crown Tract lots for FY 2024-25 is \$102,465.58. The proposed annual assessment for basic lots is \$1,035.87, representing a ten percent increase of \$94.17. The proposed annual assessment for landscape easement lots is \$1,391.15, representing a ten percent increase of \$126.47. Property owners approved the proposed assessments within the LLMD through the last Proposition 218 hearing that occurred on June 14, 2022.

Strategic Plan Goal(s):

- Goal No. 1 Financial Stability: Ensure the City's long-term financial stability and resilience
- Goal No. 5 High-Functioning Government: Strengthen internal communication, recruitment, retention, systems and processes to increase the effectiveness and efficiency of city services.

Recommendation:

Adopt a resolution, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND LEVYING ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS FOR FISCAL YEAR 2024-25

**(8) CITY MANAGER REPORTS**

- a. PUBLIC WORKS SERVICES AGREEMENT FOR ON-CALL CITY ENGINEERING SERVICES, GENERAL ENGINEERING DESIGN, PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT SERVICES

Summary:

The City Council will consider authorizing the City Manager to execute twenty-five (25) on-call Professional Consultant Services Agreements with qualified firms to provide City Engineer and various professional engineering services on an on-call basis, for a not-to-exceed amount of \$100,000 each. Importantly, staff would note the contract authority limit for each proposed contract is intended to provide the City with the opportunity to use one or more of the firms identified as qualified to perform services. The contract authority limits are not intended to align with the budgetary authority for each service; staff monitors spending associated with each contract to ensure expenditures remain within the City Council's approved budget allocation.

The professional engineering services are divided into the following categories:

- City Engineer Services
- General Civil Engineering Services
- City Traffic Engineering Services
- Geotechnical Engineering and Material Testing Services
- Land Surveying Services
- Structural Engineering Services
- Landscape Architecture Services
- Water Engineering Services
- Program and Project Management Services

- Construction Management and Construction Inspection Services

The Public Works Department is responsible for providing reliable, well-maintained public facilities and essential services to residents and the business community. The responsibilities include the design, construction, and maintenance of all City facilities, including the water system, streets, traffic signals, parks and buildings. The Public Works Department utilizes on-call engineering support services to provide engineering related services necessary to carry out the projects in the Capital Improvement Program and routine departmental engineering support. The projects benefit the community, thereby accomplishing annual goals as defined by the City Council in the approved annual Operating Budget. If approved by City Council, each contract will be effective July 10, 2024, for a three-year term, for an annual not-to-exceed amount of \$100,000.

Strategic Plan Goal(s):

- Goal No. 1 Financial Stability: Ensure the City's long-term financial stability and resilience.
- Goal No. 4 Infrastructure: Maintain and improve the City's physical infrastructure, water system, and recreational spaces.
- Goal No. 5 High Functioning Government: Strengthen internal communication, recruitment, retention, systems, and processes to increase the effectiveness and efficiency of City services.

Recommendations:

1. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Transtech Engineers, Incorporated, to provide City Engineer services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
2. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with KPFF Consulting Engineers (KPFF) for as-needed General Civil Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
3. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Kreuzer Consulting Group (KCG) for as-needed General Civil Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
4. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Michael Baker International, Incorporated (MBI) for as-needed General Civil Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City

Attorney.

5. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Willdan Engineering (Willdan) for as-needed General Civil Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
6. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with General Technologies and Solutions, LLC (GTS) for City Traffic Engineering services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
7. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Linscott, Law, & Greenspan, Engineers (LLG) for City Traffic Engineering services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
8. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with W.G. Zimmerman Engineering, Incorporated for City Traffic Engineering services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
9. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Associated Soils Engineering, Incorporated (ASE) for as-needed Geotechnical Engineering and Material Testing Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
10. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Shannon & Wilson for as-needed Geotechnical Engineering and Material Testing Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
11. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Coast Surveying, Incorporated for as-needed Land Surveying Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
12. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with KDM Meridian (KDM) for as-needed Land Surveying Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
13. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Myers Houghton & Partners, Incorporated (MHP) for as-needed Structural Engineering Services for a not-to-exceed amount of

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- \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
14. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Architerra Design Group (Architerra) for as-needed Landscape Architecture Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
  15. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with David Voltz Design Landscape Architects, Incorporated (David Voltz) for as-needed Landscape Architecture Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
  16. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with RJM Design Group, Incorporated (RJM) for as-needed Landscape Architecture Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
  17. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with SWA Group (SWA) for as-needed Landscape Architecture Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
  18. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with MCM Management Company (MCM) for as-needed Water Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
  19. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with SA Associates (SA) for as-needed Water Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
  20. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Cumming Management Group, Incorporated (Cumming) for as-needed Program and Project Management Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
  21. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Project Partners for as-needed Program and Project Management Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
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22. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Psomas for as-needed Program and Project Management Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
23. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with FCG Consultants, Incorporated (FCG) for as-needed Construction Management and Construction Inspection Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
24. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Interwest Consulting Group (Interwest) for as-needed Construction Management and Construction Inspection Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
25. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Z&K Consultants, Incorporated (Z&K) for as-needed Construction Management and Construction Inspection Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
- b. CONTINUANCE OF THE PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY IN RESPONSE TO FEBRUARY 2024 WINTER STORMS AND REAFFIRMING EMERGENCY CONDITIONS REQUIRING EMERGENCY ACTION TO COMPLETE EMERGENCY REPAIRS AT PANORAMA PROMENADE AND MOLINO AVENUE AND 20TH STREET

Summary:

The City Council will consider authorizing the City Manager to extend the proclamation of the existence of a local emergency in response to the February 2024 winter storms for 60 days. At the February 27, 2024, meeting, the City Council authorized the City Manager to extend the proclamation of the existence of a local emergency. The City Council adopted a Resolution, by a four-fifths vote, declaring authority to the City Manager or his designee, pursuant to Public Contract Code Sections 20168 and 22050, to enter into an emergency public works contract. The City Council also approved a Public Works contract with Zimprich Engineering Incorporated, for a not-to-exceed amount of four hundred thirty-one thousand nine hundred ten dollars (\$431,910), for emergency work pertaining to the Panorama Promenade Trail and the Molino Avenue and 20th Street slope immediate repair projects.

The City Council subsequently adopted resolutions, by a four-fifths vote, authorizing the City Manager, or his designee, pursuant to Public Contract Code Section 22050, to continue emergency storm damage repairs at the Panorama Promenade Trail and Molino Avenue and 20th Street. The City Council will

consider adopting a Resolution authorizing the City Manager, or his designee, pursuant to Public Contract Code Section 22050, to continue emergency storm damage repairs at the Panorama Promenade Trail and Molino Avenue and 20th Street. Staff requests the City Council authorize the City Manager to extend proclamation of the existence of a local emergency in response to the February 2024 winter storms for 60 days. Staff recommends the City Council, by a four-fifths vote, reaffirm the emergency continues to exist and, therefore, the emergency contract work must continue to be done without a public bidding process.

Strategic Plan Goal(s):

- Goal No. 1 Financial Stability: Ensure the City's long-term financial stability and resilience.
- Goal No. 2 Community Safety: Maintain community safety by supporting public safety services and increasing emergency preparedness.
- Goal No. 4 Infrastructure: Maintain and improve the City's physical infrastructure, water system, and recreational spaces.

Recommendations:

1. Authorize the City Manager to extend the proclamation of the existence of a local emergency in response to the February 2024 winter storms for 60 days.
2. Adopt a resolution, by four-fifths vote, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, DECLARING THE NEED TO CONTINUE THE EMERGENCY CONTRACTING AUTHORITY DELEGATED TO THE CITY MANAGER, OR HIS DESIGNEE(S), PURSUANT TO PUBLIC CONTRACT CODE SECTION 22050

**(9) CONSENT CALENDAR**

The following Consent Calendar items are expected to be routine and non-controversial. Items will be acted upon by the Council at one time without discussion. Any item may be removed by a Council Member for discussion.

- a. WAIVE THE READING OF ORDINANCES IN FULL AND AUTHORIZE READING BY TITLE ONLY

Summary:

The recommended action waives reading of ordinances in full and authorizes reading by title only. The purpose of this item is to help streamline the City Council meeting process, to avoid unnecessary delay and to allow more time for substantive discussion of items on the agenda.



Strategic Plan Goal(s):

Goal No. 5 High-Functioning Government: Strengthen internal communication, recruitment, retention, systems, and processes to increase the effectiveness and efficiency of City services.

Recommendation:

Waive the reading of all ordinances. Wherein the titles appear on the public agenda; said titles shall be determined to have been read by title, and further reading is waived.

- b. ADOPTION OF ORDINANCE NO. 2024-06-1548, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SIGNAL HILL AND EDCO, FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF SIGNAL HILL PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ

Summary:

At the June 11, 2024, City Council meeting, the City Council introduced Ordinance No. 2024-06-1548. Ordinance No. 2024-06-1548 is now presented for second reading and adoption.

EDCO Recycling and Waste Transfer Facility (Facility), requested to amend the Development Agreement and Facility Operations Agreement, and to modify Condition of Approvals (COA) of CUP 09-01 to allow an increase to the maximum permitted volume of waste that may be processed per day from 1,500 tons per day (tpd) to 2,500 tpd. Staff negotiated an updated Development Agreement wherein EDCO pays additional host fees commensurate with the increased tonnage.

Strategic Plan Goal(s):

Goal No. 1 Financial Stability: Ensure the city's long-term financial stability and resilience.

Goal No. 3 Economic & Downtown Development: Improve the local economy, support local businesses, and create a vibrant downtown core.

Recommendation:

Adopt Ordinance No. 2024-06-1548, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SIGNAL HILL AND EDCO, FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF SIGNAL HILL PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ

- c. ADOPTION OF ORDINANCE NO. 2024-06-1549 APPROVING ZONING ORDINANCE AMENDMENT 24-02, AMENDING CHAPTER 20.58 SIGNS OF TITLE 20 OF THE SIGNAL HILL MUNICIPAL CODE FOR CONSISTENCY WITH STATE AND FEDERAL LAWS BY REMOVING LANGUAGE PERTAINING TO SIGN CONTENT, ELECTION SIGNS, PUBLIC INFORMATION SIGNS, AND ADDING REGULATIONS FOR TEMPORARY NON-COMMERCIAL SIGNS, CITYWIDE; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA

Summary:

The City Council introduced Ordinance No. 2024-06-1549 at its regular meeting on Tuesday, June 11, 2024; the Ordinance is ready for a second reading and adoption. The primary purpose of Ordinance 2024-06-1549 is to amend Chapter 20.58 Signs of Title 20, pertaining to sign standards to be consistent with current case law.

Strategic Plan Goal(s):

Goal No. 5 High-Functioning Government: Strengthen internal communication, recruitment, retention systems, and processes to increase the effectiveness and efficiency of City services.

Recommendation:

Adopt Ordinance No. 2024-06-1549, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT 24-02, AMENDING CHAPTER 20.58 SIGNS OF TITLE 20 OF THE SIGNAL HILL MUNICIPAL CODE FOR CONSISTENCY WITH STATE AND FEDERAL LAWS BY REMOVING LANGUAGE PERTAINING TO SIGN CONTENT, ELECTION SIGNS, PUBLIC INFORMATION SIGNS, AND ADDING REGULATIONS FOR TEMPORARY NON-COMMERCIAL SIGNS, CITYWIDE; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA.

- d. CONTRACT AMENDMENT REGISTER DATED JULY 9, 2024

Summary:

The Contract Amendment Register is a listing of proposed contract amendments and project change orders eligible for streamlined processing based upon the following criteria as documented in the City's Purchasing Policy:

- The City Council authorized funds with the adopted fiscal year Operating Budget;
- Staff are satisfied with the goods/services received to date; and
- The City Manager reviewed and approved each amendment for streamlined processing.

There are two contract amendments being presented for City Council consideration as follows:

- 1) Bureau Veritas Technical Assessments Limited Liability Corporation: Professional consulting services for a term of six months from the date established in the notice to proceed, with the original agreement term from January 10, 2024 through July 10, 2024. The proposed First Amendment would extend the term by 90 calendar days through October 8, 2024.
- 2) KOA Corporation: Professional engineering and design services. The proposed Third Amendment would extend the term by 180 calendar days through January 7, 2025.

Strategic Plan Goal(s):

Goal No.1 Financial Stability: Ensure the City's long-term financial stability and resilience.

Recommendation:

Authorize the Contract Amendment Register dated July 9, 2024.

e. SCHEDULE OF INVESTMENTS AND MONTHLY TRANSACTION REPORT

Summary:

The Schedule of Investments is a listing of all surplus funds invested for both the City and the Successor Agency to the former Signal Hill Redevelopment Agency as of the date shown in the report. The monthly transaction report provides the changes in investments for the prior month.

Strategic Goal(s):

Goal No. 1 Financial Stability: Ensure the City's long-term financial stability and resilience.

Recommendation:

Receive and file.

f. WARRANT REGISTER DATED JULY 9, 2024

Summary:

The Warrant Register is a listing of all general disbursements, issued since the prior warrant register, and warrants to be released subject to City Council approval.

Strategic Plan Goal(s):

Goal No. 1 Financial Stability: Ensure the City's long-term financial stability and resilience.

Recommendation:

Authorize payment of the Warrant Register dated July 9, 2024.

g. APPROVAL OF MEETING MINUTES

Summary:

Regular Meeting of June 11, 2024.

Strategic Plan Goal(s):

Goal No. 5. High-Functioning Government: Strengthen internal communication, recruitment, retention, systems, and processes to increase the effectiveness and efficiency of City services.

Recommendation:

Approve the meeting minutes.

**(10) COUNCIL AGENDA--NEW BUSINESS**

COUNCIL MEMBER JONES  
COUNCIL MEMBER HANSEN  
COUNCIL MEMBER COPELAND  
VICE MAYOR WILSON  
MAYOR WOODS

**(11) ADJOURNMENT**

Tonight's meeting will be adjourned to the next regular meeting of the Signal Hill City Council to be held on Tuesday, July 23, 2024, at 7:00 p.m., in the Council Chamber of City Hall, 2175 Cherry Avenue, Signal Hill, CA 90755.

**CITIZEN PARTICIPATION**

Routine matters are handled most quickly and efficiently if contact is made with the City department directly concerned. However, if you would like to request that a matter be presented for City Council consideration, you may do so by writing to the City Council, City Clerk, or City Manager. The deadline for agenda items is 12 noon on the Tuesday preceding the Council and Agency meetings. The complete agenda, including back up materials is available on the City website on the Friday preceding the meeting.

If you need special assistance beyond what is normally provided to participate in City meetings, the City will attempt to accommodate you in every reasonable manner. Please call the City Clerk's office at (562) 989-7305 at least 48 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible.



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

STAFF REPORT

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7/9/2024

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**AGENDA ITEM**

**TO: HONORABLE MAYOR  
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO  
CITY MANAGER**

**BY: YVETTE E. AGUILAR  
PARKS, RECREATION & LIBRARY SERVICES DIRECTOR**

**SUBJECT: PRESENTATION**

Summary:

Mayor Woods will present a proclamation to the Parks, Recreation and Library Services Department staff in recognition of July as "Parks Make Life Better" Month.



STAFF REPORT

7/9/2024

**AGENDA ITEM**

**TO: HONORABLE MAYOR  
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO  
CITY MANAGER**

**BY: THOMAS BEKELE  
PUBLIC WORKS DIRECTOR**

**SUBJECT: PUBLIC HEARING - RESOLUTION CONFIRMING THE DIAGRAM AND ASSESSMENT FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND LEVYING ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS FOR FISCAL YEAR 2024-25**

Summary:

The City formed Landscape and Lightning Maintenance District (LLMD) in 1992 to fund the cost of maintenance of common landscaped areas within the California Crown Tract. The California Crown Tract boundaries are located south of East Hill Street, north of East 19th Street, west of Temple Avenue, and east of North Orizaba Way. Annually, the City Council must initiate proceedings to renew the levy and collection of special assessments for the LLMD. The proposed resolution declares the City Council's intention to levy and collect the proposed assessments. The total proposed assessment for all California Crown Tract lots for FY 2024-25 is \$102,465.58. The proposed annual assessment for basic lots is \$1,035.87, representing a ten percent increase of \$94.17. The proposed annual assessment for landscape easement lots is \$1,391.15, representing a ten percent increase of \$126.47. Property owners approved the proposed assessments within the LLMD through the last Proposition 218 hearing that occurred on June 14, 2022.

Strategic Plan Goal(s):

- Goal No. 1 Financial Stability: Ensure the City’s long-term financial stability and resilience
- Goal No. 5 High-Functioning Government: Strengthen internal communication, recruitment, retention, systems and processes to increase the effectiveness and efficiency of city services.

Recommendation:

Adopt a resolution, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND LEVYING ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS FOR FISCAL YEAR 2024-25

Fiscal Impact:

The proposed LLMD operating budget for FY 2024-25 includes expenditures totaling \$100,558.00. This budget is funded through assessments collected from property owners within the LLMD. The total proposed assessment for FY 2024-25 is \$102,465.58, reflecting a 10% increase approved by property owners during the last Proposition 218 on June 14, 2022. The approved increased assessment creates a reserve for future costs related to plant replacement, drainage installation, sprinkler replacement, and additional clean-up activities. The following charts provide a detailed breakdown of the proposed assessments for FY 2024-25, highlighting the increase compared to the previous fiscal year and the forecasted revenue and expenses for FY 2024-25, along with the projected ending balances:

PROPOSED FY 2024-25 ASSESSMENT

Type of Lot	Existing FY 2023-24 Assessment	Proposed FY 2024-25 Assessment	Total Increase (10%)
Basic Lot	\$941.70	\$1,035.87	\$94.17
Lots with Landscaping	\$1,264.68	\$1,391.15	\$126.47

FY 2024-25 REVENUE AND EXPENSE FORECAST

FY 2023-24 Projected Ending Balance	\$71,583.00
FY 2024-25 Proposed Revenues	\$102,465.58
FY 2024-25 Proposed Expenses	<u>(\$100,558.00)</u>
FY 2024-25 Projected Ending Balance	\$73,490.58

Background:

The City formed the LLMD in 1992 to provide a source of funds for the installation, repair, and operation of specific landscaped areas that benefit all properties within the California Crown Tract. In addition, the founding documents allowed for the creation of an Architectural Control Committee (ACC), consisting of LLMD property owners, to prioritize the goals of the LLMD.

The LLMD assessment area as shown on Exhibit A of the 2024 Engineer’s Report (Attachment A) is bound by Tract 48512 and contains 95 individual lots as follows:

- 64 basic residential lots;
- 26 residential lots with landscape easements; and

- 5 oil lots.

Annually, the City Council must initiate proceedings to renew the levy and collection of special assessments for the LLMD. Assessments can only be increased in accordance with Proposition 218, which amended the California Constitution by adding Article XIII D, limiting the ability of local government to generate revenue using special assessments, local taxes, fees and charges without taxpayer or property owner approval.

In addition, assessments may only be levied for special benefits, and requires that all assessments be supported by a detailed Engineer's Report prepared by a Registered Professional Engineer who is certified by the State of California. The increase in property desirability and value due to the maintenance of adjacent or surrounding trees, landscape, trail, hardscape, and appurtenant facilities is considered or defined as a special benefit. The Engineer's Report provides a detailed analysis of the improvements, operations, and maintenance expenses to be funded to demonstrate the assessed properties receive a special benefit over and above the benefits conferred on the general public.

In March 2021, the ACC hosted multiple site meetings with City staff to discuss the condition of the existing landscape, utility costs, and long-term expectations for the maintenance of the district. Based on the desired maintenance activities, the ACC proposed approximately \$105,400 of reserve revenue to be collected over a five-year term. The City held community meetings in March and April 2022, to inform residents about the upcoming Proposition 218 proceeding and assessment increase for FY 2022-23. At that time, a majority of residents voiced support for the increased assessment, citing the need to better maintain the aging infrastructure and landscaping. The 2022 Engineer's Report included the following key points:

- Reclassification of Lots 4, 5, 6, 7, 8, 22, 23, 24, 25, 26, and 27 from Basic to Landscape Easement lots to properly allocate those receiving special benefits. The Engineer's Report reclassified Lots 62 and 53 from Landscape Easement to Basic lots due to the absence of special benefit received. Therefore, the new total number of Basic lots was reduced to 26 and Landscape Easement lots increased to 64.
- The Engineer's Report excluded Signal Hill Petroleum (SHP) oil lots from the assessment as SHP does not receive special benefit as a result of enhanced landscape maintenance within the surrounding area. On April 26, 2022, SHP entered into a Property Maintenance Agreement with the City, to maintain its own landscape to current or better conditions.
- The 2022 Report identified a specific assessment roll for each parcel with the planned increase on the annual property tax bill as follows:
  - FY 2022-23: \$19.62 per month increase
  - FY 2023-24: 10% increase
  - FY 2024-25: 10% increase
  - FY 2025-26: 4% increase
  - FY 2026-27 and on: CPI increase

As part of the Proposition 218 proceedings, the City mailed 90 assessment ballots to property owners within the LLMD; 43 of those ballots were received prior to the close of the public hearing. Of these



ballots, 26 submitted assessment ballots were in support of the proposed assessments levy, and 17 assessment ballots were in opposition. The assessment ballots in support of the levy of the proposed assessments outweighed the assessment ballots in opposition, therefore, there was no majority protest established and the City Council adopted the resolutions declaring the results of the ballots and the increased assessments.

At the June 11, 2024, City Council approved the following actions:

- Set the Public Hearing to order the levy and collection of assessments for LLMD for FY 2024-25 for July 9, 2024;
- Approved the Engineer's Report; and
- Authorized the use of fund balance or reserves from previous years from LLMD accounts for special projects, as approved by the Public Works Director in accordance with the City's Purchasing Policy.

Analysis:

Based on the proposed FY 2023-24 budget plus special projects, the FY 2024-25 estimated operating budget for the LLMD is \$100,558. The budgetary breakdown is as follows:

Expense Description	FY 2024-25 Proposed Budget
Salaries & Benefits	\$26,993
Contract Services	\$8,805
Utility Services (Water & Electricity)	\$6,530
Maintenance & Supplies	\$4,670
Lawn care Services	\$18,451
General Services	\$110
Special Projects	\$35,000
<b>Total</b>	<b>100,559</b>

The City Council is required to initiate proceedings for the levy and collection of special assessments within the LLMD on an annual basis. The annual assessment for each of the 95 lots is shown on page eight of the 2024 Engineer's Report. The total proposed assessment for all lots for FY 2024-25 is \$102,465.58. The proposed annual assessment for basic lots is \$1,035.87, representing a ten percent increase of \$94.17. The proposed annual assessment for landscape easements lots is \$1,391.15, representing a ten percent increase of \$126.47.

Staff meets on a monthly basis with ACC to provide an update on the ongoing maintenance and discuss potential maintenance items that require improvement. Projects slated for FY 2024-25 include the following:

FY 2024-25 Special Projects	
Enhanced irrigation and landscape improvements	
Total Proposed Budget	\$35,000

Staff recommends the City Council approve the attached resolution declaring the City Council's order to levy and collect assessments for landscaping and maintenance activities within LLMD (Attachment B). The next step involves submitting the proposed assessments to the Assessor's Office for inclusion in the Los Angeles County tax rolls. This ensures that the assessments are properly recorded and collected along with property taxes for FY 2025-26. Property owners will see the updated assessments reflected in their annual tax bills.

Reviewed for Fiscal Impact:

\_\_\_\_\_  
Sharon del Rosario

Attachments:

- A. 2024 Engineer's Report
- B. Resolution Confirming LLMD Diagram and Assessment FY 2024-25



ENGINEER'S REPORT FOR  
LANDSCAPE & LIGHTING MAINTENANCE DISTRICT NO. 1  
**CITY OF SIGNAL HILL**



N | V | 5

June 3, 2024

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# SECTION 1

## DESCRIPTION OF DISTRICT AND FACILITIES

### INTRODUCTION

The Landscape & Lighting Maintenance District No. 1 (LLMD) was formed to provide a source of funds for the installation, servicing, repair and operation of landscaping and appurtenant facilities within the District boundaries.

Proposition 218 (Article XIID of the California Constitution), “The Right to Vote on Taxes Act”, was approved by voters on November 5, 1996. The passage of Proposition 218 limits the ability of local government to generate revenue using special assessments, local taxes, fees and charges without taxpayer or property owner approval.

Proposition 218 requires approval by a majority of property owners for all new or increased assessments. In order to levy assessments, the Act generally requires that a mailed ballot be sent to all property owners, and that a majority would have to return their ballots in favor of the proposed assessment compared to those opposed to it, weighted by the amount of assessment to be collected from each property.

The Act stipulates that assessments may only be levied for special benefits, and requires that all assessments be supported by a detailed Engineer’s Report prepared by a Registered Professional Engineer certified by the State of California. Based upon this requirement, a detailed analysis of the improvements or operations and maintenance expenses to be funded will be needed to demonstrate that the properties being assessed receive a special benefit over and above the benefits conferred on the general public.

#### A. NAME

The District is entitled “Landscape & Lighting Maintenance District No. 1”

#### B. BOUNDARY

The boundaries of the Landscape & Lighting Maintenance District No. 1 currently include parcels included in Section 6 Assessment Diagram.

Exact dimensions of each parcel are shown on the Los Angeles County Assessor’s maps.

#### C. FACILITIES – LANDSCAPE IMPROVEMENTS

##### Landscaping

Servicing means, the furnishing of water for the irrigation of said landscaping, or the maintenance of any other improvements within the landscape areas.

Maintenance means, the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including:

1. Repair, removal or replacement of all or any part of any landscape improvement, including walls and fencing.
2. Providing for the life, growth, health and beauty of landscaping, including without limitation, cultivation, irrigation, trimming, spraying, fertilizing, or treating disease or injury.
3. The removal of trimmings, rubbish, debris and other solid waste.

The plans and specifications for the irrigation and landscaping were prepared by the developer and previously approved by the City Engineer. These plans and specifications will serve as the benchmark for landscape maintenance standards. Landscaping generally consists of trees, shrubs, ground cover, automatic irrigation, turf, and perimeter walls along the length of the tract facing Temple Avenue, on landscape easement areas and public entry easement areas within Tract 48512. This will include those areas within Public Right-of-Way (including the median island on 20<sup>th</sup> Street and areas adjacent to perimeter tract walls as such walls are shown on preliminary grading plan and Conceptual Landscape Plans.) Reference is hereby made to the said plans and specifications for the exact location and nature of the landscaping improvements. Said plans and specifications by reference are hereby made a part of this report and are on file in the City Clerk's Office in City Hall and are available for public inspection.

Condition No. 3 of the amended Site Plan and Design Review 89-15 "Conditions of Approval makes the oil operator solely responsible for the cost of replacing and maintaining landscaping of Lots 17, 43, 73 and 79. The requirements of oil facility servicing presents heavy additional landscaping requirements for the oil lots. Regular well servicing requires the use of large heavy equipment, which can do extensive damage to grass and other landscaping. In addition, oil spills can regularly occur during work on oil production facilities. Spilled oil presents additional maintenance and landscaping replacement requirements since oil has the tendency to kill or damage surrounding landscaping.

Landscaping in the right-of-way of Temple Avenue on the east side, adjacent to Tract No. 48512, for the entire length of said tract will be maintained by the Lighting and Landscape Maintenance District No. 1 and funded by same.

### Lighting

Street lighting is not included in the district since lighting is standard throughout the remainder of the City.

## SECTION 2

### PROPOSED DISTRICT BUDGET

#### GENERAL

The 1972 Act provides that the total cost of installation, construction, maintenance and servicing of the public landscaping and park facilities can be recovered by the District. Maintenance may include the repair and/or replacement of existing facilities. Servicing may include electrical, water and associated costs from a public utility. Incidental expenses, including administration of the District, engineering fees, legal fees, printing, posting, mailing of notices, and all other costs associated with the formation and maintenance of the District may also be included.

#### BUDGET

The estimated Fiscal Year 2024-25 expenditures for maintenance and administration for the District under consideration for this report have been provided by the City and are as follows:

Expense Description	FY 2024-25 Proposed Amount
Salaries & Benefits *	\$26,992.00
Contract Services **	\$8,805.00
Utility Services (Water & Electricity) ***	\$6,530.00
Maintenance & Supplies	\$4,670.00
Lawn Care Services	\$18,451.00
General Supplies	\$110.00
Planned Special Projects	\$35,000.00
<b>Total</b>	<b>\$100,558.00</b>

\* Staff Budget is 5% time allocated to contract managers, maintenance supervisors, and senior maintenance workers

\*\* City Attorney Fees, Assessment Engineering, LA County Assessor

\*\*\* Based upon historical usage

The Overall budget has been broken to three zones as follows:

<b>Zone A</b>	<b>\$ 9,237.50</b>
<b>Zone B</b>	<b>\$ 0</b>
<b>District</b>	<b>\$ 93,227.65</b>

## **SECTION 3**

### **BASIC DATA AND FINDINGS**

#### **BASIC DATA**

Data has been compiled from the County Assessor’s maps, Development Services Department records.

#### **LLMD No. 1**

1. Total Assessable Lots	95
2. Zoning	Residential & Industrial
3. Total Proposed Units	95

#### **FINDINGS**

Individual parcels within a landscape district will receive benefits based on land use, size and location of landscaping improvements to be installed, operated or maintained. In the case of Landscape and Lighting Maintenance District No. 1, all parcels are zoned for either residential or industrial usage for the current year. We have investigated the properties in the District and have determined that there are no public properties that benefit from the improvements. There are public streets, public right-of-way, and easements within the District, but they do not benefit from the improvements.



## SECTION 4

### ASSESSMENT METHODOLOGY

#### GENERAL

Part 2 of Division 15 of the Streets and Highways Code, entitled the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which includes the maintenance of landscaping and the maintenance and operation of street lights.

The 1972 Act requires that maintenance assessments be levied according to benefit rather than according to assessed value. Section 22573 provides that:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements.”

The Act also permits the designation of zones of benefit within any individual assessment district if “by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement” (S&H S22574). Thus, the 1972 Act requires the levy of a true “assessment” rather than a “special tax.” The only public properties within the boundary of the District are public streets, public rights-of-way, and easements, and based upon our review do not receive special benefit.

#### SPECIAL BENEFIT DETERMINATION

Trees, landscaping, trails, hardscaping and appurtenant facilities, if well maintained, provide beautification, shade, access and enhancement of the desirability of the surroundings, and therefore increase property desirability and value. In Parkways and Land Values, written by John Nolan and Henry V. Hubbard in 1937, it is stated:

“...there is no lack of opinion, based on general principals and experience and common sense, that parkways *do in fact add value* to property, even though the amount cannot be determined exactly... Indeed, in most cases where public money has been spent for parkways the assumption has been definitely made that the proposed parkway will show a provable financial profit to the City. It has been believed that the establishment of parkways causes a rise in real estate values throughout the City, or in parts of the City...”

It should be noted that the definition of “parkways” above may include the roadway as well as the landscaping alongside the roadway.

The City of Signal Hill considers the maintenance and upkeep of parkways and adjacent slopes to be the responsibility of the adjacent development due to the added beautification of the local community which extends to the perimeter of the development.

Improvements that provide a special benefit to an isolated group of parcels of land located within the District are considered to be a localized benefit, and the costs associated with these improvements are assessed to all assessable parcels receiving the localized benefit. Localized benefits include the construction, operation, services and maintenance of the improvements that only benefit the parcels located within the localized areas.

**Localized Landscaping** – Parcels that have localized landscaping such as entryway landscaping, parkway landscaping, etc. adjacent to or near their parcels directly benefit from the landscaping improvements and are assessed for the costs of the localized landscaping.

The City has determined that the landscaped areas owned by the City of Signal Hill or provided for by easements to the City of Signal Hill, the landscaping of open space easements and easements which are located in public rights-of-way in the City of Signal Hill, provides at least the following special benefits to all parcels within the District boundary: 1) That the landscaping is a direct enhancement to the value of each parcel; 2) That the subdivision will be more attractive and create a higher demand for prospective home buyers; 3) That the landscaping will create a sense of well-being and feeling community to each property owner; and 4) That home buyers will prefer to own a home within this subdivision rather than another non-landscaped project in another location.

## **ASSESSMENT METHOD**

The District includes all parcels plus 2 zones of special benefit. This Engineer’s Report is for the area only in LLMD No. 1 for fiscal year 2024-25.

All parcels in the District will be assessed for the maintenance of those improvements that provide a special benefit to the parcel. Article XIID of the California Constitution defines special benefit as:

“A particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute ‘special benefit’.”

An analysis of the improvements located within the District has shown that the improvements, which were installed as a condition of approval for the development of the project, provide a special benefit to the parcels in LLMD No. 1 over and above general benefits conferred on the public at large.

In order to develop these properties, the City required these improvements to be installed and maintained by the property owners. Therefore, each parcel in LLMD No. 1 could not have been developed without the installation and maintenance of the facilities.

The properties in LLMD No. 1 receive a direct enhancement of their property values due to the installation and ongoing maintenance of the improvements, and the presence of the landscaping makes the subdivision a more attractive place to live and provides a greater quality of life for the residents.

All of the improvements are located within LLMD No. 1. The improvements are very localized to the neighborhood in the District. The parcels in the District receive a special benefit above and beyond general benefit. The improvements along Temple Boulevard have some shared general benefit to the public at large. The maintenance of these improvements along Temple Boulevard will be funded in total by the City with no assessment levied on the District.

The methodology to be used to apportion the assessments to those parcels in LLMD No. 1 will be based upon the “special benefits” received by the parcels. Based upon the review of the District, it has been determined that the single family homes benefit approximately equally from the improvements depending upon whether they are in Zone A or not. It is recommended that each improved single family parcel be defined as one Equivalent Dwelling Unit (EDU) regardless of parcel size. The oil lots (Zone B) are not assessed at this time. These lots are self maintained. Landscape Easement lots will have a district wide benefit plus a Zone A benefit and will have 1 EDU assigned per lot.

The zones will be as follows:

Zone A – Landscape Easement Lot

Zone B – Oil Lot (No assessment)

District – All lots

## SECTION 5

### ASSESSMENT DETERMINATION

#### GENERAL

The following development of proposed assessment rates is based on the previously described methodology and utilizes data available for the District, and the Assessor's parcel information. NV5 believes the data to be accurate, and final assessments will be based upon these preliminary assessments and any changes made as a result of City Council action and/or public hearing.

#### ASSESSMENT CALCULATION

##### LLMD No. 1

##### Parcel Types

##### District's Cost per Zone

26 Landscape Easement lots

Zone A – **\$1,391.15 / EDU** (Includes District wide costs)

5 Oil lots

Zone B – **\$0.00 / EDU**

64 Residential lots

District wide – **\$1,035.87 / EDU**

95 Lots = 95 EDU
------------------

#### **Total Assessment Levy for LLMD**

##### Breakdown of Cost Per EDU

Parcels in Zone A = (Zone A Budget) / (Zone A Lots) + (District Budget) / (Total Lots)

Parcels in Zone A =  $\$9,237.50 / 26 + \$93,227.65 / 90 = \mathbf{\$1,391.15 / EDU}$

Parcels in Zone B = (Zone B Budget) / (Zone B Lots) + (District Budget) / (Total Lots)

Parcels in Zone B =  $\$0.00 + \$0.00 = \mathbf{\$0.00 / EDU}$

District Wide = (District Budget) / (Total Lots)

District Wide =  $\$93,227.65 / 90 = \mathbf{\$1,035.87 / EDU}$

#### ANNUAL ASSESSMENT RATE INCREASES

Based on information stated above and in Section 4 for the projected operations and maintenance costs associated with existing and for the future public improvements within Lighting & Landscape Maintenance District No. 1, a maximum assessment rate of \$1,035.87 per EDU has been established for the District; \$1,391.15/EDU for Zone A; \$0.00/EDU for Zone B for 2024-25 is being proposed. Annually, the City Council will determine the operations and maintenance budgeting needs for the zone and determine the annual assessment. The maximum assessment rate per EDU may be increased by the Consumer Price Index (CPI) by City Council approval each year. The annual assessment amount will not exceed these maximum rates unless a balloting

process in compliance with Proposition 218 is completed. The assessments increased automatically by 10% in FY 2023-2024, will increase another 10% in FY 2024-2025, 4% in FY 2025-2026, and by the CPI defined below every year thereafter. There will be a cap of 3% on the CPI increase each year.

Because the cost of maintaining the District may increase over time, the charge per EDU established in 2022-23 shall be increased by the annual increase in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers in the Los Angeles-Long Beach-Anaheim, CA Area (CPI), including all items as published by the US Bureau of Labor Statistics as of March 1 of each year for each year going forward.

### ASSESSMENT ROLL

Asmt No.	Assessor's Parcel No.	Land Use	Units	Maximum Asmt FY 2024-25
1	7217-006-041	Oil Lot	1	\$0.00
2	7217-006-042	Landscape Easement Lot	1	\$1,391.15
3	7217-006-043	Landscape Easement Lot	1	\$1,391.15
4	7217-006-044	Landscape Easement Lot	1	\$1,391.15
5	7217-006-045	Landscape Easement Lot	1	\$1,391.15
6	7217-006-046	Landscape Easement Lot	1	\$1,391.15
7	7217-006-047	Landscape Easement Lot	1	\$1,391.15
8	7217-006-048	Landscape Easement Lot	1	\$1,391.15
9	7217-006-049	Landscape Easement Lot	1	\$1,391.15
10	7217-006-050	Landscape Easement Lot	1	\$1,391.15
11	7217-006-051	Landscape Easement Lot	1	\$1,391.15
12	7217-006-052	Landscape Easement Lot	1	\$1,391.15
13	7217-006-053	Residential	1	\$1,035.87
14	7217-006-054	Residential	1	\$1,035.87
15	7217-006-055	Residential	1	\$1,035.87
16	7217-006-056	Residential	1	\$1,035.87
17	7217-006-057	Oil Lot	1	\$0.00
18	7217-006-058	Landscape Easement Lot	1	\$1,391.15
19	7217-006-059	Landscape Easement Lot	1	\$1,391.15
20	7217-006-060	Landscape Easement Lot	1	\$1,391.15
21	7217-006-061	Landscape Easement Lot	1	\$1,391.15
22	7217-006-062	Landscape Easement Lot	1	\$1,391.15
23	7217-006-063	Landscape Easement Lot	1	\$1,391.15
24	7217-006-064	Landscape Easement Lot	1	\$1,391.15
25	7217-006-065	Landscape Easement Lot	1	\$1,391.15
26	7217-006-066	Landscape Easement Lot	1	\$1,391.15
27	7217-006-067	Landscape Easement Lot	1	\$1,391.15
28	7217-006-068	Landscape Easement Lot	1	\$1,391.15
29	7217-006-069	Residential	1	\$1,035.87
30	7217-006-070	Residential	1	\$1,035.87
31	7217-006-071	Residential	1	\$1,035.87
32	7217-006-072	Residential	1	\$1,035.87
33	7217-006-073	Residential	1	\$1,035.87
34	7217-006-074	Residential	1	\$1,035.87
35	7217-006-075	Residential	1	\$1,035.87
36	7217-006-076	Residential	1	\$1,035.87
37	7217-006-077	Residential	1	\$1,035.87
38	7217-006-078	Residential	1	\$1,035.87
39	7217-006-079	Residential	1	\$1,035.87
40	7217-006-080	Residential	1	\$1,035.87
41	7217-006-081	Residential	1	\$1,035.87

Asmt No.	Assessor's Parcel No.	Land Use	Units	Maximum Asmt FY 2024-25
42	7217-006-082	Residential	1	\$1,035.87
43	7217-006-083	Oil Lot	1	\$0.00
44	7217-006-084	Residential	1	\$1,035.87
45	7217-006-085	Residential	1	\$1,035.87
46	7217-006-086	Residential	1	\$1,035.87
47	7217-006-087	Residential	1	\$1,035.87
48	7217-006-088	Residential	1	\$1,035.87
49	7217-006-089	Residential	1	\$1,035.87
50	7217-006-090	Residential	1	\$1,035.87
51	7217-006-091	Residential	1	\$1,035.87
52	7217-006-092	Residential	1	\$1,035.87
53	7217-006-137	Residential	1	\$1,035.87
54	7217-006-139	Residential	1	\$1,035.87
55	7217-006-141	Residential	1	\$1,035.87
56	7217-006-143	Residential	1	\$1,035.87
57	7217-006-145	Residential	1	\$1,035.87
58	7217-006-147	Residential	1	\$1,035.87
59	7217-006-099	Residential	1	\$1,035.87
60	7217-006-100	Residential	1	\$1,035.87
61	7217-006-101	Residential	1	\$1,035.87
62	7217-006-102	Residential	1	\$1,035.87
63	7217-006-103	Residential	1	\$1,035.87
64	7217-006-104	Residential	1	\$1,035.87
65	7217-006-105	Residential	1	\$1,035.87
66	7217-006-106	Residential	1	\$1,035.87
67	7217-006-107	Residential	1	\$1,035.87
68	7217-006-108	Residential	1	\$1,035.87
69	7217-006-109	Residential	1	\$1,035.87
70	7217-006-110	Residential	1	\$1,035.87
71	7217-006-111	Residential	1	\$1,035.87
72	7217-006-112	Residential	1	\$1,035.87
73	7217-006-113	Oil Lot	1	\$0.00
74	7217-006-114	Residential	1	\$1,035.87
75	7217-006-115	Landscape Easement Lot	1	\$1,391.15
76	7217-006-116	Landscape Easement Lot	1	\$1,391.15
77	7217-006-117	Landscape Easement Lot	1	\$1,391.15
78	7217-006-118	Landscape Easement Lot	1	\$1,391.15
79	7217-006-119	Oil Lot	1	\$0.00
80	7217-006-120	Residential	1	\$1,035.87
81	7217-006-121	Residential	1	\$1,035.87
82	7217-006-122	Residential	1	\$1,035.87
83	7217-006-123	Residential	1	\$1,035.87
84	7217-006-124	Residential	1	\$1,035.87
85	7217-006-125	Residential	1	\$1,035.87
86	7217-006-126	Residential	1	\$1,035.87
87	7217-006-127	Residential	1	\$1,035.87
88	7217-006-128	Residential	1	\$1,035.87
89	7217-006-129	Residential	1	\$1,035.87
90	7217-006-130	Residential	1	\$1,035.87
91	7217-006-131	Residential	1	\$1,035.87
92	7217-006-132	Residential	1	\$1,035.87
93	7217-006-133	Residential	1	\$1,035.87
94	7217-006-134	Residential	1	\$1,035.87
95	7217-006-135	Residential	1	\$1,035.87
			<b>Total</b>	<b>\$102,465.58</b>

## SECTION 6

### ASSESSMENT DIAGRAM

The assessment diagram showing the boundaries of the District is on file in the offices of the City Clerk. A copy is included as "Exhibit A". For details of parcels and dimensions, see the Los Angeles County Assessor's Maps in the office of the Los Angeles County Assessor.

Respectfully submitted,

NV5

By  \_\_\_\_\_

Jeffrey M. Cooper, P.E.  
R.C.E. No. 31572

Date June 3, 2024



# LANDSCAPE & LIGHTING MAINTENANCE DISTRICT NO. 1

CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA



### LEGEND

## PROPERTY NUMBER

A LANDSCAPE EASEMENT LOT

B OIL LOT (CURRENTLY NOT ASSESSED)

--- ASSESSMENT DISTRICT AREA BOUNDARY

— ON-SITE PARCEL

— OFF-SITE PARCELS

LANDSCAPE EASEMENTS

PREPARED BY:





**RESOLUTION NO. 2024-07-XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 AND LEVYING ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS FOR FISCAL YEAR 2024-25**

**WHEREAS**, on June 11, 2024, the City Council (the “City Council”) of the City of Signal Hill (the “City”) adopted Resolution No.2024-06-6812, a resolution of intention pursuant to Section 22624 of the Streets and Highways Code, which, among other things, scheduled a public hearing for the levy and collection of assessments on the lots and parcels of assessable property within Landscape and Lighting Maintenance District No. 1 (the “District”) for fiscal year 2024-25 pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code (the “Act”); and

**WHEREAS**, by Resolution No. 2024-06-6812, the City Council approved a report prepared by NV5, the City’s assessment engineer (the “Report”), which contains the proposed amounts of the assessments to be levied on assessable lots and parcels of property in the District for fiscal year 2024-25, and the other matters required by Sections 22565 through 22574 of the Act; and

**WHEREAS**, the City published a notice of a public hearing as required by Sections 22552 and 22553 of the Act; and

**WHEREAS**, at its regular meeting on July 9, 2024, the City Council held the public hearing and afforded all interested persons an opportunity to be heard, and considered all oral statements and all written protests or communications made or filed by any interested persons, and there was no majority protest against the annual levy of the assessments; and

**WHEREAS**, the City Council may proceed, pursuant to Section 22631 of the Act, to adopt a resolution confirming the diagram and the assessments on the assessable parcels of property in the District, and the adoption of such a resolution shall constitute the levy of assessments on all assessable lots and parcels of property within the District for fiscal year 2024-25; and

**WHEREAS**, the assessments which are contained in the Report and which will be levied on parcels of assessable property in the District will not exceed the amounts of the assessments which were approved by the property owners by assessment ballots in proceedings establishing the District.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Findings - The City Council finds that:

- (a) The preceding recitals are true and correct and are incorporated herein by this reference;
- (b) Compliance has been had with all of the requirements of the Act;
- (c) The assessments proposed to be levied on the assessable lots and parcels of land in the District for the maintenance, servicing, acquisition, and replacement of public landscaping and lighting facilities during fiscal year 2024-25, as contained in the Report, which is on file in the Office of the City Clerk, are based on benefits derived by such lots and parcels from the availability of such public landscaping and lighting facilities, and are not based on the ownership or value of such lots and parcels;
- (d) For purposes of levying the proposed assessments on the lots and parcels of property, the Report and the assessment contained therein allocates the estimated costs of the maintenance, servicing, acquisition, and replacement of public landscaping and lighting facilities proportionately upon the properties within the District;
- (e) Such assessments are based on special benefit conferred upon each such lot or parcel from the payment of the costs of the maintenance, servicing, acquisition, and replacement of the public landscaping and lighting facilities;
- (f) The proportionate special benefit derived by each such lot or parcel has been determined in relationship to the entirety of the cost of the maintenance, servicing, acquisition, and replacement of the public landscaping and lighting facilities;

(g) The amount of the assessment which is to be levied on each such lot or parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on each such lot or parcel;

(h) The assessments which are contained in the Report and which will be levied on parcels of assessable property will not exceed the amounts of the assessments which were approved by the property owners by assessment ballots in proceedings for the formation of the District; and

(i) The City Council may proceed to adopt a resolution confirming the diagram and assessments to be levied on assessable parcels of property in the District.

Section 2. Improvements - The improvements authorized for the District are:

(a) The installation, construction or acquisition, and replacement of landscaping and lighting improvements within the District, including landscaping, lighting, water, electricity, planting, shrubbery, trees, turf, irrigation systems, hardscapes, fixtures and appurtenant facilities in public rights-of-way within the boundaries of the District, pursuant to and authorized by the Act;

(b) The installation, construction or acquisition, and replacement of any facilities which are appurtenant to such public landscaping and lighting facilities or which are necessary or convenient for the maintenance, servicing or acquisition thereof, including, but not limited to all matters specified in subdivision (d) of Section 22525 of the Act; and

(c) The maintenance, servicing and acquisition of any of the foregoing.

Section 3. Confirmation of Diagram and Assessment - The Report and the assessment diagram and the assessment contained therein for the payment of the costs of the maintenance, servicing, acquisition, and replacement of public landscaping and lighting facilities in the District for fiscal year 2024-25 are confirmed.

Section 4. Levy of Assessments - Pursuant to Section 22631 of the Act, the adoption of this resolution constitutes the levy of the assessments for the maintenance, servicing, acquisition, and replacement of public landscaping and lighting facilities within the District during fiscal year 2024-25, as contained in the Report, and such assessments are hereby levied. The City Clerk is directed to file a certified copy of this Resolution together with the diagram and assessments contained in the Report with the County Auditor of the County of Los Angeles, who, pursuant to Section 22645 of the Act, shall enter on the County Assessment Roll opposite each lot or parcel of land the amount assessed thereupon, as shown in said assessment.

Section 5. Effective Date - This Resolution shall become effective immediately upon its adoption.

**PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City Council of the City of Signal Hill, California, on this 9th day of July 2024.

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LORI Y. WOODS  
MAYOR

ATTEST:

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DARITZA GONZALEZ  
CITY CLERK

STATE OF CALIFORNIA        )  
COUNTY OF LOS ANGELES    ) ss.  
CITY OF SIGNAL HILL         )

I, DARITZA GONZALEZ, City Clerk of the City of Signal Hill, California, hereby certify that Resolution No. 2024-07-XXXX adopted by the City Council of the City of Signal Hill at a regular meeting held on the 9th day of July 2024, and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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DARITZA GONZALEZ  
CITY CLERK



STAFF REPORT

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7/9/2024

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**AGENDA ITEM**

**TO: HONORABLE MAYOR  
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO  
CITY MANAGER**

**BY: THOMAS BEKELE  
PUBLIC WORKS DIRECTOR**

**SUBJECT: PUBLIC WORKS SERVICES AGREEMENT FOR ON-CALL CITY ENGINEERING SERVICES, GENERAL ENGINEERING DESIGN, PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT SERVICES**

Summary:

The City Council will consider authorizing the City Manager to execute twenty-five (25) on-call Professional Consultant Services Agreements with qualified firms to provide City Engineer and various professional engineering services on an on-call basis, for a not-to-exceed amount of \$100,000 each. Importantly, staff would note the contract authority limit for each proposed contract is intended to provide the City with the opportunity to use one or more of the firms identified as qualified to perform services. The contract authority limits are not intended to align with the budgetary authority for each service; staff monitors spending associated with each contract to ensure expenditures remain within the City Council's approved budget allocation.

The professional engineering services are divided into the following categories:

- City Engineer Services
- General Civil Engineering Services
- City Traffic Engineering Services
- Geotechnical Engineering and Material Testing Services
- Land Surveying Services
- Structural Engineering Services
- Landscape Architecture Services
- Water Engineering Services
- Program and Project Management Services
- Construction Management and Construction Inspection Services

The Public Works Department is responsible for providing reliable, well-maintained public facilities and essential services to residents and the business community. The responsibilities include the design, construction, and maintenance of all City facilities, including the water system, streets, traffic signals, parks and buildings. The Public Works Department utilizes on-call engineering support services to provide engineering related services necessary to carry out the projects in the Capital Improvement Program and routine departmental engineering support. The projects benefit the community, thereby accomplishing annual goals as defined by the City Council in the approved annual Operating Budget. If approved by City Council, each contract will be effective July 10, 2024, for a three-year term, for an annual not-to-exceed amount of \$100,000.

Strategic Plan Goal(s):

- Goal No. 1 Financial Stability: Ensure the City's long-term financial stability and resilience.
- Goal No. 4 Infrastructure: Maintain and improve the City's physical infrastructure, water system, and recreational spaces.
- Goal No. 5 High Functioning Government: Strengthen internal communication, recruitment, retention, systems, and processes to increase the effectiveness and efficiency of City services.

Recommendations:

1. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Transtech Engineers, Incorporated, to provide City Engineer services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
2. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with KPFF Consulting Engineers (KPFF) for as-needed General Civil Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
3. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Kreuzer Consulting Group (KCG) for as-needed General Civil Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
4. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Michael Baker International, Incorporated (MBI) for as-needed General Civil Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
5. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Willdan Engineering (Willdan) for as-needed General Civil Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.

6. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with General Technologies and Solutions, LLC (GTS) for City Traffic Engineering services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
7. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Linscott, Law, & Greenspan, Engineers (LLG) for City Traffic Engineering services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
8. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with W.G. Zimmerman Engineering, Incorporated for City Traffic Engineering services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
9. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Associated Soils Engineering, Incorporated (ASE) for as-needed Geotechnical Engineering and Material Testing Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
10. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Shannon & Wilson for as-needed Geotechnical Engineering and Material Testing Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
11. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Coast Surveying, Incorporated for as-needed Land Surveying Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
12. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with KDM Meridian (KDM) for as-needed Land Surveying Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
13. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Myers Houghton & Partners, Incorporated (MHP) for as-needed Structural Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
14. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Architerra Design Group (Architerra) for as-needed Landscape Architecture Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.



15. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with David Voltz Design Landscape Architects, Incorporated (David Voltz) for as-needed Landscape Architecture Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
16. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with RJM Design Group, Incorporated (RJM) for as-needed Landscape Architecture Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
17. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with SWA Group (SWA) for as-needed Landscape Architecture Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
18. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with MCM Management Company (MCM) for as-needed Water Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
19. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with SA Associates (SA) for as-needed Water Engineering Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
20. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Cumming Management Group, Incorporated (Cumming) for as-needed Program and Project Management Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
21. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Project Partners for as-needed Program and Project Management Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
22. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Psomas for as-needed Program and Project Management Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
23. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with FCG Consultants, Incorporated (FCG) for as-needed Construction Management and Construction Inspection Services for a not-to-exceed amount of \$100,000 annually, through

June 30, 2027, in a form approved by the City Attorney.

24. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Interwest Consulting Group (Interwest) for as-needed Construction Management and Construction Inspection Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.
25. Authorize the City Manager to enter into a three-year Professional Consultant Services Agreement with Z&K Consultants, Incorporated (Z&K) for as-needed Construction Management and Construction Inspection Services for a not-to-exceed amount of \$100,000 annually, through June 30, 2027, in a form approved by the City Attorney.

Fiscal Impact:

Each on-call agreement has an annual cap of \$100,000. The budget for each agreement will be managed based on the tasks requested from each firm. When a service is needed, the City will request proposals from those firms within the relevant service category that have availability for the selected task. Each approved task will include the scope of services, timeline, and a not-to-exceed cost. Funding for tasks under the on-call agreements will come from either the Public Works Operating Budget or the Capital Improvement Program (CIP) budget, depending on the nature of the task. Task services related to Capital Improvement Projects will use the respective project budget. Routine departmental engineering support tasks will use the 100-91-5400 account (FY 2024-25 adopted budget for this account is \$325,000). Additionally, each department subdivision has a contract support services budget account (5400) that may also utilize the contracts on an on-call basis. The adopted fiscal year budgets for the three-year term of each contract will regulate the total amount spent.

Background and Analysis:

The Public Works Department ensures that City-owned infrastructure and facilities, water services and capital improvement programs are designed, engineered, constructed, and maintained in a professional and safe condition. The Public Works Department maintains as-needed Contract Service Agreements with various professional consultants to provide supplemental staff support; this approach ensures timely project completion and maximizes cost efficiencies. These engineering services are essential for technical support, analysis, and documentation for both scheduled Capital Improvement Projects and routine departmental engineering needs. The City also requires designated positions for City Engineer to conduct technical reviews and prepare documents for specific engineering and construction projects. By utilizing on-call consultants, the City can effectively manage costs as workloads fluctuate with development or project-related activity. In March and July of 2018, the City awarded eleven contracts to qualified firms to provide professional on-call engineering services for a term of three years. The City renewed these contracts in 2021 for an additional three-year term, expiring June 30, 2024.

RFP Circulation Process

On April 26, 2024, staff issued a Request for Proposals (RFP) to provide on-call engineering services

in the following categories:

- City Engineer Services
- General Civil Engineering Services
- City Traffic Engineering Services
- Geotechnical Engineering and Material Testing Services
- Land Surveying Services
- Structural Engineering Services
- Landscape Architecture Services
- Water Engineering Services
- Program and Project Management Services
- Construction Management and Construction Inspection Services

The City posted the RFP on PlanetBids, City website, and public notice locations, as identified in Signal Hill Municipal Code Section 1.08.010. A total of 73 prospective proposers were notified of the RFP through Planetbids and all 73 prospective proposers downloaded the contract documents; the proposals were due to the City on May 24, 2024.

#### Proposal Opening

The City received a total of 31 complete proposals before the deadline that met all City and submittal requirements. The following list provides the name of all 31 firms that provided a complete and valid proposal by the proposal deadline of May 24, 2024:

Architerra Design Group	MCM Management
Ardurra Group, Incorporated	Michael Baker International
Associated Soils Engineering, Incorporated	Myers Houghton & Partners, Incorporated
AZTEC Engineering Group, Incorporated	NV5, Incorporated
Coast Surveying, Incorporated	Onward Engineering
Cumming Corporation	Project Partners, Incorporated
David Volz Design Landscape Architects, Incorporated	Psomas
FCG Consultants	RJM Design Group, Incorporated
General Technologies and Solutions (GTS)	SA Associates
Interwest Consulting Group	Shannon & Wilson, Incorporated
KDM Meridian	SWA Group
Kevin Ko & Associates	Transtech Engineers, Incorporated
KPFF Consulting Engineers	W.G. Zimmerman Engineering, Incorporated
Kreuzer Consulting Group	Willdan Engineering
LAE Associates, Incorporated	Z&K Consultants Incorporated
LLG	

Per the RFP documents, proposers could respond to one or multiple categories based on experience and qualifications. The number of proposals received per category is as follows:

Category		Number of proposals received
1	City Engineer Services	5
2	General Civil Engineering Services	10
3	City Traffic Engineering Services	9
4	Geotechnical Engineering and Material Testing Services	7
5	Land Surveying Services	7
6	Structural Engineering Services	6
7	Landscape Architecture Services	9
8	Water Engineering Services	5
9	Program and Project Management Services	13
10	Construction Management and Construction Inspection Services	14

### Evaluation Process

The City's Selection Committee (consisting of the Public Works Director, Associate Engineer, and Contracts Manager) evaluated the proposals using the following criteria:

**Qualifications and Experience of the Firm:** Relevant experience in similar work and a record of successful results. Also considered will be the firm's ability to: take on additional work; demonstrated understanding of the City's goals and purpose for this project; specific management approach and how the firm proposes to achieve the project's time goals; how well the firm's organizational structure shows sufficient depth for its present workload; and the firm's ability to offer the breadth and quality of services required for the project. Criteria weight (20%).

**Qualification and Experience of the Personnel Assigned to the Project Team:** The individual qualifications of the project team members assigned as the leads for most of the work on the proposed projects. Considerations include qualifications of key personnel, project team member's individual experience and qualifications, project manager's experience, sub-consultant's individual experience and other qualifications. Criteria weight (30%).

**Project Approach:** Response to the City's needs as outlined in the RFP, including demonstrated effort to complete project task orders efficiently and accurately. Ability to respond to City's task orders within five (5) business days. Criteria weight (25%).

**Project Management:** The proposer's plan for communication, approach and quality control and assurance will be a key component towards a successful design, PM or CM project. Criteria weight (25%).

### Consultant Selection

After careful evaluation, the City's Selection Committee determined a total of twenty-five (25) firms to be the most qualified for the following categories:

Category		Selected Firm(s)
1	City Engineer Services	Transtech Engineering
2	General Civil Engineering Services	KPFF Consulting Engineers (KPFF)
		Kreuzer Consulting Group (KCG)
		Michael Baker International (MBI)
		Willdan
3	City Traffic Engineering Services	General Technologies and Solutions (GTS)
		LLG Engineering (LLG)
		WG Zimmerman Engineering
4	Geotechnical Engineering and Material Testing Services	Associated Soils Engineering (ASE)
		Shannon & Wilson
5	Land Surveying Services	Coast Surveying
		KDM Meridian (KDM)
6	Structural Engineering Services	Myers Houghton & Partners (MHP)
7	Landscape Architecture Services	Architerra Design Group (Architerra)
		David Voltz Design Landscape Architects (David Voltz)
		RJM Design Group (RJM)
		SWA Group (SWA)
8	Water Engineering Services	MCM Management Company (MCM)
		SA Associates (SA)
9	Program and Project Management Services	Cumming Management Group (Cumming)
		Project Partners
		Psomas
10	Construction Management and Construction Inspection Services	FCG Consultants (FCG)
		Interwest Consulting Group
		Z&K Consultants (Z&K)

Staff conducted reference checks and confirmed that all selected firms possess the experience required for the work under this agreement. These firms have demonstrated the best detailed project approach, provided examples of recently completed similar projects, and shown expertise in their respective areas. Currently, the selected firms provide on call engineering services for various cities including: Anaheim, El Monte, Glendora, Monterey Park, West Covina, and the Port of Long Beach. The City has previously worked with several of these firms, including Architerra, Willdan, ASE, SWA, MCM, MHP, Project Partners and FCG, all of which have completed projects successfully and to the City's satisfaction. Additionally, KPFF, KCG, MBI, W.G. Zimmerman Engineering, and KDM have successfully provided on-call engineering services for the City in the past.

The firms new to the City to enter into professional services agreements include Transtech for City Engineer Services; GTS and LLG for on-call traffic services; Shannon and Wilson for Geotechnical Engineering and Material Testing Services; Coast Surveying for Land Surveying Services; David Voltz and RJM for Landscape Architectural Design Services; SA for Water Engineering Design Services; Cumming and Psomas for Program and Project Management Services; and Interwest and Z&K to provide Construction Management and Construction Inspection Services. These firms have

demonstrated extensive experience and qualifications required for these services and understand the needs of the City.

The proposed agreements will enable the Public Works Department to secure timely professional services, augment staff roles, and provide essential support throughout the agreement terms. The amount of work assigned to consultants will be dependent on City priorities, specific service needs, and funding availability. Based on the services required, City staff will direct the appropriate consultant to complete a task per the agreement's scope of work and assigned rates.

If approved by the City Council, each professional on-call service contract would be effective July 10, 2024, and serve for a term of three years with an annual not-to-exceed contract amount of \$100,000.

Staff recommends that City Council authorize the City Manager to award professional services contracts to the 25 identified firms from July 10, 2024, through June 30, 2027, with an annual not-to-exceed contract amount of \$100,000 per firm.

Reviewed for Fiscal Impact:

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Sharon del Rosario

Attachments:

- A. Professional Consultant Services Agreement with Transtech Engineers, Incorporated
- B. Professional Consultant Services Agreement with KPFF Consulting Engineers
- C. Professional Consultant Services Agreement with Kreuzer Consulting Group
- D. Professional Consultant Services Agreement with Michael Baker International, Incorporated
- E. Professional Consultant Services Agreement with Willdan Engineering
- F. Professional Consultant Services Agreement with General Technologies and Solutions
- G. Professional Consultant Services Agreement with Linscott, Law, & Greenspan, Engineers
- H. Professional Consultant Services Agreement with W.G. Zimmerman Engineering
- I. Professional Consultant Services Agreement with Associated Soils Engineering, Incorporated
- J. Professional Consultant Services Agreement with Shannon & Wilson
- K. Professional Consultant Services Agreement with Coast Surveying
- L. Professional Consultant Services Agreement with KDM Meridian
- M. Professional Consultant Services Agreement with Myers Houghton & Partners
- N. Professional Consultant Services Agreement with Architerra Design Group
- O. Professional Consultant Services Agreement with David Voltz Design Landscape Architects
- P. Professional Consultant Services Agreement with RJM Design Group, Incorporated
- Q. Professional Consultant Services Agreement with SWA Group
- R. Professional Consultant Services Agreement with MCM Management Company
- S. Professional Consultant Services Agreement with SA Associates
- T. Professional Consultant Services Agreement with Cumming Management Group, Incorporated
- U. Professional Consultant Services Agreement with Project Partners
- V. Professional Consultant Services Agreement with Psomas
- W. Professional Consultant Services Agreement with FCG Consultants
- X. Professional Consultant Services Agreement with Interwest Consulting Group
- Y. Professional Consultant Services Agreement with Z&K Consultants, Incorporated

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9<sup>TH</sup> day of July 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and Transtech Engineers, Inc a California Corporation, with one or more design professionals licensed to practice in the State of California and with its principal place of business at 13367 Benson Ave, Chino, CA 91710 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call City Engineer** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call City Engineer** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional **City Engineer** consulting services for the **On-Call City Engineering Services** ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call City Engineer** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.



### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Ahmad Ansari.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Ahmad Ansari, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6.1 Engineer of Record. Consultant shall name a specific individual to act as the Engineer of Record, subject to the approval of City. Consultant hereby designates Ahmad Ansari (License No. **[INSERT NUMBER]**) to act as the Engineer of Record for the Project. The Engineer of Record shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with City and all contractors, consultants, engineers and inspectors on the Project. Any change in the Engineer of Record shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The new Engineer of Record shall be of at least equal competence as the prior Engineer of Record. In the event that City and Consultant cannot agree as to the substitution of a new Engineer of Record, City shall be entitled to terminate this Agreement for cause.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the

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standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne

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Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

3.2.12.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly

invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

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### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### 3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Transtech Engineers, Inc  
13367 Benson Ave  
Chino, CA 91710  
ATTN: Ahmad Ansari, Principal

City: City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90755  
ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other

party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.



3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before

commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary **OR** Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E Richardson  
Best Best & Krieger LLP  
City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Consultant agrees to perform City Engineer Services at as needed basis for various duties assigned by the Public Works Director. Services include acting as the assigned “**City Engineer**” on behalf of the City of Signal Hill, general consulting and technical advice, private development application reviews, as well as other tasks associated with infrastructure design, construction, and operation. Consultant’s Services will include the following:

- 1) Assist the City with the management of the Capital Improvement Program including managing City staff, design consultants, consultant project managers, and consultant construction managers.
- 2) Reviewing and certifying design plans, specifications, and cost estimates reviews for City Capital Projects including roadways, streets, traffic, drainage, utilities, street lighting, parks, open space, wastewater and water systems, buildings and other structures.
- 3) Oversee the preparation of engineering designs, specifications and cost estimated for a wide variety of capital improvement projects.
- 4) Sign plans for public works improvements. Stamp plans for work designed in-house.
- 5) Prepare and assist in the review of Request for Proposals for professional engineering services needed by the City.
- 6) Perform the lead role in the engineering review, coordination and technical administration of assessment districts and Bond issue projects to provide a coordinated and cost-effective project.
- 7) Ensure the effective coordination of work and project development between engineering/design components and the operations/maintenance components.
- 8) Assist with preparation and compilation of the city's master plans, major projects, and capital improvement program for review by the Department Director.
- 9) Develop and maintain City Standard Specifications for use on City Infrastructure.
- 10) Oversee and ensure proper review of all private development proposals including subdivision and parcel maps and improvement plans. Review private development construction plans, mapping and projects for compliance with City adopted design standards, subdivision standards and Uniform Building Codes, and does related work as required.
- 11) Meet and confer with developers, contractors, engineers and the general public relative to the city policies, regulations, and procedures; coordinate discrepancies and problem situations with outside parties.
- 12) Also ensure effective coordination with the other Departments such as Community Development Department and Public Works Department.

- 13) Review private development applications and tasks associated with infrastructure design, mapping and construction projects for compliance with City adopted design standards, subdivision standards and Uniform Building Codes, and does related work as required.
  - Map Plans - Review tentative maps, final maps, easement deeds and lot line adjustments, and comply with the Conditions of Approval as set by City staff, City commissions, and the City Council. Consultant shall check and review map boundaries, metes and bounds, and field check final documentation prior to bond exoneration.
  - Hydrology and Hydraulics Plans – Review hydrology and hydraulic studies in compliance with Los Angeles County Drainage Design Standards, Hydrology Manuals, Local Drainage Manuals, and utilize appropriate Hydrology and Hydraulics software programs.
  - Street Improvement Plans - Review street, drainage, and traffic control plans in compliance with the following: City of Signal Hill Standards, Standard Plans and Specifications for Public Works Construction (Greenbook), MUTCD, Caltrans Highway Design Manual, Caltrans Traffic Manual, Caltrans Standard Plans and Specifications, Los Angeles County Hydrology Manuals, Local Drainage Manuals, the Americans with Disabilities Act, and California Title 24 requirements.
  - Structural Improvement Plans and calculations.
- 14) Develop conceptual plans, design schemes, project budget, preliminary construction drawings, and technical specifications for projects and assist the City with planning the annual capital improvement program budget and schedule.
- 15) Provide consulting and technical advice for projects related to civil, structural, and geotechnical engineering, land surveying, project design and construction support.
- 16) Assist the City with the processing of required Federal, State and regional permits.
- 17) Assist the City with processing grant applications and administration of awarded grants.
- 18) Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
- 19) Establish working relationships with adjacent agencies, utilities, State and regional agencies, and special districts.
- 20) On-site City Engineer Services: Provide on-site City engineering services for a minimum of 4 hours per week with regular weekly office hours. On-site duties may include:
  - Attendance in staff level meetings with City staff, Public Officials, community leaders, developers, contractors, utilities, public agencies, and the general public.
  - Coordination with staff and various consultants to deliver the City's Capital Improvement program.

- Meet with private development applicants for plan check reviews
- Field investigations of various engineering issues.
- Responding to emergencies as needed.

21) Off-site City Engineering Services: Provide off-site City Engineering services as needed and be available as required for electronic or telephone communication with staff, Public Officials, community leaders, developers, contractors, consultants, utilities, public agencies, and the general public in connection with assigned duties.

22) Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.

23) Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.

24) Assigned Personnel: Consultant will utilize Ahmad Ansari to accomplish the services established in this agreement.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall perform the services on a time and materials basis, in accordance with the billing rates attached hereto as Exhibit C.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually (excluding private developer projects where the private developer reimburses the City)

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 10, 2024 – June 30, 2027**

TRANSTECH ENGINEERS, INC. SCHEDULE OF HOURLY RATES Effective: July 1, 2024 - June 30, 2027 Rates are average ranges, negotiable and can be adjusted to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.	
<b>ENGINEERING</b>	
Field Technician	\$103
Engineering Technician	\$115
Assistant CAD Drafter	\$129
Senior CAD Drafter	\$147
Associate Designer	\$164
Senior Designer	\$181
Design Project Manager	\$224
Assistant Engineer	\$138
Associate / Staff Engineer	\$175
Senior Civil Engineer	\$241
Traffic Analyst Technician	\$121
Associate Traffic Analyst	\$178
Senior Traffic Analyst	\$190
Professional Transportation Planner	\$204
Traffic Engineer Technician	\$115
Associate/Staff Traffic Engineer	\$175
Traffic Engineer	\$204
Senior Traffic Engineer	\$224
Project Manager	\$224
Senior Project Manager	\$244
Deputy City Engineer	\$207
City Engineer	\$227
Principal Engineer	\$247
<b>BUILDING &amp; SAFETY</b>	
Permit Technician	\$92
Plan Check Technician/Analyst/Supervisor	\$152
Building Inspector	\$141
Senior Inspector	\$152
Plans Examiner/Checker	\$170
Plan Check Engineer	\$184
Deputy Building Official	\$190
Building Official	\$198
<b>CONSTRUCTION MANAGEMENT</b>	
Labor Compliance Analyst	\$173
Funds Coordinator	\$178
Office Engineer	\$173
Construction Inspector	\$167
Senior Construction Inspector	\$178
Construction Manager	\$204
Resident Engineer	\$221
<b>PUBLIC WORKS INSPECTION</b>	
Public Works Inspector	\$167
Senior Public Works Inspector	\$178
Supervising PW Inspector	\$190
<b>SURVEY AND MAPPING</b>	
Survey Analyst	\$175
Senior Survey Analyst	\$181
2-Man Survey Crew	\$405
Survey & Mapping Specialist	\$221
Licensed Land Surveyor	\$247
<b>FUNDING &amp; GRANT WRITING</b>	
Funds Analyst	\$170
Senior Funds Analyst	\$178
Grant Writer	\$193
Funds & Grant Project Manager	\$219
<b>PLANNING</b>	
Community Development Technician	\$98
Planning Technician	\$109
Assistant Planner	\$126
Associate Planner	\$150
Senior Planner	\$178
Planning Manager	\$207
<b>ADMINISTRATIVE STAFF</b>	
Administrative/Clerical	\$86
Project Accountant	\$98

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement



and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9<sup>TH</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and KPFF Consulting Engineers, a California Corporation, with one or more design professionals licensed to practice in the State of California and with its principal place of business at 400 Oceangate, Suite 500, Long Beach, CA 90802 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call General Civil Engineering** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call General Civil Engineering** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call General Civil Engineering Services** ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call General Civil Engineering** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Todd Graham

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Todd Graham, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

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of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

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Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: KPFF Consulting Engineers  
400 Oceangate, Suite 500  
Long Beach, CA 90802  
ATTN: Todd Graham, Principal-in-Charge

City: City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90755  
ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

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were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

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or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary **OR** Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E Richardson  
Best Best & Krieger LLP  
City Attorney

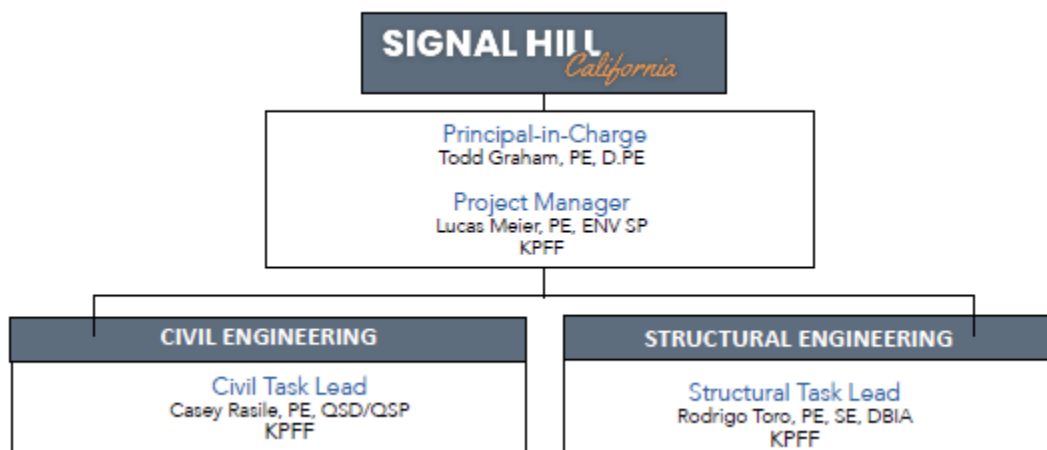
## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Consultant agrees to perform General Civil Engineer Services at as needed basis for various duties assigned by the Public Works Director. General Civil Engineering Services will include the following:

1. Prepare plans and specifications, design calculations, analyses and project design schedules as required by the conditions on the project.
2. Prepare plans and specifications in accordance with City standard plans and specifications.
3. Prepare project cost estimates and perform field reviews as needed. Consultant shall be able to perform peer review services for general compliance.
4. Tasks include feasibility studies, design and design services during construction. Prepare preliminary and final design for projects such as, but not limited to:
  - Driveways and parking lots
  - Roadways
  - Site grading, drainage and paving improvements
  - Slope stabilization
  - Site development
  - Storm drain systems
  - Pedestrian access
  - Retaining structures
  - Non-retaining walls and fences
5. Attend pre-bid conference to address any questions about the project. Assist in the preparation of any necessary addenda that may be required.
6. Construction Engineering Support: Review and respond to contractors Requests for Information as well as review and approve submittals. If required, attend a preconstruction meeting. Review, prepare and approve shop drawings.
7. Permits: Assist the City in obtaining approvals (and environmental permits as may be required) from applicable agencies including County of Los Angeles, Metropolitan Water District, neighboring cities and CALTRANS at the discretion of City Staff.
8. Environmental Compliance: Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks:
  - Initial Study
  - Mitigated Negative Declaration
  - Negative Declaration
  - CEQA/NEPA compliance
  - Environmental Impact Statement/Environmental Impact Report
  - Biological assessment
  - Regulatory agency permitting
9. Provide consulting and technical advice for projects related to civil, structural, and geotechnical engineering, land surveying, project design and construction support.
10. Assist the City with processing grant applications and administration of awarded grants.
11. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
12. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.

13. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
14. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
  - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
  - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
    - A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
    - The costs to perform the task ("**Task Budget**");
    - An explanation of how the cost was determined; and
    - A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
  - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
  - D. The task shall be performed at a cost not exceeding the Task Budget.
  - E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
  - F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
  - G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.





**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 10, 2024 – June 30, 2027**

**2024 Hourly Rates**

Principal	\$290
Senior Project Manager	\$285
Project Manager	\$270
Senior Technical Specialist	\$270
Senior Engineer	\$235
Professional Engineer	\$205
Design Engineer	\$180
Designer	\$160
Sr. CAD Technician	\$185
CAD Technician	\$165
Dive Technician	\$130
Project Assistant	\$145
Administration	\$110

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9<sup>TH</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and Kreuzer Consulting Group, a partnership with one or more design professionals licensed to practice in the State of California and with its principal place of business at 18872 MacArthur BLvd, Suite 210, Irvine, CA 92612 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call General Civil Engineering** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call General Civil Engineering** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call General Civil Engineering Services** ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call General Civil Engineering** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Rick Kreuzer.



3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Rick Kreuzer, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

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of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

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Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	Kreuzer Consulting Group 18872 MacArthur Blvd, Ste 210 Irvine, CA 92612 ATTN: Rick Kreuzer, President
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

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were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

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or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.



**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary **OR** Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E Richardson  
Best Best & Krieger LLP  
City Attorney

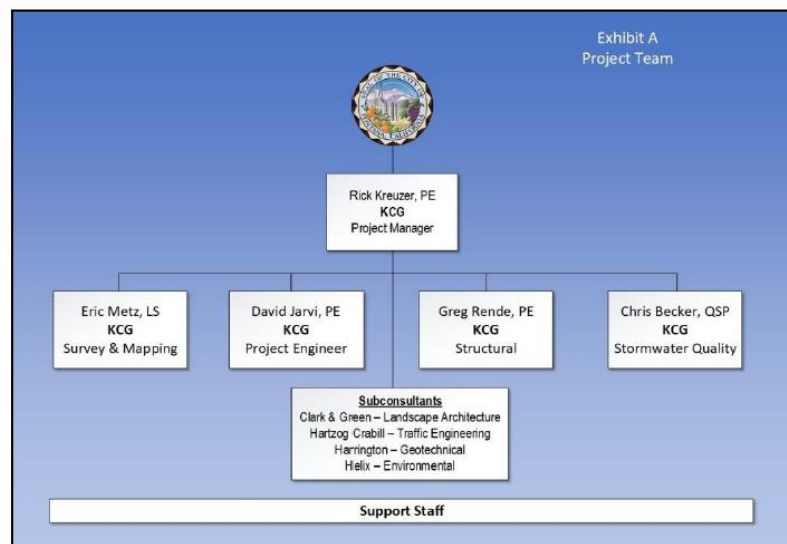
## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Consultant agrees to perform General Civil Engineer Services at as needed basis for various duties assigned by the Public Works Director. General Civil Engineering Services will include the following:

1. Prepare plans and specifications, design calculations, analyses and project design schedules as required by the conditions on the project.
2. Prepare plans and specifications in accordance with City standard plans and specifications.
3. Prepare project cost estimates and perform field reviews as needed. Consultant shall be able to perform peer review services for general compliance.
4. Tasks include feasibility studies, design and design services during construction. Prepare preliminary and final design for projects such as, but not limited to:
  - Driveways and parking lots
  - Roadways
  - Site grading, drainage and paving improvements
  - Slope stabilization
  - Site development
  - Storm drain systems
  - Pedestrian access
  - Retaining structures
  - Non-retaining walls and fences
5. Attend pre-bid conference to address any questions about the project. Assist in the preparation of any necessary addenda that may be required.
6. Construction Engineering Support: Review and respond to contractors Requests for Information as well as review and approve submittals. If required, attend a preconstruction meeting. Review, prepare and approve shop drawings.
7. Permits: Assist the City in obtaining approvals (and environmental permits as may be required) from applicable agencies including County of Los Angeles, Metropolitan Water District, neighboring cities and CALTRANS at the discretion of City Staff.
8. Environmental Compliance: Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks:
  - Initial Study
  - Mitigated Negative Declaration
  - Negative Declaration
  - CEQA/NEPA compliance
  - Environmental Impact Statement/Environmental Impact Report
  - Biological assessment
  - Regulatory agency permitting
9. Provide consulting and technical advice for projects related to civil, structural, and geotechnical engineering, land surveying, project design and construction support.
10. Assist the City with processing grant applications and administration of awarded grants.
11. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
12. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
13. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.

14. Work request procedure: Consultant will be assigned work via the City’s request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
- A. Each task to be performed shall be set forth in a written request (“**Request**”) produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
  - B. Following receipt of the Request, the Consultant shall prepare a “**Task Proposal**” that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
    - A written description of the requested task (“**Task Description**”) including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
    - The costs to perform the task (“**Task Budget**”);
    - An explanation of how the cost was determined; and
    - A schedule for completion of the task (“**Task Completion Schedule**”), including a final completion date (“**Task Completion Date**”).
  - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
  - D. The task shall be performed at a cost not exceeding the Task Budget.
  - E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
  - F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
  - G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.



The following tasks may also be requested by the Public Works Director during the term of this agreement and shall be performed at the rates established in Exhibit C.

### ***Task 1.0 – Project Management, Administration and Meetings***

**Overview / Approach:** The ultimate success of a project depends on basically two main elements. One, technical execution of the design. For the most part, all of the proposing firms for this project can display their credentials in this area or they would probably not be proposing. The second, and most important, element for success is effective project management. There is no doubt that all proposing firms will also tout their abilities to effectively “manage” a project. Unfortunately, many firms believe if they stay somewhat on schedule and submit their invoices on time they have been “effective” managers. We at KCG do not subscribe to this. Our core business philosophy is centered around effective management of all of our projects with the goal of making our clients job easier. The cornerstone goal of this philosophy is to “get out and stay out in front of the issues” on each and every project. We feel very strongly that our clients hire us for an assignment it is our obligation to bring it to a successful completion without having our hands held or being reliant on City staff to do our job for us.

**Scope of Work:** Under this task, KCG will perform all management related duties required for successful completion of the project. Included in this effort will be our attendance at all meetings required to successfully complete the project including a kick off meeting, monthly meetings and any others required. Our scope and corresponding fee does not limit the number of meetings we will attend... if needed, we will be there. We will prepare agendas and follow up minutes for these meetings as appropriate. The KCG team will also attend City Council meetings as requested by staff and will prepare presentation material in the form of PowerPoint presentations and other materials as needed.

### ***Task 2.0 – Collect Record Information***

**Overview / Approach:** All projects start with the collection of existing project data. It is important to complete a thorough and comprehensive data search at the beginning of each project.

**Scope of Work:** This task involves collecting all project record information including, but not necessarily limited to, the following:

- Assessor’s Parcel Maps
- Utility Record Drawings (see Task 3.0)
- Right of Way Record Maps
- As-Built Drawings
- Centerline Intersection Ties
- City Property Ownership Maps
- In-Progress Drawings

### ***Task 3.0 – Utility Research and Coordination***

**Overview / Approach:** Utility coordination is an element that, if not properly addressed and managed, can significantly effect a project schedule and budget. This work task is much more than gathering record drawings and plotting them on the plans. The success of this task is proactively managing the relationship with all utility agencies involved. It certainly requires the establishment of the existing location of utilities as a first step but the real key is identifying the impacts to these facilities early on in the design process and coordinating proactively with the affected agency staff/service planners to mitigate those impacts and facilitate needed relocations. Overlooking or addressing utility impacts late in the design process usually results in negative schedule impacts during construction.

In general, utilities and their relocations are “integral” to the design process and their representatives must be part of this process from the beginning to the completion of the project design. If not, the City will more than likely pay the price during construction for unanticipated delays. KCG understands the importance of this project element and will insure that all potential utility impacts are identified early on and proactively managed throughout the design process.

**Scope of Work:** Utility coordination will be ongoing throughout the duration of the project. The utility research and coordination efforts on the project will consist of the following:

- Obtain plans showing location and size of all utility lines and appurtenances within the project area.
- Plot utility lines on Base Map (Task 6.0)
- Cross check plotted locations above with detailed topographic survey information to insure that existing lines are shown in proper location. Field checks will be performed as necessary.
- Establish vertical location of key existing utilities by survey (see Task 4.0) or by potholing (see below).
- Upon establishing the proposed improvements, determine where potential utility conflicts exist and where utility relocation is warranted.

- Coordinate with affected utility companies regarding conflicts, relocations and improvements. This coordination effort will require providing updated plans to the utility agencies for the proposed improvements and also meeting with the various utility service planners on the project site, as necessary, to discuss conflicts and/or relocations. Two (2) full sets of plans will be submitted for comment to each utility agency concurrent with all KCG submittals on the project. All correspondence to utility companies will be sent via certified mail and will be copied to the City of Signal Hill.
- Conduct utility potholing, as required, to facilitate the project design.

#### **Task 4.0 – Field Survey**

**Overview / Approach:** Horizontal and vertical control will be established as the first order of business in order to initiate the Aerial Mapping for the project (Task 5.0). From there, field survey work will be conducted.

**Scope of Work:** This task involves all ground survey required to supplement the aerial topographic mapping (Task 5.0) and to facilitate the final design of the project improvements, summarized as follows:

- Cross Sections at 25' intervals with intermediate shots along gutter flow line and all other areas where low points are visibly observed.
- Locations and elevations of all site features (utilities, walls, curbs, pedestals, etc.) within and beyond (as needed) the proposed street right of way. This data will be compiled into a data base depicting the centerline station and offset for each feature along with its vertical location.
- A 10' intersection grid for project intersections.
- Vertical elevations (rim and invert) of all sewer manholes, storm drain manholes, junction structures and catch basins.
- Detailed offsite surveys of private property and alleys to facilitate the design of joins to existing improvements.
- Additional topography/elevations on side streets, as required.

#### **Task 5.0 – Aerial Topographic Mapping**

**Scope of Work:** Aerial topographic mapping will be completed at a scale of 1"=20' for the project limits. The mapping limits will extend a minimum of 400' outside the existing roadway right of way.

#### **Task 6.0 – Base Mapping**

**Overview / Approach:** The approach to this task involves the blending of all project data into an accurate base map for the project. Aerial topographic mapping will be downloaded into KCG's CADD system. All record information gathered under Task 2.0 will be added. All existing utility information obtained under Task 3.0 will be plotted and then cross checked verified and/or updated with the detailed field survey obtained under Task 4.0. The final step will be to field verify the accuracy (and update as necessary) by walking the job and insuring that all physical site features and conditions are reflected accurately.

**Scope of Work:** Aerial topographic mapping (Task 5.0) will be downloaded into KCG's system. Utilizing information obtained under Tasks 2.0, 3.0 and 4.0. KCG will add all existing site features such as property lines, street right of way lines, underground utilities and other surface features not depicted on the aerial mapping. Accurate project base mapping will be insured via field verification by the Project Manager.

#### **Task 7.0 – Precise Alignment**

**Overview/Approach:** The objective of the Precise Alignment is to prepare a series of alignment alternatives which will lead to a City approved preferred alternative before proceeding forward with final construction drawings.

**Scope of Work:** KCG will prepare multiple alignment plans at a scale of 1"=20' for the City's consideration. Ideas for cost savings and alignment "optimization" will be incorporated into these plans. Each alignment will be accompanied by a corresponding construction cost estimate. A brief narrative on the pros and cons of the various alignments will also be submitted to the City for their consideration.

Each of the alignment plans will depict all horizontal control in the form of stations/offsets and curve data for the proposed street centerline, parkway curbs and median islands. All required utility relocations will be tagged and called out. Bus stops/bays will be shown. All properties will be identified with an APN #, address and current

ownership. This task will culminate with the City's selection of a preferred alignment and their approval to proceed with the balance of the engineering design and right-of-way acquisition activities.

### *Task 8.0 – Landscape Concept Plan*

**Overview/Approach:** The Landscape Concept Plan will accompany the Precise Alignment Plan. Once approved, these plans will form the basis for the final design of all project improvements.

**Scope of Work:** Our team will develop alternative conceptual design schematics and cross sections of potential streetscape improvements. These Conceptual Plan alternatives will be prepared at a scale of 1"=20' scale and will include enlarged graphics of landscape treatments within key project areas at 1"=10' scale. The alternatives will seek to utilize plant material in consultation with City Staff to insure the most sustainable and appropriate final plant palette. Photo imagery boards will also be prepared to illustrate the concepts and proposed plant material.

### *Task 9.0 – Pavement and Soils Materials Report*

**Scope of Work:** To address the key issues discussed above as well as provide the customary design criteria in support of the roadway widening and underground utility improvements, the following work elements will be required:

- Research existing geotechnical data.
- Prepare traffic control plans and process for City approval.
- Perform field work consisting of pavement deflection, shallow corings (roadway) and deep corings (storm drain).
- Analyze field data.
- Prepare Geotechnical Report providing recommendations for the following:
  - Allowable temporary excavations
  - Bedding and pipe zone materials specifications and compaction requirements including the potential reuse of onsite soils
  - Shoring system design parameters including active and passive earth pressures and surcharge loads from traffic or adjacent structures
  - Trench zone backfill material specifications and compaction requirements including the potential reuse of onsite soils
  - Methods to address anticipated construction difficulties such as running sands or oversized materials
  - Ground preparation of subgrade soils at pipe invert
  - Parameters for determining "D" loads on rigid pipes including the soil density, correction coefficient ( $C_w$ ), load factor ( $L_f$ ), and surcharging from traffic live loads
  - Requirements for control of groundwater and/or dewatering if deemed necessary
  - Mitigation of corrosion potential due to deleterious substances contain in the soil or groundwater

### *Task 10.0 – Hydrology and Hydraulic Report*

**Scope of Work:** The methodology KCG will implement to complete the hydrology and hydraulic report for the project will consist of the following steps:

- Step 1** Conduct a thorough field review to verify drainage boundaries.
- Step 2** Prepare a hydrology map for the existing drainage condition. Hydrology calculations will be prepared for a 10 and 25 year storm event using AES-RATOC software. Flows will be shown at major confluence locations.
- Step 3** Prepare preliminary layout of proposed drainage system improvements, including proposed catch basin locations.
- Step 4** Prepare a hydrology map for the proposed drainage system identified under Step 3. Complete hydrology calculations (10 and 25 year) including catch basin/inlet hydrology.
- Step 5** Complete mainline and catch basin hydraulic calculations to determine if the proposed system improvements satisfy City street flooded width criteria.

**Step 6** Modify the proposed system improvements, as required, and complete steps 3 through 5, until the hydraulic criteria are satisfied.

The result of Task 10 will be a Hydrology and Hydraulics Report which will be formatted as follows:

- 1.0 INTRODUCTION
- 2.0 STUDY OBJECTIVE
- 3.0 METHODOLOGY
- 4.0 EXISTING CONDITIONS
- 5.0 PROPOSED IMPROVEMENTS
- Appendix A: Existing System Hydrology Map and Calculations
- Appendix B: Proposed System Hydrology Map and Calculations
- Appendix C: Proposed System Hydraulic Calculations
- Appendix D: Proposed System Catch Basin Sizing and Street Flooded Width Calculations

**Task 11.0 – Right of Way Documents**

**Scope of Work:** Based upon the approved Precise Alignment Plan, KCG will prepare legal descriptions and plats for all affected parcels including needed Temporary Construction Easements. The TCE's will take into account all proposed private property improvements required as a result of the street widening. Also as part of this task, KCG will provide all needed exhibits plans, sketches and power point presentations, as requested by the City, to facilitate the acquisition of all property required to construct the project.

**Task 12.0 – Final Plans, Specifications and Estimates (PS&E)**

**Scope of Work:** Plans will be prepared by KCG using AutoCAD and will conform to the content and format requirements of the City of Signal Hill. We envision the following plan set for this "sample project" will be developed:

Description	Sheets	Scale	Description	Sheets	Scale
Title Sheet	1	NTS	Drainage Details	2	NTS
Typical Sections	2	NTS	Landscape Plans	5	1"=20'
Details	2	NTS	Irrigation Plans	5	1"=20'
Roadway Plans	5	1"=20'	Landscape & Irrigation Details	2	NTS
Roadway Profiles	5	1"=20'H;1"=2'V	Signing and Striping Plans	2	1"=40' dbl. plan
Intersection Grids	2	1"=10'	Traffic Signal Plans	2	1"=20'
Offsite Improvement Plans	5	1"=10'	Traffic Signal Interconnect Plans	3	1"=40' dbl. plan
Sound Wall Plan & Profile	5	1"=20'H;1"=2'V	Traffic Control Plans	6	1"=40' dbl. plan
Sound Wall Details	4	NTS	<b>SUBTOTAL</b>	<b>68</b>	<b>SHEETS</b>
Drainage Plans	5	1"=20'H;1"=2'V	Street Light Plan	2	1"=40' (base only)
Drainage Profiles	5	1"=20'H;1"=2'V	Cross Sections	30	1"=10'H;1"=1'V
			<b>TOTAL</b>	<b>100</b>	<b>SHEETS</b>

Specifications will be prepared using Microsoft Word for Windows.

Construction Cost Estimates will be prepared using Microsoft Excel. All quantity calculations and pertinent backup calculations required to support the project estimate will be bound and submitted to the City for review.

Plans will first be submitted at the 60% completion level. Subsequent to the 60% submittal, KCG will submit PS&E deliverables at the 90% and 100% completion levels. We will provide all deliverables and all required electronic files for each of these submittals.

**Task 13.0 – Permits**

**Overview / Approach:** Permitting, much like utility coordination, if not properly managed, can result in significant impacts on the overall project implementation.

**Scope of Work:** KCG will establish early communication with and maintain close coordination with all involved permitting agencies on the project. KCG will prepare and process all necessary materials required to obtain the needed permits for the project construction.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.





**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 10, 2024 – June 30, 2027**

<i>Office Personnel:</i>	
Typists, Word Processors .....	\$50
Technician.....	\$75
Design Engineer / CADD.....	\$125
Project Engineer.....	\$150
Principal / Project Manager.....	\$220
<i>Support &amp; Miscellaneous Costs:</i>	
Copies – Black & White .....	\$0.10/pg.
Copies – Color .....	\$0.50/pg.
Plotting – Black & White.....	\$2.00/ft <sup>2</sup>
Plotting – Color.....	\$4.00/ft <sup>2</sup>
Two-Man Survey Party, including Truck and Equipment.....	\$215
Three-Man Survey Party, including Truck and Equipment.....	\$255

**Additional Consultants**

<b>Hartzog &amp; Crabill</b> <b>Consulting Engineers</b>			
Expert Witness/Deposition .....	\$300	Principal Engineer / Geologist.....	\$207
Litigation Consultation .....	\$270	Senior Engineer / Geologist.....	\$161
Two-Person Survey Crew .....	\$270	Supervisor .....	\$103
Litigation Field Evaluation .....	\$245	Geotechnical Aide .....	\$97
Principal Consultant.....	\$190	Senior Technician (Soil, Concrete, Asphalt Concrete) .....	\$102
Project Manager.....	\$185	Technician (Soil, Concrete, Asphalt Concrete) .....	\$97
Registered Land Surveyor .....	\$175	Special Inspector (Grading) .....	\$121
Senior Engineer.....	\$170	Special Inspector (Building Construction) .....	\$97
Storm Water Permit Compliance Engineer.....	\$160	Draftsperson .....	\$79
Associate Engineer.....	\$160	Administrative Assistant .....	\$92
Construction Manager.....	\$150		
Traffic Signal System Supervisor .....	\$150		
Assistant Engineer .....	\$135		
Draftsperson.....	\$115		
Technician.....	\$100		
Word Processor .....	\$85		
Clerical.....	\$70		
<b>Helix Environmental</b> <b>Environmental</b>			
Principal Planner/ Principal Biologist.....	\$325	Principal.....	\$230
Sr. Project Manager 3/ Sr. Specialist 3.....	\$290	Project Director/Senior Associate.....	\$170
Sr. Project Manager 2/ Sr. Specialist 2.....	\$255	Senior Project Manager .....	\$155
Sr. Project Manager 1/ Sr. Specialist 1.....	\$215	Project Manager.....	\$110
Env. Project Manager 3/ Specialist 5.....	\$190	Design Draftsperson.....	\$95
Env. Project Manager 2/ Specialist 4.....	\$180	Draftsperson.....	\$80
Env. Project Manager 1/ Specialist 3.....	\$165	Senior Clerical .....	\$70
Env. Planner 2/ Specialist 2/ Operations Manager .....	\$145	Clerical .....	\$50
Env. Planner/ Specialist 1.....	\$135		
Office Assistant/ Word Processor/ Archaeology Monitor.....	\$105		

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher.

Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

#### 3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 23<sup>rd</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and Michael Baker International, Inc, a Pennsylvania corporation with one or more design professionals licensed to practice in the State of California and with its principal place of business at 500 Grant Street, Suite 5400, Pittsburgh, PA 15219 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call General Civil Engineering** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call General Civil Engineering** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call General Civil Engineering Services** ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call General Civil Engineering** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: John Nagle.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates John Nagle, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

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of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

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Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Michael Baker International, Inc  
500 Grant Street, Suite 5400  
Pittsburgh, PA 15219  
ATTN: John Nagle, Department Manager - Water

City: City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90755  
ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents

and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors

or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary **OR** Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E Richardson  
Best Best & Krieger LLP  
City Attorney



## **EXHIBIT "A"**

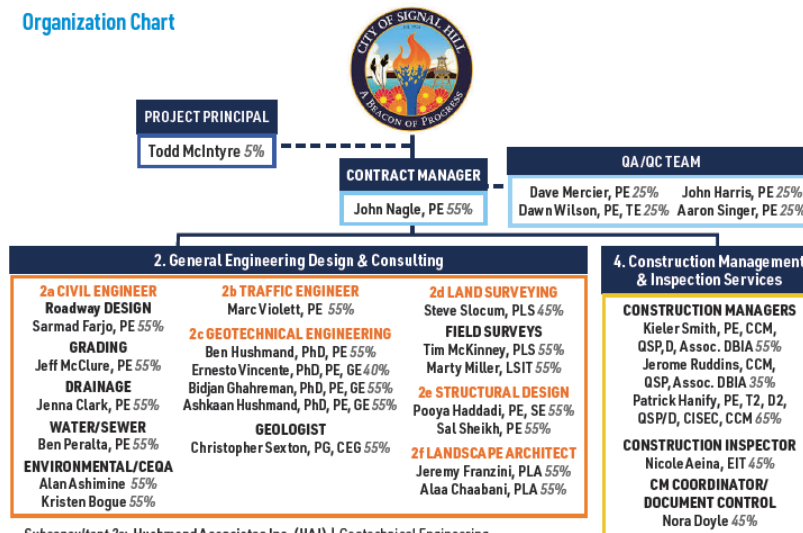
### **SCOPE OF SERVICES**

Consultant agrees to perform General Civil Engineer Services at as needed basis for various duties assigned by the Public Works Director. General Civil Engineering Services will include the following:

1. Prepare plans and specifications, design calculations, analyses and project design schedules as required by the conditions on the project.
2. Prepare plans and specifications in accordance with City standard plans and specifications.
3. Prepare project cost estimates and perform field reviews as needed. Consultant shall be able to perform peer review services for general compliance.
4. Tasks include feasibility studies, design and design services during construction. Prepare preliminary and final design for projects such as, but not limited to:
  - Driveways and parking lots
  - Roadways
  - Site grading, drainage and paving improvements
  - Slope stabilization
  - Site development
  - Storm drain systems
  - Pedestrian access
  - Retaining structures
  - Non-retaining walls and fences
5. Attend pre-bid conference to address any questions about the project. Assist in the preparation of any necessary addenda that may be required.
6. Construction Engineering Support: Review and respond to contractors Requests for Information as well as review and approve submittals. If required, attend a preconstruction meeting. Review, prepare and approve shop drawings.
7. Permits: Assist the City in obtaining approvals (and environmental permits as may be required) from applicable agencies including County of Los Angeles, Metropolitan Water District, neighboring cities and CALTRANS at the discretion of City Staff.
8. Environmental Compliance: Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks:
  - Initial Study
  - Mitigated Negative Declaration
  - Negative Declaration
  - CEQA/NEPA compliance
  - Environmental Impact Statement/Environmental Impact Report
  - Biological assessment
  - Regulatory agency permitting
9. Provide consulting and technical advice for projects related to civil, structural, and geotechnical engineering, land surveying, project design and construction support.
10. Assist the City with processing grant applications and administration of awarded grants.
11. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
12. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.

13. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
14. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
  - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
  - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
    - A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
    - The costs to perform the task ("**Task Budget**");
    - An explanation of how the cost was determined; and
    - A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
  - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
  - D. The task shall be performed at a cost not exceeding the Task Budget.
  - E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
  - F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
  - G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.

**Organization Chart**



**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 10, 2024 – June 30, 2027**

LABOR CLASSIFICATION	HOURLY RATE
<b>OFFICE PERSONNEL</b>	
Senior Principal/Senior Program Manager	\$ 355
Principal/Program Manager	\$ 335
Senior Project Manager/ Senior Structural Manager/Senior Electrical Manager	\$ 295
Senior Technical Manager / QAQC Manager	\$ 295
Senior Structural Engineer	\$ 280
Senior Electrical Engineer	\$ 270
Project Manager	\$ 260
Structural Engineer	\$ 260
Technical Manager	\$ 250
Senior Engineer/ Senior Architect	\$ 230
Senior Planner/Senior GIT Anlayst/Senior Landscape Architect	\$ 225
Electrical Engineer	\$ 220
Project Engineer/Project Architect	\$ 200
Project Planner/Senior Technical Specialist	\$ 200
Design Engineer/Senior CADD Designer/Environmental Specialist	\$ 185
Staff Architect/ GIT Analyst	\$ 190
Technical Specialist/Landscape Architect	\$ 175
Assistant Engineer/ CAD Designer/Planner	\$ 160
Project Coordinator	\$ 155
Environmental Analyst/ Staff Planner/Graphic Artist	\$ 145
Associate Engineer/Design Technician/Landscape Designer	\$ 140
Assistant Planner	\$ 140
Permit Processor	\$ 125
Engineering Aide/ Planning Aide	\$ 120
Office Support / Clerical	\$ 115
<b>SURVEY PERSONNEL</b>	
2-Person Survey Crew (Prevailing Wage) [2]	\$ 335
1-Person Survey Crew (Prevailing Wage) [2]	\$ 220
Survey Principal	\$ 330
Survey Manager	\$ 305
Licensed Surveyor (Prevailing Wage) [2]	\$ 215
Field Supervisor (Prevailing Wage) [2]	\$ 210
<b>CONSTRUCTION MANAGEMENT PERSONNEL</b>	
Construction Manager II	\$ 315
Construction Manager I	\$ 295
Construction Inspector II (Prevailing Wage) [2]	\$ 255
Construction Inspector I (Prevailing Wage) [2]	\$ 215
Construction-Administration	\$ 140

**ADDITIONAL CONSULTANTS.**



**STANDARD SCHEDULE OF FEES 2024-2025**

**Professional Services**

Staff Engineers, Geologist	\$115/hour
Senior Staff Engineers, Geologist	\$130/hour
Project Engineers, Geologists	\$145/hour
Senior Project Engineers, Geologists	\$165/hour
Senior Engineers, Geologists	\$180/hour
Project Managers/Lead Geotechnical Engineer	\$210/hour
Principal Engineers, Geologists	\$230/hour

**Technical Services**

Clerical	\$85/hour
Word Processing, Technical Text Editing	\$85/hour
CADD	\$115/hour
Engineering Technician (Field & Laboratory)	\$100/hour (non-prevailing wage) \$135/hour (prevailing wage)

**Minimum Field Services Fee**

Field Service Calls	4-hour minimum fee
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Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements. The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled



and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9<sup>th</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and Willdan Engineering, a California corporation, with one or more design professionals licensed to practice in the State of California and with its principal place of business at 2401 E. Katella Ave, Suite 300, Anaheim, CA 92806 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call General Civil Engineering** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call General Civil Engineering** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call General Civil Engineering Services** ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call General Civil Engineering** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Tyrone Peter

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Tyrone Peter , or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

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of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

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Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	Willdan Engineering 2401 E Katella Ave, Suite 300 Anaheim, CA 92806 ATTN: Tyrone Peter, Director of Engineering
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

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were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary **OR** Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E. Richardson  
Best Best & Krieger LLP  
City Attorney

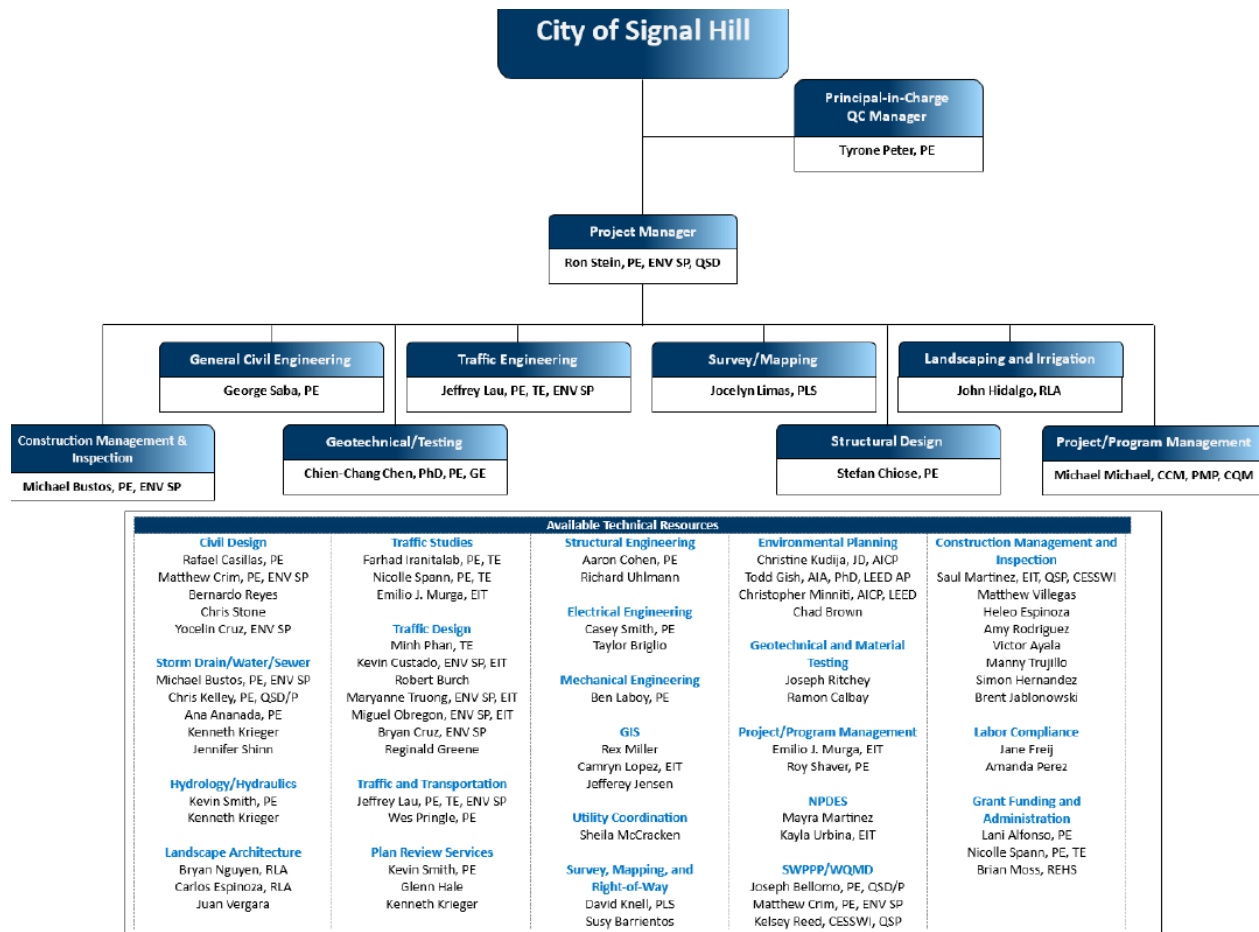
## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Consultant agrees to perform General Civil Engineer Services at as needed basis for various duties assigned by the Public Works Director. General Civil Engineering Services will include the following:

1. Prepare plans and specifications, design calculations, analyses and project design schedules as required by the conditions on the project.
2. Prepare plans and specifications in accordance with City standard plans and specifications.
3. Prepare project cost estimates and perform field reviews as needed. Consultant shall be able to perform peer review services for general compliance.
4. Tasks include feasibility studies, design and design services during construction. Prepare preliminary and final design for projects such as, but not limited to:
  - Driveways and parking lots
  - Roadways
  - Site grading, drainage and paving improvements
  - Slope stabilization
  - Site development
  - Storm drain systems
  - Pedestrian access
  - Retaining structures
  - Non-retaining walls and fences
5. Attend pre-bid conference to address any questions about the project. Assist in the preparation of any necessary addenda that may be required.
6. Construction Engineering Support: Review and respond to contractors Requests for Information as well as review and approve submittals. If required, attend a preconstruction meeting. Review, prepare and approve shop drawings.
7. Permits: Assist the City in obtaining approvals (and environmental permits as may be required) from applicable agencies including County of Los Angeles, Metropolitan Water District, neighboring cities and CALTRANS at the discretion of City Staff.
8. Environmental Compliance: Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks:
  - Initial Study
  - Mitigated Negative Declaration
  - Negative Declaration
  - CEQA/NEPA compliance
  - Environmental Impact Statement/Environmental Impact Report
  - Biological assessment
  - Regulatory agency permitting
9. Provide consulting and technical advice for projects related to civil, structural, and geotechnical engineering, land surveying, project design and construction support.
10. Assist the City with processing grant applications and administration of awarded grants.
11. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
12. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.

13. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
14. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
  - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
  - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
    - A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
    - The costs to perform the task ("**Task Budget**");
    - An explanation of how the cost was determined; and
    - A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
  - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
  - D. The task shall be performed at a cost not exceeding the Task Budget.
  - E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
  - F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
  - G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.



## **EXHIBIT "B"**

### **SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.



**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 10, 2024 – June 30, 2027**

DESIGN ENGINEERING		BUILDING AND SAFETY		CONSTRUCTION MANAGEMENT	
Technical Aide I	\$81	Assistant Code Enforcement Officer	\$106	Labor Compliance Specialist	\$146
Technical Aide II	\$103	Code Enforcement Officer	\$121	Labor Compliance Manager	\$183
Technical Aide III	\$120	Senior Code Enforcement Officer	\$143	Utility Coordinator	\$167
CAD Operator I	\$128	Supervisor Code Enforcement	\$173	Office Engineer I	\$147
CAD Operator II	\$148	Fire Plans Examiner	\$173	Office Engineer II	\$160
CAD Operator III	\$165	Senior Fire Plans Examiner	\$189	Assistant Construction Manager	\$167
GIS Analyst I	\$168	Fire Inspector	\$159	Construction Manager	\$185
GIS Analyst II	\$184	Senior Fire Inspector	\$173	Senior Construction Manager	\$201
GIS Analyst III	\$191	Fire Marshal	\$204	Resident Engineer I	\$208
Environmental Analyst I	\$144	Plans Examiner Aide	\$114	Resident Engineer II	\$216
Environmental Analyst II	\$161	Plans Examiner	\$173	Project Manager IV	\$234
Environmental Analyst III	\$171	Senior Plans Examiner	\$189	Deputy Director	\$243
Environmental Specialist	\$185	Assistant Construction Permit Specialist	\$121	Director	\$249
Designer I	\$173	Construction Permit Specialist	\$128	<b>INSPECTION SERVICES</b>	
Designer II	\$179	Senior Construction Permit Specialist	\$150	Public Works Observer **	\$131
Senior Designer I	\$188	Supervising Construction Permit Specialist	\$159	Public Works Observer ***	\$159
Senior Designer II	\$197	Assistant Building Inspector	\$143	Senior Public Works Observer**	\$143
Design Manager	\$196	Building Inspector	\$159	Senior Public Works Observer ***	\$159
Senior Design Manager	\$206	Senior Building Inspector	\$173	<b>MAPPING AND EXPERT SERVICES</b>	
Project Manager I	\$186	Supervising Building Inspector	\$189	Survey Analyst I	\$147
Project Manager II	\$207	Inspector of Record	\$202	Survey Analyst II	\$169
Project Manager III	\$217	Deputy Building Official	\$205	Senior Survey Analyst	\$187
Project Manager IV	\$234	Building Official	\$210	Supervisor - Survey & Mapping	\$203
Principal Project Manager	\$238	Plan Check Engineer	\$205	Principal Project Manager	\$238
Program Manager I	\$197	Supervising Plan Check Engineer	\$215	<b>LANDSCAPE ARCHITECTURE</b>	
Program Manager II	\$209	Principal Project Manager	\$238	Assistant Landscape Architect	\$153
Program Manager III	\$228	Deputy Director	\$243	Associate Landscape Architect	\$176
Assistant Engineer I	\$141	Director	\$249	Senior Landscape Architect	\$193
Assistant Engineer II	\$157	<b>PLANNING</b>		Principal Landscape Architect	\$204
Assistant Engineer III	\$166	CDBG Technician	\$86	Principal Project Manager	\$238
Assistant Engineer IV	\$175	CDBG Specialists	\$103	<b>ADMINISTRATIVE</b>	
Associate Engineer I	\$184	CDBG Analyst	\$122	Administrative Assistant I	\$99
Associate Engineer II	\$192	CDBG Coordinator	\$152	Administrative Assistant II	\$120
Associate Engineer III	\$196	CDBG Manager	\$183	Administrative Assistant III	\$140
Senior Engineer I	\$199	Housing Program Coordinator	\$151	Project Accountant I	\$112
Senior Engineer II	\$204	Planning Technician	\$130	Project Accountant II	\$132
Senior Engineer III	\$207	Assistant Planner	\$162	Project Controller I	\$140
Senior Engineer IV	\$211	Associate Planner	\$176	Project Controller II	\$158
Supervising Engineer	\$219	Senior Planner	\$200		
Traffic Engineer I	\$219	Principal Planner	\$208		
Traffic Engineer II	\$234	Planning Manager	\$221		
City Engineer I	\$234	Deputy Director	\$243		
City Engineer II	\$238	Director	\$249		
Deputy Director	\$243				
Director	\$249				
Principal Engineer	\$270				

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9<sup>TH</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and General Technologies and Solutions, LLC, a California limited liability company, with one or more design professionals licensed to practice in the State of California and with its principal place of business at 11900 W Olympic Boulevard, #450, Los Angeles, CA 90064 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call City Traffic Engineering** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call City Traffic Engineering** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call City Traffic Engineering Services** ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call City Traffic Engineering** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Rawad Hani.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Rawad Hani, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

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of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

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Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: General Technologies and Solutions, LLC  
11900 W Olympic Boulevard, #450  
Los Angeles, CA 90064  
ATTN: Rawad Hani, CEO

City: City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90755  
ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

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were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary **OR** Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E. Richardson  
Best Best & Krieger LLP  
City Attorney

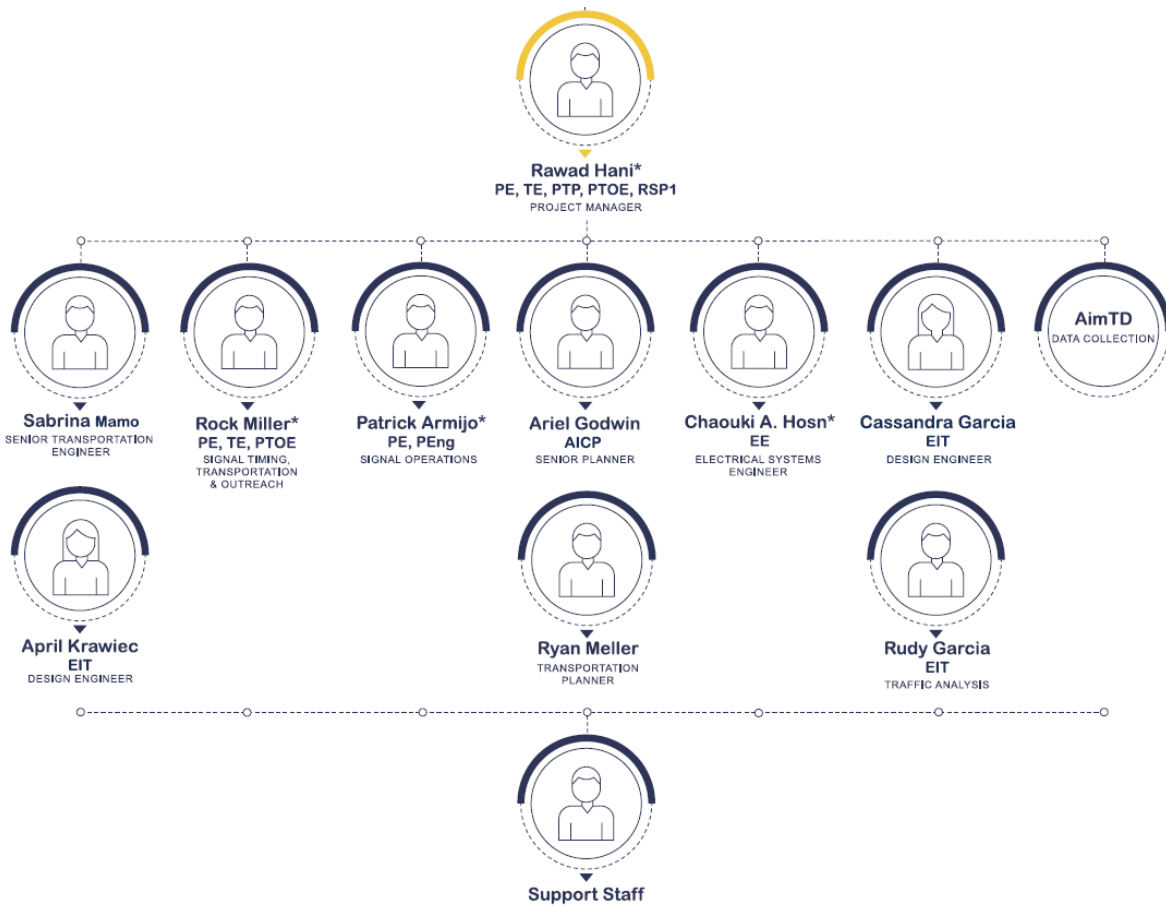


## EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Traffic Engineer Services at as needed basis for various duties assigned by the Public Works Director. Traffic Engineering Services will include the following:

1. Prepare traffic engineering studies and design. Studies include but are not limited to traffic flow and volume studies, vehicle speed studies, microscopic simulations using various software programs.
2. Perform field investigations of existing traffic operations, signal warrant investigations, sign inventories, accident location evaluations.
3. Perform intersection and crossing diagrams.
4. Provide design involving the use of traffic engineering to improve traffic operations and safety by the effective use of traffic control devices and design geometrics. This includes preparing design plans, specifications and any other engineering related functions.
5. Prepare traffic signal, signing and striping, and traffic control plans.
6. Review and implement traffic signal improvements and operational studies including signal timing.
7. Attend City Traffic Safety Committee meetings and provide evaluations and recommendations for action items on the agenda.
8. Prepare grant applications in support of Transportation related projects and activities.
9. Provide traffic engineering function to the Planning Department, including but not limited to consultation, conduct traffic related reviews of developmental plans.
10. Provide consultation in the event of unforeseen traffic problems, consultation regarding law enforcement matters related to traffic engineering.
11. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
12. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
1. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
  - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
  - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
    - A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
    - The costs to perform the task ("**Task Budget**");
    - An explanation of how the cost was determined; and
    - A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
  - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
  - D. The task shall be performed at a cost not exceeding the Task Budget.

- E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
- G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.



The following tasks may also be requested by the Public Works Director during the term of this agreement and shall be performed at the rates established in Exhibit C.

## Work Plan

The following sections describe typical task orders carried out as part of on-call contracts illustrating our work plan.

### 1. Plans, Specifications, and Estimates

GTS will prepare plans, specifications, and estimates (PS&E) to accommodate the construction requirements for traffic signals, signing and striping, traffic control plans, and other ITS design tasks.

We typically anticipate producing plans for the following:

- Street Improvement Plans – To accommodate ADA compliant curb ramps and raised median noses.
- Signing and Striping Design
- Traffic Signal Plan – To propose agreed upon traffic signal improvements and operations based on the developed recommendations.

The GTS team believes a detailed field review and as-built plan verification will provide a good base plan for a high-quality design plan and will result in higher efficiencies (less time and costs). Prior to preparing a base plan for the street improvement and traffic engineering design, GTS will obtain copies of available as-built drawings and other available database/information pertaining to the project from the City and other agencies if needed. The field review will include identifying design constraints, verifying as-built information, and observing general site conditions. We will document our findings with photos taken as part of our field review. We will review the preliminary utility information and prepare and send notifications to all utility companies known to operate within the project area. Underground and overhead utilities will be identified, and potential conflicts will be noted and resolved during final design.

Typical tasks could include:

**1.1 Topographic Land Survey:** The design survey will be developed at 1"=20' scale and will include the following items:

- Sufficient spot elevations and breaklines to accurately develop contours at a 1.0' interval.
- Curbs, right-of-way (and jurisdiction boundary line), flowlines, and gutters.
- Paving types.
- Roadway crown elevations and striping.
- Above ground evidence of utilities.

**1.2 Street Improvement Plan:** GTS will modify the existing curb ramps to comply with ADA guidelines at the intersection. GTS will utilize the topographic land survey to produce the street improvement plan. The street improvements will be limited to ADA curb ramp reconstruction. GTS will perform a detailed ADA evaluation. We will design all proposed curb ramps per the standards agreed upon with the City. The plans will clearly show limits of construction and curb ramp grades and details. The curb ramp details will be prepared at 1"=10' scale.

**1.3 Signing and Striping Design:** GTS will incorporate any striping and signage modifications at the project intersection on the corresponding traffic signal plan if it is part of a signal design project, or will produce separate signing and striping plans.

Striping and signage services will include items like improving existing bike lane signages, reinstalling faded striping, or other striping or signage that may be required.

**1.4 Traffic Signal Plan:** Utilizing the traffic signal as-built plans, survey, and field investigation data, GTS will prepare a traffic signal base plan at the intersection. The base plan is the backbone to accurately design proposed improvements. At this stage of the process, a thorough review is performed on the base plan to ensure accuracy prior to design. The base plan will include centerline, right-of-way, relevant existing street improvements, and existing traffic controls. We will prepare the base plan in accordance with City's format and standards. If the intersection has shared jurisdiction with other cities we will also work with their standards.

GTS has extensive experience in traffic signal design and will utilize that knowledge to identify potential

conflicts before the project goes into construction. For example, proposed signal poles will be strategically placed in the optimum location for driver/pedestrian visibility and will adhere to ADA guidelines. We will also evaluate any current deficiencies or sub-standard equipment that should be upgraded to meet current City agreed-upon standards.

We will provide a detailed traffic signal plan per City agreed-upon format, standards, and specifications. The plan will propose approved signal phases, clearly identifying all existing, proposed, and removed traffic signal equipment to correspond with the overall design intent and shown existing and proposed improvements. The traffic signal plan will be 1"=20' scale unless directed otherwise.

**1.5 Utility Verification and Coordination:** GTS will request a contact list from the City of utility companies with facilities at the project intersection. We will request utility maps and compile underground and above ground utilities in a separate digital file. This file will be referenced into all relevant design plans and clearly labeled to identify utility type, size, and owner. This will allow us to identify any potential impacts and modify the design as necessary.

We will also send a notification to all utility companies within the project limits at the 70% and/or final design stage for their review to determine if there are any possible conflicts with the proposed improvements. GTS will work closely with the utility companies and other City departments to resolve conflicts prior to final design. A communication log will be preserved throughout the project and provided to the City upon request. GTS will provide coordination with electric utility companies if the design includes modification to the service pedestal and/or point of connection (POC).

**1.6 Specifications and Cost Estimates:** GTS will prepare the technical specifications using the City's boilerplate template or Caltrans required template and required format. We will use the City-required standards and specifications.

**1.7 Pre-Construction Support:** GTS will provide pre-construction support services for this project after plans have been approved by the City and other agency. We will attend pre-bid meeting and answer the questions during the construction bidding process regarding the design and specifications. If there are omissions or conflicts in the design prior to the award to contractor, GTS will provide a plan revision.

**1.8 Construction Support:** GTS will provide construction support services for this project during construction. These services include but are not limited to attending a pre-construction meeting, responding to questions during the construction, reviewing contractor submittals within 72 hours, responding to contractor's requests for information (RFIs) or Change Request (CR), revising design plans per CR, maintaining a log of all changes to approved plan set, reviewing and making recommendations to Contract Change Order (CCO), and providing progress reports.

**1.9 As-Built Plan Preparation:** After the completion of project construction, we will request the redline markings prepared by the project inspectors and/or contractors on the signed design plans for preparation of as-built plans. The as-built plans will be signed and submitted to the City for the completion of the project.

## 2. Review/Prepare Traffic Signal Timing/Coordination Plans

GTS will provide signal timing plan support to the City to address the changing traffic conditions. Our tasks typically include the following:

**2.1 Field Observations and Data Review:** We will review the provided signal timing parameters (yellow/red timing, lead/lag timing, offsets, pedestrian timing, etc.) for potential inconsistencies between timing sheets or other anomalies. We will also coordinate with the City to open the traffic controller cabinets and verify existing controllers. We will also observe traffic flow patterns and signal operations during each peak period along the

corridor. Elements such as uneven lane distributions, queue spillbacks, cut through traffic movements, heavy truck or bus percentages, congestion associated with school activity, and friction factors affecting vehicle speed or intersection throughput will be noted. Crosswalk lengths will be measured using aerial imagery to determine appropriate pedestrian timing.

**2.2 Traffic Data Collection:** A 24-hour count will be used to understand demand variability by time and determine intersection and corridor peak hours. GTS will collect turning movement counts with vehicle classification at the project intersections. All turning movement counts will be classified to distinguish vehicle classification, pedestrians, and bicycles. Before travel time data may be collected if the City desires.

**2.3 Modeling:** Using the collected traffic counts and existing signal timing plans available to the City, GTS will develop Synchro and SimTraffic models to understand existing condition operations at each of the project intersections. An accurate understanding of operational deficiencies is crucial to develop improvements at the conceptual level. Based on the results of our field visits and safety and Synchro/SimTraffic analysis, GTS will develop a set of improvements to be tested in the Synchro model for future consideration. The following are few examples of such improvements:

- Lead/lag phasing order based on platoon arrivals, turning movement volumes, and synch phase assignments.
- Phase splits that provide sufficient time to meet pedestrian minimums and minimize the frequency of underserving queues, except where strategically beneficial.
- Offsets that prioritize the primary direction of travel to the extent that flow directionality exists within each period of implementation.
- Re-striping or modification to intersection approach to change the lane configuration. For example, provision of a dedicated turn lane or changing a dedicated turn lane to shared movement.

Each set of proposed improvements will be vetted for feasibility and tested in Synchro to determine effectiveness in improving traffic operation. We will work with the City to select a preferred set of improvements, which will be included in the final optimized Synchro model.

**2.4 Signal Timing Sheets:** GTS will develop a spreadsheet of proposed signal timing parameters such as yellow times, all-red times, walk times, flashing don't walk times, minimum greens, lead/lag phasing, and synch phases for each study intersection. Additional timing parameters such as minimum bicycle timings, yellow timing for left turn, and through movements will be calculated per the CA-MUTCD. Finally, based on coordination factors, field observations, scenario testing with Synchro, and our signal timing experience, we will propose signal timing groups and cycle lengths for each of the synchronization periods.

**2.5 Optimized Synchro Model & Implementation Support:** Based on the findings of the above tasks, GTS will develop Synchro models inclusive of the preferred set of improvements with optimized signal timings for each of synchronization period. A table will be prepared to compare measures of effectiveness (MOEs) between the existing conditions and the proposed Synchro models. MOEs are anticipated to include LOS, total travel time, total delay, fuel consumption, and stops.

### 3. Review/Prepare Traffic Control Plans

GTS often assists with maintenance of traffic requirements for CIP projects from resurfacing projects to projects involving signal designs, signing and striping, and bicycle facilities design.

We will work with the City to efficiently prepare or review and approve plans and maintain schedules. We provide high quality through the plan check cycle, from planning and design to construction completion. Typical projects include:

- New traffic signals or traffic signal modifications.
- Power source and cabinet placement.

### 4. Prepare Grant Applications

We will assist the City with identifying and applying for funding to realize the various CIP projects. GTS has assisted various cities with grant applications and grant management. We recently carried out 3 grant applications for the HSIP program for the cities of Buena Park and La Habra Heights to help upgrade signal hardware, construct new signals, and upgrade guardrail. We understand not only the grant writing process, but equally important the scoring rubric that is essential to ensure successful grant applications.

Our team has previously supported the City of Commerce on successfully obtaining HSIP and ATP grants. As part of our project delivery, we also support cities with grant management and dealing with the funding agency requirements such as E-76 and others.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 10, 2024 – June 30, 2027**

<b>LABOR RATES</b>	
<b>Labor Category/Grade</b>	<b>Hourly Fully-Loaded Rate</b>
Engineer / Planner / Analyst (L1)	\$140.00
Engineer / Planner / Analyst (L2)	\$160.00
Engineer / Planner / Analyst (L3)	\$180.00
Engineer / Planner / Analyst (L4)	\$190.00
Engineer / Planner / Analyst (L5)	\$210.00
Engineer / Planner / Analyst (L6)	\$230.00
Principal L7	\$280.00
Intern (L1)	\$120.00
Project Admin / CAD / Graphics (L2)	\$140.00
Project Admin / CAD / Graphics (L4)	\$200.00

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement



and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 23<sup>rd</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and Linscott, Law & Greenspan, Engineers (LLG), a California company, with one or more design professionals licensed to practice in the State of California and with its principal place of business at 2 Executive Circle, Suite 250, Irvine, CA 92614 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call City Traffic Engineering** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call City Traffic Engineering** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call City Traffic Engineering Services** ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call City Traffic Engineering** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Keil Maberry

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Keil Maberry, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

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of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

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Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:                   LLG  
                                  2 Executive Circle, Suite 250  
                                  Irvine, CA 92614  
                                  ATTN: Keil Maberry, Principal

City:                            City of Signal Hill  
                                  2175 Cherry Avenue  
                                  Signal Hill, CA 90755  
                                  ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

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or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary **OR** Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

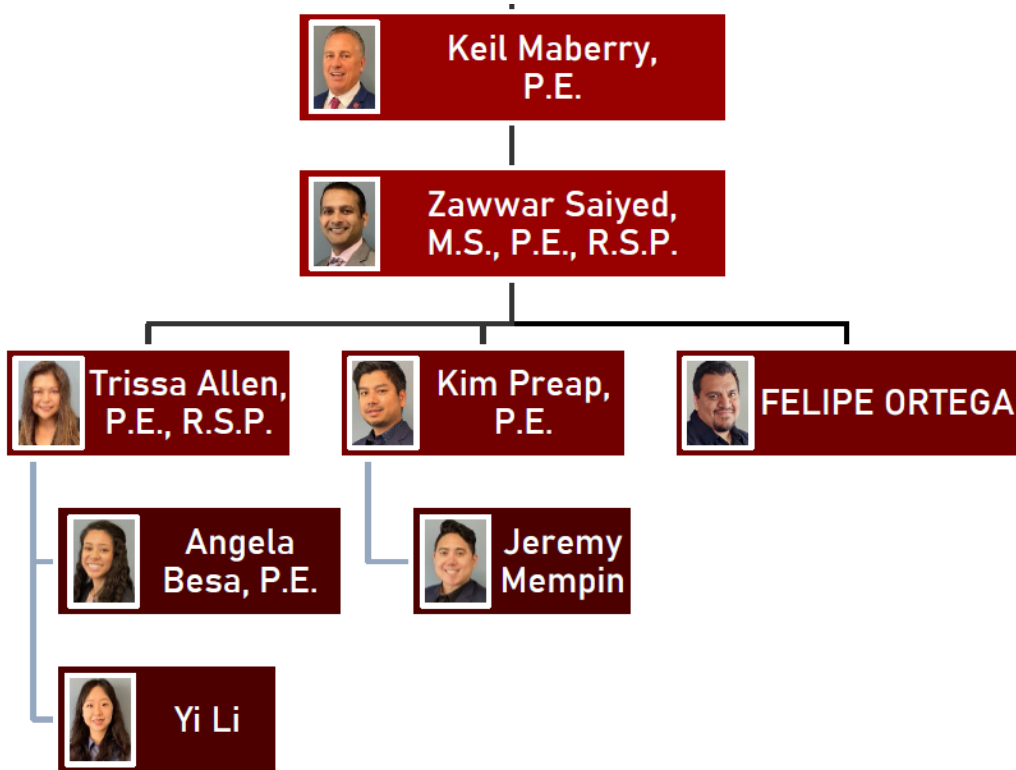
By: \_\_\_\_\_  
Matthew E. Richardson  
Best Best & Krieger LLP  
City Attorney

## EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Traffic Engineer Services at as needed basis for various duties assigned by the Public Works Director. Traffic Engineering Services will include the following:

1. Prepare traffic engineering studies and design. Studies include but are not limited to traffic flow and volume studies, vehicle speed studies, microscopic simulations using various software programs.
2. Perform field investigations of existing traffic operations, signal warrant investigations, sign inventories, accident location evaluations.
3. Perform intersection and crossing diagrams.
4. Provide design involving the use of traffic engineering to improve traffic operations and safety by the effective use of traffic control devices and design geometrics. This includes preparing design plans, specifications and any other engineering related functions.
5. Prepare traffic signal, signing and striping, and traffic control plans.
6. Review and implement traffic signal improvements and operational studies including signal timing.
7. Attend City Traffic Safety Committee meetings and provide evaluations and recommendations for action items on the agenda.
8. Prepare grant applications in support of Transportation related projects and activities.
9. Provide traffic engineering function to the Planning Department, including but not limited to consultation, conduct traffic related reviews of developmental plans.
10. Provide consultation in the event of unforeseen traffic problems, consultation regarding law enforcement matters related to traffic engineering.
11. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
12. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
1. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
  - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
  - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
    - A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
    - The costs to perform the task ("**Task Budget**");
    - An explanation of how the cost was determined; and
    - A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
  - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
  - D. The task shall be performed at a cost not exceeding the Task Budget.

- E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
- G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.





**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 10, 2024 – June 30, 2027**

<u>TITLE</u>	<u>PER HOUR</u>
<i>Principals</i>	
Principal Engineer.....	\$ 298.00
Associate Principal Engineer.....	\$ 268.00
Planning/Design Manager.....	\$ 249.00
<i>Transportation Engineers</i>	
Senior Transportation Engineer.....	\$ 226.00
Transportation Engineer III.....	\$ 200.00
Transportation Engineer II.....	\$ 171.00
Transportation Engineer I.....	\$ 147.00
<i>Transportation Planners</i>	
Senior Transportation Planner.....	\$ 200.00
Transportation Planner III.....	\$ 171.00
Transportation Planner II.....	\$ 146.00
Transportation Planner I.....	\$ 130.00
<i>Signal System Specialist</i>	
Senior Signal System Specialist.....	\$ 226.00
Signal System Specialist III.....	\$ 200.00
Signal System Specialist II.....	\$ 171.00
Signal System Specialist I.....	\$ 147.00
<i>Technical Support</i>	
Engineering Associate III.....	\$ 150.00
Engineering Associate II.....	\$ 145.00
Engineering Associate I.....	\$ 140.00
Engineering Computer Analyst II.....	\$ 138.00
Engineering Computer Analyst I.....	\$ 109.00
Senior CADD Drafter.....	\$ 140.00
CADD Drafter III.....	\$ 130.00
CADD Drafter II.....	\$ 115.00
CADD Drafter I.....	\$ 98.00
Senior Engineering Technician.....	\$ 140.00
Engineering Technician II.....	\$ 130.00
Engineering Technician I.....	\$ 99.00
Word Processor/Secretary.....	\$ 92.00
Engineering Aide I.....	\$ 70.00

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

#### 3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9TH day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") W.G. Zimmerman Engineering, Inc., a California corporation, with one or more design professionals licensed to practice in the State of California and with its principal place of business at 7812 Edinger Ave, Suite 302, Irvine, CA 92647 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call City Traffic Engineering** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call City Traffic Engineering** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call City Traffic Engineering Services** ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call City Traffic Engineering** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Bill Zimmerman



3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Bill Zimmerman, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers,

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employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

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### 3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

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Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	W.G. Zimmerman Engineering, Inc 7812 Edinger Avenue, Suite 32 Irvine, CA 92647 ATTN: Bill Zimmerman, President
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

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were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

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or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.



**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary **OR** Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

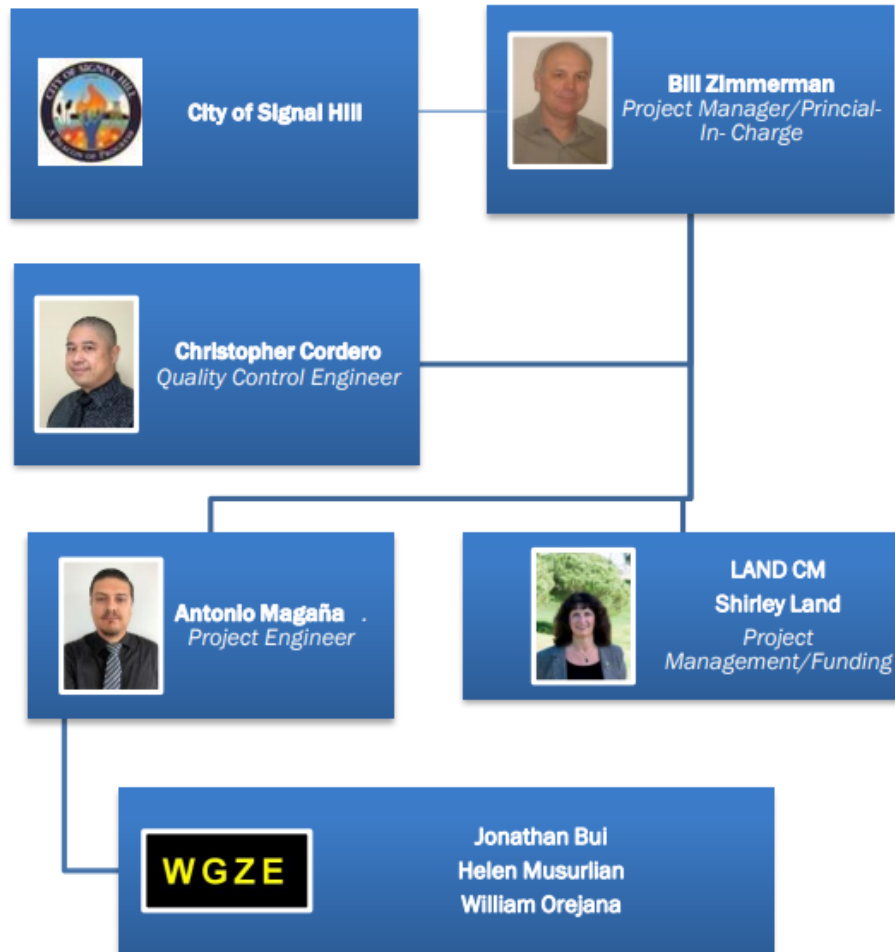
By: \_\_\_\_\_  
Matthew E. Richardson  
Best Best & Krieger LLP  
City Attorney

## EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Traffic Engineer Services at as needed basis for various duties assigned by the Public Works Director. Traffic Engineering Services will include the following:

1. Prepare traffic engineering studies and design. Studies include but are not limited to traffic flow and volume studies, vehicle speed studies, microscopic simulations using various software programs.
2. Perform field investigations of existing traffic operations, signal warrant investigations, sign inventories, accident location evaluations.
3. Perform intersection and crossing diagrams.
4. Provide design involving the use of traffic engineering to improve traffic operations and safety by the effective use of traffic control devices and design geometrics. This includes preparing design plans, specifications and any other engineering related functions.
5. Prepare traffic signal, signing and striping, and traffic control plans.
6. Review and implement traffic signal improvements and operational studies including signal timing.
7. Attend City Traffic Safety Committee meetings and provide evaluations and recommendations for action items on the agenda.
8. Prepare grant applications in support of Transportation related projects and activities.
9. Provide traffic engineering function to the Planning Department, including but not limited to consultation, conduct traffic related reviews of developmental plans.
10. Provide consultation in the event of unforeseen traffic problems, consultation regarding law enforcement matters related to traffic engineering.
11. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
12. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
1. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
  - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
  - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
    - A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
    - The costs to perform the task ("**Task Budget**");
    - An explanation of how the cost was determined; and
    - A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
  - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
  - D. The task shall be performed at a cost not exceeding the Task Budget.

- E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
- G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.



## **EXHIBIT "B"** **SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 10, 2024 – June 30, 2027**

**W.G. Zimmerman Engineering, Inc. Rates for the duration of the Contract are provided below:**

<u>Classification</u>	<u>Rate</u>
Principal	\$ 225.00/Hr
Registered Traffic Engineer	\$ 220.00/Hr
Senior Project Manager (Registered)	\$ 215.00/Hr
Project Manager (Registered)	\$ 190.00/Hr
Senior Project Engineer (Registered)	\$ 185.00/Hr
Project Engineer	\$ 170.00/Hr
Senior Associate Engineer	\$ 150.00/Hr
Senior Design Engineer	\$ 145.00/Hr
Design Engineer	\$ 140.00/Hr
CADD Manager/Senior Designer	\$ 135.00/Hr
Microstation CADD/Technician	\$ 135.00/Hr
Administration/Office Support	\$ 90.00/Hr

**Additional Consultants**

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**LAND CM Services Rates are provided below:**

<u>Classification</u>	<u>Rate</u>
Principal/Project Manager	\$ 180.00/Hr.

Non-Labor Expenses

Printing	Cost plus 5%
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Other Expenses (such as sub-consultants, outside services or special equipment needs)	Cost plus 5%
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Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

#### 3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled



and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9<sup>th</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and Associated Soils Engineering, Inc., a California corporation, with one or more design professionals licensed to practice in the State of California and with its principal place of business at 2860 Walnut Avenue, Signal Hill, CA 9075 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call General Geotechnical Engineering and Material Testing** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call General Geotechnical Engineering and Material Testing** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call General Geotechnical Engineering and Material Testing** ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call General Geotechnical Engineering and Material Testing** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

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### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Ted Riddell

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Ted Riddell, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

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of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

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Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	Associated Soils Engineering, Inc 2860 Walnut Ave Signal Hill, CA 90755 ATTN: Ted Riddell, President
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

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were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary **OR** Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E Richardson  
Best Best & Krieger LLP  
City Attorney

## EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Geotechnical Engineering and Material Testing Services at as needed basis for various duties assigned by the Public Works Director. Geotechnical Engineering and Material Testing Services will include the following:

1. Provide field and office geotechnical testing and inspection services for the construction capital improvement projects, including but not limited to, parks, facilities, streets, traffic signals, walls, bridges, trails, storm drains, channels, and utilities.
2. Provide geotechnical testing and inspection services to include
  - Geotechnical observation, evaluation, inspection and laboratory testing of subgrade, trench bedding placement, backfill and compaction for CIP related construction projects.
  - Soils reports
  - Roadbed design
  - Trench/Wall backfill design
  - Subsurface investigations
  - Paving inspections
3. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
4. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
5. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
6. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
  - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
  - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
    - A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
    - The costs to perform the task ("**Task Budget**");
    - An explanation of how the cost was determined; and
    - A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
  - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
  - D. The task shall be performed at a cost not exceeding the Task Budget.

- E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
- G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.

Name	Office	Years Practicing	Project Responsibility
<b>Edward C. (Ted) Riddell, P.G., C.E.G</b>	<b>ASE</b>	<b>39</b>	<b>President, Principal Geologist Principal-in-Charge</b>
Lawrence J.D. Chang, R.C.E.	ASE	37	Principal Geotechnical Engineer
John Whitney, P.G., C.E.G	ASE	38	Senior Project Geologist
Donald Zike	ASE	47	Laboratory Manager
Torin Ng, E.I.T.	ASE	6	Project Engineer
Craig Weatherholt	ASE	38	Senior Engineering Technician
Phoc Nguyen	ASE	23	Senior Engineering Technician
John Curtis	ASE	17	Senior Engineering Technician

The following tasks may also be requested by the Public Works Director during the term of this agreement and shall be performed at the rates established in Exhibit C.

- Supervision of all work by a registered Geotechnical Engineer and/or a Certified Engineering Geologist (depending on the work envisioned by the proposal).
- All soil technicians shall be certified by Caltrans for federal or state funded project.
- Perform subsurface exploration and analysis, including in-place moisture and density tests, laboratory maximum density and optimum moisture tests, sieve analysis, R-value determination, direct shear tests, consolidation or collapse tests, and other required tests.
- Review of existing geotechnical/geologic maps, reports and any other available related documents.
- Review project plans and specifications through the design process, with consideration of geotechnical issues such as materials testing and suitability.

- Provide geotechnical evaluation and recommendations on, including, but not limited to, grading, earthwork, settlement, surface and subsurface drainage, foundation/column/slab design, slope stability, pavement design, trench backfill, retaining wall design, environmental concerns, removal of unsuitable materials, etc.
- Investigate and analyze existing pavement conditions using pavement coring and soil borings and sampling. Pavement corings and soil and structural pavement sections to be considered for the project. ASE will record the pavement and base thicknesses of each coring and record in-situ soil type, weight, moisture content, relative compaction, etc., at a minimum 2 feet (2') and 5 feet (5') depth, or as recommended by the Geotechnical Engineer supervising the investigation. Boring logs shall be prepared and presented in a report along with all test results and recommendations for replacement structural section, overlay thickness, and/or rehabilitative repair strategy. Consideration for the effect of any overlay recommendations upon the existing street profile, cross section and or highway drainage shall be addressed.
- Prepare and submit final geotechnical reports and logs of exploratory borings and results of laboratory testing.
- Prepare and submit scale plans showing locations and identifications of the borings and other required geotechnical information.
- Maintain proper safety practices and procedures, especially when working on streets and intersections.
- Prepare and perform all in-place/laboratory tests, sampling, and reports in accordance with Caltrans, FHWA and other applicable agency procedures, policies, regulations, requirements, and formats.
- Perform all duties in a manner that promotes the cost-effective execution and progress of construction projects.
- Notify Underground Service Alert prior to the start of any subsurface exploration work. The Consultant shall submit a traffic control plan to the City for review and obtain a permit to operate and conduct explorations within the public right-of-way.
- Obtain all necessary permits to enter and perform investigations on private properties from property owners, as required by the City.
- Provide asphalt batch plant inspection involving observation, testing and analysis for asphalt being delivered to Buena Park jobs. ASE shall verify mix design aggregate gradation, determine binder content and stability values with written report within 48 hours.

- Alert project engineer immediately upon finding test results that fail to comply with material or testing requirements included in the project contract documents.
- Provide observation, documentation and recommendations for the processing of in-place cement treated base via full-depth reclamation. Any matters of concern will be promptly brought to the attention of the project engineer.

#### Seismic Studies

Members of our staff and consultants team have performed Alquist-Priolo Special Seismic Zone studies for many of the faults in Southern California. These studies enable projects to be designed to accommodate and mitigate the presence of active and potentially active faults on numerous sites, which results in maximum utilization of land while incorporating seismic safety.

These studies provide seismic design criteria for many facilities including high-rise buildings, hospitals, dams, projects on ground susceptible to liquefaction and projects located on or adjacent to faults. The results of the seismic studies normally yields recommendations for mitigating earthquake hazards.

#### Evaluation of Excavation

Our engineering technician shall inspect and evaluate excavation of trenches and/or subgrade during any proposed improvements. When warranted, inspections will be supplemented by our Engineering Geologist or Professional Engineer. The objective of the inspection is to ensure that the excavation for the proposed structure has exposed competent material at the bottom. If excavation results in exposure of saturated, incompetent material at the bottom, proper remediation measures will be recommended. The sides of the excavation will be inspected for any seeping water. During field observation, a technician will observe maximum permissible length of open trench, maximum and minimum width of trench, and safe access to trenches, removal and replacement of surface improvements (curbs, sidewalk, driveways, AC pavements etc.) dewatering operations, and bracing excavation.

#### Evaluation of Imported Earth Material to be Used as Fill

The assigned engineering technician will collect samples of the proposed fill material and take them to the soils laboratory. Appropriate soil classification tests will be performed to



determine whether the fill material meets project specifications. He/she will observe the condition of the imported materials. The presence of rocks, broken concrete, or other solid material that is larger than the specified dimension (generally 4 inches) shall be brought to the knowledge of the contractor for its replacement. The contractor shall be requested to break the clods or hard lumps of earth materials greater than the required dimension before compacting the material in fill.

Evaluation of Compaction Procedures

The technician shall also evaluate the compaction procedure of backfill of any excavations to ensure that the project specifications have been followed. He/she shall inspect to determine whether the fill material is being placed in horizontal layers and is compatible to the type of compacting equipment. The compactors used for achieving the right degree of relative compaction may be sheepsfoot rollers, pneumatic-tired rollers, or any other mechanical equipment, compatible to the type of fill materials used for backfilling operations. The field technician will also inspect the moisture content of the fill material in order to ensure that the specified relative compaction is achievable with the inspected moisture content.

Testing of Compaction, Moisture Content, etc.

Our technician shall conduct compaction tests by Sand Cone Testing Method (ASTM D1556) and Nuclear Method (CAL 216/231, ASTM D 2922) to determine the relative compaction. Generally, a minimum of one compaction test will be conducted at every 300 feet of trench or lane of roadway, and backfill at 2 feet deep intervals depending upon the type of structure.

During the progress of our work, our engineering technician will prepare daily field reports. A copy of these reports will be submitted to the construction manager/resident engineer on a daily basis. The report will include a written summary of the day's activities, a summary of all field-testing performed, and a listing of outstanding failing tests which have not been reworked/retested. In addition, the location of all field density tests taken during the project will be plotted on a set of plans that is maintained by the field technicians on the site. The construction manager will be notified of any concrete breaking results which do not meet the required strength within 24 hours.

Testing time and the associated fees can be minimized by proficient and timely work by the Contractor and by coordination of the Project Manager with the Project Director, City Inspector and our team's Engineers and Technicians. When a larger number of tests are scheduled at one time, greater efficiency can be achieved, resulting in lower overall fees.

ASE assumes and expects that it is the contractor's responsibility to abide by all laws and regulations (CAL-OSHA) in providing for a safe workplace for site personnel. This includes, but is not limited to, providing shoring or other protective means necessary to allow our soils technician to safely perform the required work.

#### Special Inspection Services

Special Inspections will be conducted by our inspector to the satisfaction of City officials. Our special inspectors are qualified in Hot Mix Asphalt (HMA), structural steel, structural welding, structural masonry, batch plant inspection, rebar placement, epoxy anchors or dowel testing and piles installation operations. ASE will observe the work assigned for conformance to the approved design drawings and specifications. Our special inspectors will prepare inspection reports and submit to the City's representative. He/she will notify the Contractor of any discrepancy for correction. A final report, signed by the Engineer, stating the work is performed in conformance with the project specifications shall be submitted to the appropriate manager in charge.

#### Laboratory Testing

ASE's engineering technician will collect representative soil samples used for fill and backfill; and conduct laboratory testing to determine soil classification, maximum density and optimum moisture content, sand equivalent, and classification of aggregate base materials and bituminous paving mixtures to ensure compliance with the contract specifications and standards. **ASE's in-house laboratory has been accepted by the State of California Department of Transportation (Caltrans) and Division of State Architect (DSA) under the Laboratory Evaluation and Acceptance program (LEA 224), as well as AASHTO/CCRL and AMRL (Hot Mix Asphalt, Aggregate, Soil, & Portland Cement Concrete) and the City of Los Angeles.**

All laboratories shall meet ASTM and Caltrans Submittals

#### Report Preparation

At the completion of our services for a given project, ASE will prepare a report that will summarize all of the work performed on the project. The report will include our observations during construction, results of our field and laboratory testing, and a conclusion as to the project's compliance with the contract plans and specifications. Three (3) copies of the final summary report containing full records and documentation of the geotechnical and field testing work performed will be provided upon request.

## **EXHIBIT "B"** **SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 1, 2024 – June 30, 2027**

<u>ENGINEERING &amp; TECHNICAL SERVICES (Rate per Test)</u>			
Principal Engineer/Geologist	\$ 220.00	Certified Pile Inspector (Drilled/Driven/Tieback)	\$ 140.00
Project Engineer/ Geologist	\$ 200.00	Registered Deputy Inspector (ICC, DSA, Cities, Counties etc.)	\$ 140.00
Staff Engineer/Geologist	\$ 180.00	Registered Deputy Grading Inspector (ICC, Cities, Counties etc.)	\$ 140.00
Supervising Technician (Lab/Field)	\$ 145.00	Laboratory Technician	\$ 105.00
Field Technician	\$ 105.00	Technical Typist	\$ 95.00
Field Technician/Deputy Inspector (Prevailing Wage)	\$ 160.00	Technical Illustrator	\$ 100.00
Field Support Services	\$ 95.00	Field/Lab Assistant	\$ 95.00
Office Services	\$ 95.00	Expert Witness (Preparation & Court – 4 hr. min.)	\$ 750.00
Soil-Cement Mix Design and Testing	Quote (min. \$4,000)		
<u>LABORATORY TESTING &amp; CORING SERVICES (Rate Per Test)</u>			
<u>Classification &amp; Index Tests</u>		<u>Compaction &amp; R-Value Tests</u>	
Sand Equivalent (Cal 217 or ASTM D2419)	\$ 105.00	Max Density/Opt. Moisture ASTM D1557 (Method A and B)	\$ 225.00
Atterberg Limit (LL&PL per ASTM D4318-D84)	\$ 220.00	Max Density/Opt. Moisture ASTM D1557 (Method C)	\$ 270.00
Shrinkage Factors (ASTM D427)	\$ 175.00	Max Density/Opt. Moisture California 216	\$ 225.00
Sieve Analysis including Hydro (ASTM D422)	\$ 200.00	R-Value Natural Soil (Cal 301 or ASTM 2844)	\$ 350.00
Sieve Analysis – retained 200 mesh	\$ 140.00	R-Value Cement or Lime treated Soil (Cal 301 or ASTM 2844)	\$ 380.00
200 Wash	\$ 90.00	R-Value Aggregate Base (Cal 301 or ASTM 2844)	\$ 380.00
Moisture Content (ASTM D2216)	\$ 55.00	CBR (ASTM D1883) - Soil	\$ 400.00
Moisture Content & Dry Density – Ring (D2937)	\$ 75.00	CBR – Base	\$ 475.00
Moisture Content Dry Density – Shelby Tube	\$ 80.00	<u>Consolidation &amp; Expansion Tests</u>	
Specific Gravity – Soil	\$ 210.00	Consolidation ASTM D2435 (Method A)	\$ 240.00
<u>Strength Tests</u>		Consolidation ASTM D2435 (Method B)	\$ 400.00
Direct Shear UU (1 point)	\$ 140.00	Time Rate per Load Increment	\$ 75.00
Direct Shear UU (3 points)	\$ 260.00	Expansion Index (2.5" Diameter Specimen)	\$ 165.00
Direct Shear CD (3 points)	\$ 290.00	Expansion Index (4.0" Diameter Specimen)	\$ 185.00
Unconfined Compression	\$ 310.00	Single Load Swell or Collapse Test	\$ 170.00
Residual Shear (3 Shear)	\$ 310.00	<u>Asphalt Concrete Tests</u>	
<u>Soil Chemistry Tests</u>		Mix Design by Marshall or Stabilometer Method	Quote
Sulfates	\$ 100.00	Field Density for Compacted Mix (Cal 308) ≤ 4" diameter each	\$ 85.00
Chlorides	\$ 100.00	Field Density for Compacted Mix > 4" diameter each	\$ 95.00
Ph	\$ 100.00	Thickness of Compacted Mix	\$ 60.00
Resistivity	\$ 140.00	Theoretical Max. Sp. Gravity & Density of Bituminous Mixtures (ASTM D 2071)	\$ 240.00
Corrosivity Suite (So <sub>4</sub> , Cl, pH, Resistivity)	\$ 380.00	Extraction of Bitumen Mat., % Oil in mix (ASTM D2172, Meth. A)	\$ 220.00
<u>Diamond Coring</u>		Maximum Density Determination (Cal 304, 2 pt. Avg.)	\$ 250.00
2" to 6" Diameter	\$ 100.00	Stability Value (Cal 366) - 3 Points	\$ 360.00
8" to 9" Diameter	\$ 120.00	Extraction of Bitumen Material by Ignition Method	\$ 290.00
Hourly Charge Portal-to-Portal/Standby Time	\$ 250.00	<u>Aggregate &amp; Base Course Tests</u>	
Minimum Charge	\$ 450.00	Durability of Aggregate (Cal 229)	\$ 340.00
<u>Compression Tests</u>		Sieve Analysis, Fines Only (ASTM C136)	\$ 140.00
Compression Test 6"x12" Cylinders incl Hold (ASTM C39) each w/ cert.	\$ 33.00	Sieve Analysis, Fines & Coarse (ASTM C136 or (Cal 202)	\$ 190.00
Compression Test, 2", 4" and 6" Cores (ASTM C42) each	\$ 85.00	Cleaness Value CTM 227	\$ 180.00
Mortar Compression each	\$ 55.00	Sp. Gravity, Fine aggregate incl. % Absorption (ASTM C128)	\$ 200.00
Grout Prism Compression each	\$ 70.00	Sp. Gravity, Coarse Aggregate incl. % Absorption (ASTM C127)	\$ 180.00
Masonry Prisms (set of 4)	\$ 250.00	Abrasion Resistance-LA Rattler, 100-500 rev. (ASTM C131)	\$ 310.00
Shotcrete Panel (incl. coring, capping and breaking up to 4 cores)	\$ 450.00		

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

#### 3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.



## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9<sup>th</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and Shannon & Wilson, a California company, with one or more design professionals licensed to practice in the State of California and with its principal place of business at 100 North First Street, Suite 200, Burbank, CA 91502 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call General Geotechnical Engineering and Material Testing** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call General Geotechnical Engineering and Material Testing** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call General Geotechnical Engineering and Material Testing** ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call General Geotechnical Engineering and Material Testing** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

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### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Stephen Diem.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Stephen Diem, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

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of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

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Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	Shannon & Wilson 100 North First Street, Suite 200 Burbank, CA 91502 ATTN: Stephen Diem, Senior Associate
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

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were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project



or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary **OR** Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

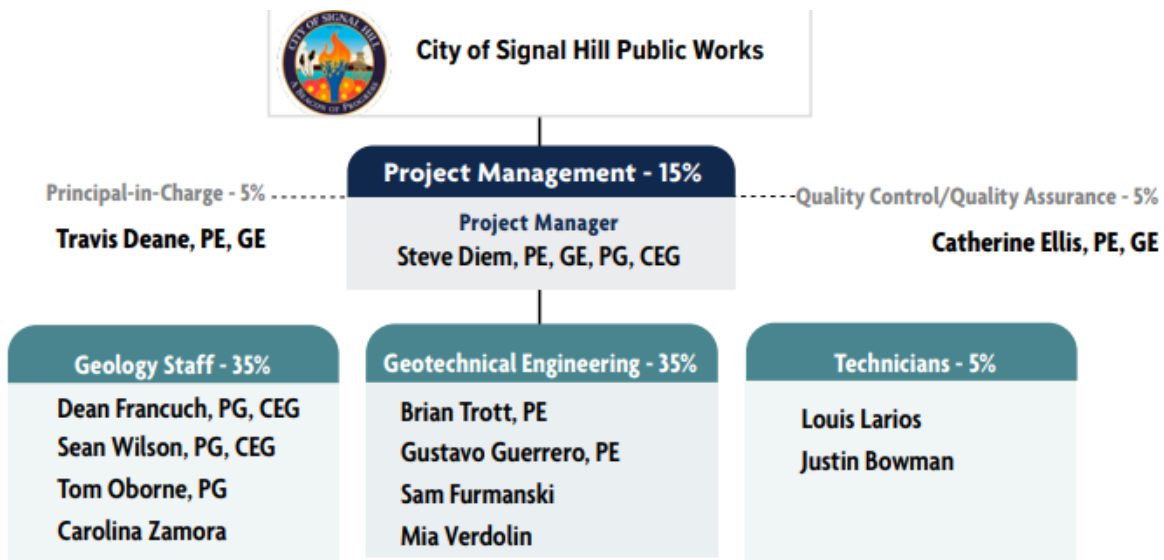
By: \_\_\_\_\_  
Matthew E. Richardson  
Best Best & Krieger LLP  
City Attorney

## EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Geotechnical Engineering and Material Testing Services at as needed basis for various duties assigned by the Public Works Director. Geotechnical Engineering and Material Testing Services will include the following:

1. Provide field and office geotechnical testing and inspection services for the construction capital improvement projects, including but not limited to, parks, facilities, streets, traffic signals, walls, bridges, trails, storm drains, channels, and utilities.
2. Provide geotechnical testing and inspection services to include
  - Geotechnical observation, evaluation, inspection and laboratory testing of subgrade, trench bedding placement, backfill and compaction for CIP related construction projects.
  - Soils reports
  - Roadbed design
  - Trench/Wall backfill design
  - Subsurface investigations
  - Paving inspections
3. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
4. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
5. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
6. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
  - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
  - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
    - A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
    - The costs to perform the task ("**Task Budget**");
    - An explanation of how the cost was determined; and
    - A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
  - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
  - D. The task shall be performed at a cost not exceeding the Task Budget.

- E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
- G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.



The following tasks may also be requested by the Public Works Director during the term of this agreement and shall be performed at the rates established in Exhibit C.

- Review existing geological maps, previous reports available online from local and state agency databases, and any available data to gain initial insights into the site conditions and potential geologic hazards.
- Visit the site to observe surficial geologic conditions, topography, vegetation, and existing structures.
- Employ geophysical techniques such as ground-penetrating radar, seismic surveys, or electrical resistivity to assess subsurface conditions and identify potential anomalies.
- Subsurface exploration such as drilling or test pits to collect subsurface data and collect soil samples at various depths. These samples are then analyzed in a laboratory to determine physical and engineering properties such as grain size, moisture content, density, consolidation potential, and strength.
- In-Situ Testing to evaluate properties such as soil compaction, permeability, shear strength, and bearing capacity. Common in-situ tests include Standard Penetration Test, Cone Penetration Test, and Pressuremeter Test.
- Measure groundwater levels and conduct tests to determine permeability, flow direction, and potential impacts on construction.
- Document geological features, such as faults, fractures, and rock types to understand their influence on site stability and engineering design.
- Characterize the subsurface conditions, including distribution of the geologic units and groundwater level, using the surficial and subsurface data collected. Develop

engineering parameters for the subsurface geologic units that will be used in our geotechnical engineering analyses.

- Perform engineering analyses to develop geotechnical recommendations for design and construction of the proposed improvements.
- Compile all data, analyses, and findings into a comprehensive report that provides recommendations for foundation design, slope stability, excavation support, and other geotechnical aspects of the project. Design recommendations must consider such things as soil properties, foundation requirements, and stability measures. Design must comply with all local regulations, standards, codes related to geotechnical engineering and construction.
- Provide geotechnical observation and testing to demonstrate compliance with the design specifications and monitor soil conditions to detect any unforeseen issues.
- Assign key staff that have the appropriate expertise for the project.
- Establish an overall plan that uses standard operating procedures, guidelines, and protocols.
- Conduct meetings to exchange information, resolve problems, and address changes or directions.
- Maintain close communication with the Project design team, including appropriate monthly reporting.
- Schedule and assign technical resources to meet the Project design team's needs by regularly consulting with your managers to assess and plan for upcoming needs.
- Monitor work assignment progress.
- Ensure that QA procedures and reviews for all deliverables.
- Communicate technical and work assignment requirements to the technical and administrative staff.
- Manage ongoing costs, schedules, and technical results.
- Enforcing Quality Assurance standards.
- Submit progress reports to the City's project manager to indicate work status and significant activities or events.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 10, 2024 – June 30, 2027**

Classification Title	Regular Rate per hour	Overtime Rate per hour
<b>Officers / Associates</b>		
Senior Vice President	\$325.00	
Vice President	\$290.00	
Senior Associate	\$265.00	
Associate	\$235.00	
<b>Engineering / Geology / Hydrology / Environmental</b>		
Senior Professional III	\$215.00	
Senior Professional II	\$190.00	
Senior Professional I	\$170.00	
Professional IV	\$150.00	
Professional III	\$140.00	
Professional II	\$130.00	
Professional I	\$120.00	
<b>Field and Lab Technician / Drafter / Technical Assistant</b>		
DGI and Senior Technical Services	\$185.00	\$220.00
Technical Services (IV,III)	\$165.00	\$189.00
Technical Services (II, I)	\$135.00	\$151.00
<b>Administrative</b>		
Office Services (Senior, V, IV)	\$150.00	\$185.00
Office Services (III, II)	\$105.00	\$130.00
Office Services (I)	\$90.00	\$110.00
<b>Special Services</b>		
Senior Consultant	<i>as quoted</i>	
Consultant	<i>as quoted</i>	
Instrumentation Specialist	\$200.00	

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.



**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

#### 3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9<sup>th</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and Coast Surveying, Inc., a California company, with one or more design professionals licensed to practice in the State of California and with its principal place of business at 15031 Parkway Loop, Suite B, Tustin, CA 92780 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call Land Surveying** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call Land Surveying** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call Land Surveying Services** ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call Land Surveying** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Ruel del Castillo

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Ruel del Castillo, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

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of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.



### 3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

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Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	Coast Surveying, Inc 15031 Parkway Loop, Suit B Tustin, CA 92780 ATTN: Ruel del Castillo, President
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

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were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary **OR** Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E Richardson  
Best Best & Krieger LLP  
City Attorney

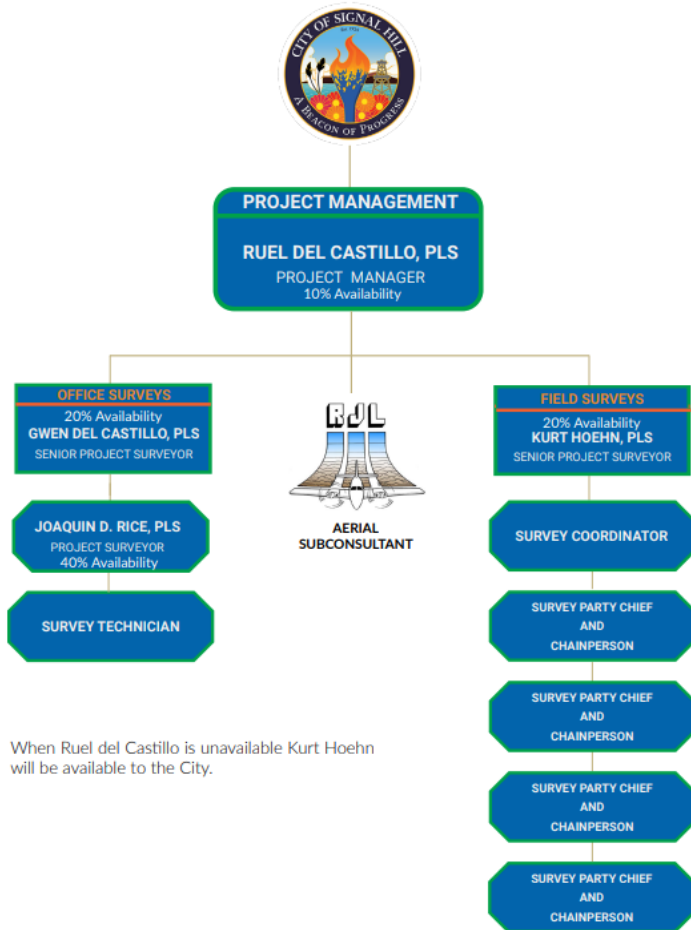
## EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Land Surveying Services at as needed basis for various duties assigned by the Public Works Director. Land Surveying Services will include the following:

1. Provide field and office land surveying services for the construction of municipal improvements to include, but not limited to, facilities, streets, traffic signals, walls, bridges, trails, storm drains, channels, and utilities. All work is to be performed under the direct supervision and charge of a licensed California land surveyor.
2. Provide land surveying services to include:
  - Monument perpetuation in compliance with California Business and Professions Code, Section 8771
  - Geographical Positioning Systems (GPS)
  - Topographical and preliminary design surveys
  - Aerial Photography
  - Construction survey staking and earthwork
  - "As built" surveys/plans of completed improvements
  - Title and records research for right-of-way engineering, property acquisitions, dedications, vacations, and boundary surveys
  - Preparation of legal descriptions for easements, dedications, and leases
  - Preparation of survey records, corner records, parcel maps, tract maps, and lot line adjustments
3. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
4. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies, surveys, photography, plans and titles and other documentation related to the service task being provided.
5. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
6. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
  - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
  - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
    - A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
    - The costs to perform the task ("**Task Budget**");
    - An explanation of how the cost was determined; and
    - A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
  - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.



- D. The task shall be performed at a cost not exceeding the Task Budget.
- E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
- G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.



The following tasks may also be requested by the Public Works Director during the term of this agreement and shall be performed at the rates established in Exhibit C.

- GPS, vertical and horizontal control survey, topographic surveys, design surveys, railroad surveying, laser scanning, aerial mapping, survey research, right of way and boundary surveys and mapping, ALTA surveys, record of surveys, parcel maps, tract maps, legal descriptions and parcel plats, exhibit maps, map checking, construction staking, monitoring, as-built surveys, earthwork volume calculations, and construction management survey support services.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 10, 2024 – June 30, 2027**

<b>Principal-in-Charge, PLS</b>	<b>\$278.00</b>
<b>Survey Manager, PLS</b>	<b>\$221.00</b>
<b>Project Surveyor, PLS</b>	<b>\$192.00</b>
<b>Field Coordinator</b>	<b>\$175.00</b>
<b>Survey Technician</b>	<b>\$147.00</b>
<b>2 Person Survey Party w/Equipment</b>	<b>\$330.00</b>

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9<sup>th</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and KDM Meridian., a California company, with one or more design professionals licensed to practice in the State of California and with its principal place of business at 1340 Reynolds Ave, Suite 110, Irvine, CA 92614 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call Land Surveying** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call Land Surveying** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call Land Surveying Services** ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call Land Surveying** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.



### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Richard C Maher.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Richard C Maher, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

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of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

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Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: KDM Meridian  
1340 Reynolds Ave, Suite 110  
Irvine, CA 92614  
ATTN: Richard C. Maher, President

City: City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90755  
ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

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were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.



3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary **OR** Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

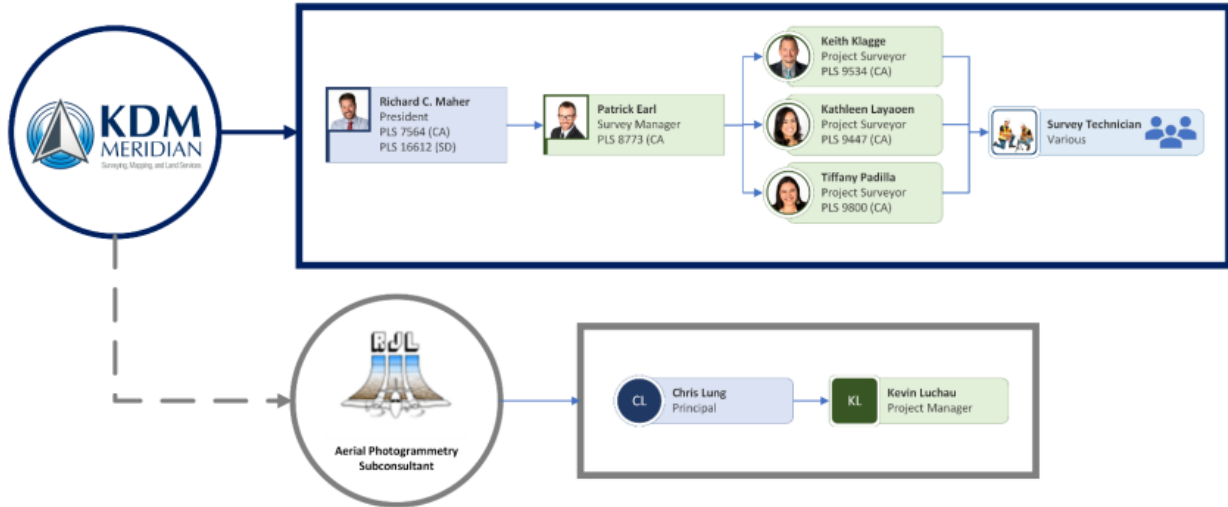
By: \_\_\_\_\_  
Matthew E. Richardson  
Best Best & Krieger LLP  
City Attorney

## EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Land Surveying Services at as needed basis for various duties assigned by the Public Works Director. Land Surveying Services will include the following:

1. Provide field and office land surveying services for the construction of municipal improvements to include, but not limited to, facilities, streets, traffic signals, walls, bridges, trails, storm drains, channels, and utilities. All work is to be performed under the direct supervision and charge of a licensed California land surveyor.
2. Provide land surveying services to include:
  - Monument perpetuation in compliance with California Business and Professions Code, Section 8771
  - Geographical Positioning Systems (GPS)
  - Topographical and preliminary design surveys
  - Aerial Photography
  - Construction survey staking and earthwork
  - "As built" surveys/plans of completed improvements
  - Title and records research for right-of-way engineering, property acquisitions, dedications, vacations, and boundary surveys
  - Preparation of legal descriptions for easements, dedications, and leases
  - Preparation of survey records, corner records, parcel maps, tract maps, and lot line adjustments
3. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
4. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies, surveys, photography, plans and titles and other documentation related to the service task being provided.
5. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
6. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
  - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
  - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
    - A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
    - The costs to perform the task ("**Task Budget**");
    - An explanation of how the cost was determined; and
    - A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
  - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.

- D. The task shall be performed at a cost not exceeding the Task Budget.
- E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
- G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.



The following tasks may also be requested by the Public Works Director during the term of this agreement and shall be performed at the rates established in Exhibit C.

- Monuments: Research, preservation and reestablishment
- Survey for design development
- Construction Surveying
- Grading quantities
- Perpetuation of Benchmarks and Monuments
- Acquisition and Easement Legal Descriptions &Plats
- Map checking

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 10, 2024 – June 30, 2027**

<b>Professional Services</b>	
Schedule Category	Hourly Rate
Principal	\$240.00
Project Manager	\$225.00
Project Surveyor	\$210.00
Survey Technician II	\$170.00
Survey Technician I	\$150.00
Clerical / Administration / Technical Aide	\$95.00
Expert Witness (4 Hour Minimum)	\$500.00
Survey Crew (1-person) Prevailing Wage	\$250.00
Survey Crew (2 persons) Prevailing Wage	\$360.00
Survey Crew (3 persons) Prevailing Wage	\$470.00

A minimum of 4 hours per day will be charged for survey crews. Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements. The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.



(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9<sup>th</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and MHP, Inc., a California corporation, with one or more design professionals licensed to practice in the State of California and with its principal place of business at 3900 Cover Street, Long Beach, CA 90808 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call Structural Engineering** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call Structural Engineering** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call Structural Engineering Design Services** ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call Structural Engineering** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Rick Beall.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Rick Beall, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

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of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

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Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**



3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: MHP, Inc  
3900 Cover Street  
Long Beach, CA 90808  
ATTN: Rick Beall, President

City: City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90755  
ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

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or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary **OR** Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E Richardson  
Best Best & Krieger LLP  
City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Consultant agrees to perform Structural Engineer Services at as needed basis for various duties assigned by the Public Works Director. Structural Engineering Services will include the following:

1. All work is to be performed under the direct supervision and charge of a licensed California structural engineer.
2. Provide structural engineering studies and design for various capital improvement projects, including but not limited to, city facilities, footings, retaining walls, foundations, bridges, seismic retrofits and rehabilitation and miscellaneous design elements.
3. Perform seismic evaluations, structural design and computer modeling, seismic strengthening, non-linear analysis, code development, peer review and performance-based engineering.
4. Structural Design of new buildings and retrofit and/or rehabilitation of existing structures ranging from small residential housing, medium-sized institutional and large-scale construction.
5. Perform structural engineering calculations for all aspects of building design.
6. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
7. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies, surveys, photography, plans and titles and other documentation related to the service task being provided.
8. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
9. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
  - A. Each task to be performed shall be set forth in a written request ("Request") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
  - B. Following receipt of the Request, the Consultant shall prepare a "Task Proposal" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
    - A written description of the requested task ("Task Description") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
    - The costs to perform the task ("Task Budget");
    - An explanation of how the cost was determined; and
    - A schedule for completion of the task ("Task Completion Schedule"), including a final completion date ("Task Completion Date").
  - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
  - D. The task shall be performed at a cost not exceeding the Task Budget.

- E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
- G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.



**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.



**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 10, 2024 – June 30, 2027**

<b>ENGINEERING, INVESTIGATION AND TRAVEL:</b>	
Principal	\$250.00
Senior Project Manager	\$230.00
Project Manager	\$215.00
Senior Project Engineer	\$200.00
Project Engineer	\$180.00
Design Engineer II	\$165.00
Design Engineer I	\$155.00
CD/BIM Manager	\$160.00
Senior CD/BIM Designer	\$145.00
CD/BIM Designer	\$130.00
Engineering Technician	\$115.00
Engineering Secretary	\$115.00

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

#### 3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9<sup>th</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue, Signal Hill, CA 90755("City") and **Architerra Inc. dba Architerra Design Group, a California Corporation**, with its principal place of business at **10221-A Trademark Street, Ranch Cucamonga, CA 91730** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call Landscape Architecture** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call Landscape Architecture** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call Landscape Architecture** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call Landscape Architecture** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call Landscape Architecture** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and

shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Gregg Denson.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Gregg Denson, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

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of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Architerra Design Group  
10221-A Trademark St.,  
Rancho Cucamonga, CA 91730  
ATTN: Gregg Denson

City: City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90755  
ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data.

Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors,

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consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of

this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary **OR** Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E. Richardson  
Best Best & Krieger LLP  
City Attorney

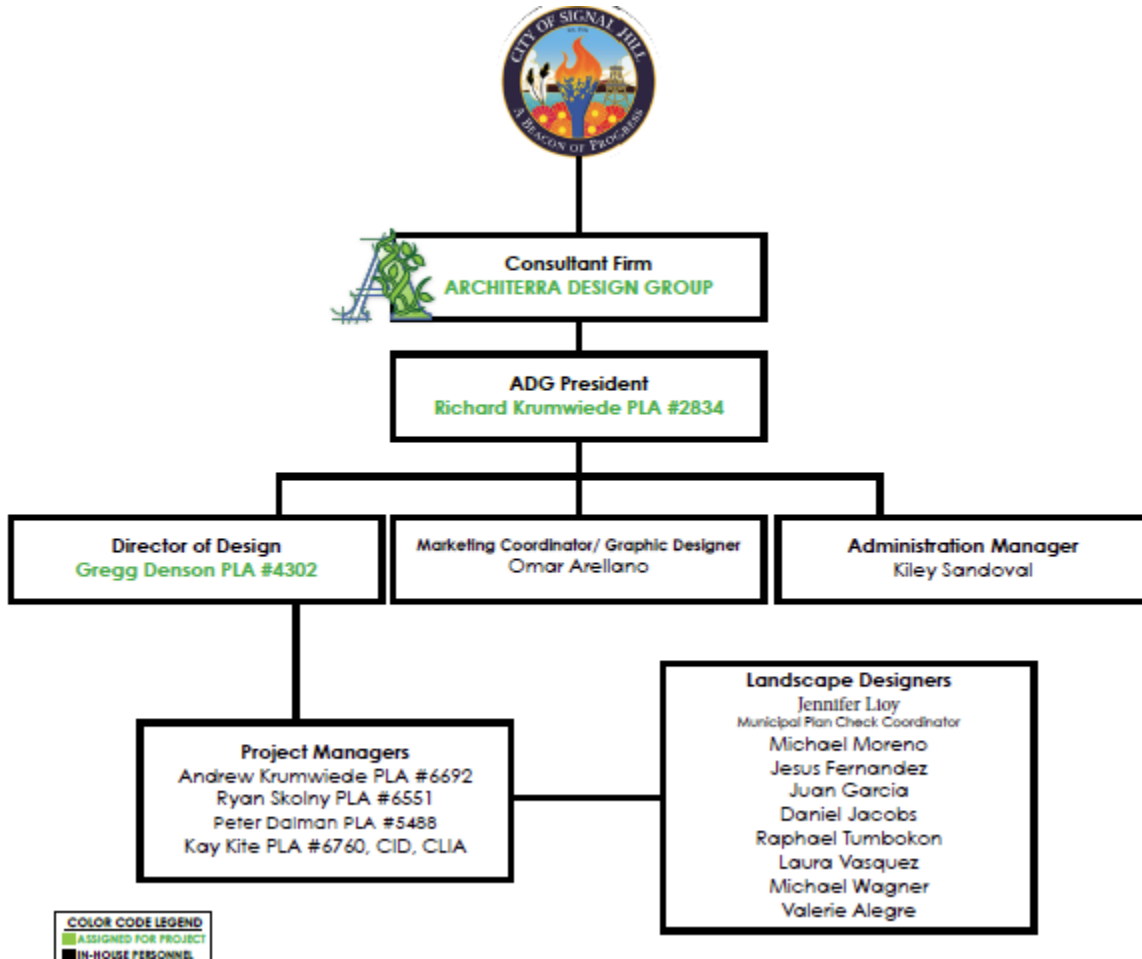


## EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Landscape Architectural Design Services at as needed basis for various duties assigned by the Public Works Director. Landscape Architectural Services will include the following:

1. Provide landscape architectural studies and design services.
2. Consultant services urban forest management services.
3. Field survey and data collection of city landscape, including but not limited to landscape health assessment, infrastructure evaluation, data collection and entry.
4. Participate in community and stakeholder outreach to provide informational presentations on research or updates for various landscape related projects.
5. Provide renderings and schematics for preliminary design.
6. Assist the Public Works Department with capital improvement projects related to the implementation of the City's Street Tree Master Plan.
7. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
8. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies, surveys, photography, plans and titles and other documentation related to the service task being provided.
9. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
10. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
  - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
  - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
    - A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
    - The costs to perform the task ("**Task Budget**");
    - An explanation of how the cost was determined; and
    - A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
  - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
  - D. The task shall be performed at a cost not exceeding the Task Budget.
  - E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

- F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
- G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.



**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 10, 2024 – June 30, 2027**

• Principal:				
	Regular Time	\$200.00/hour	Over Time	\$300.00/hour
• Director:				
	Regular Time	\$175.00/hour	Over Time	\$262.50/hour
• Project Manager:				
	Regular Time	\$135.00/hour	Over Time	\$202.50/hour
• Landscape Designer:				
	Regular Time	\$125.00/hour	Over Time	\$187.50/hour
• CAD Draftsman:				
	Regular Time	\$100.00/hour	Over Time	\$150.00/hour
• Clerical:				
	Regular Time	\$ 60.00/hour	Over Time	\$ 90.00/hour

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.



## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9<sup>th</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and David Volz Design Landscape Architects, Inc., a California corporation, with one or more design professionals licensed to practice in the State of California and with its principal place of business at 151 Kalmus Drive, Suite M8, Costa Mesa, CA 92626 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call Landscape Architecture** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call Landscape Architecture** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call Landscape Architecture** ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call Landscape Architecture** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Eric Sterling

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Eric Sterling, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

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of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	David Volz Design Landscape Architects, Inc. 151 Kalmus Drive, Suite M8 Costa Mesa, CA 92626 ATTN: Eric Sterling, President
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

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were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project



or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary **OR** Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E. Richardson  
Best Best & Krieger LLP  
City Attorney

## EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Landscape Architectural Design Services at as needed basis for various duties assigned by the Public Works Director. Landscape Architectural Services will include the following:

1. Provide landscape architectural studies and design services.
2. Consultant services urban forest management services.
3. Field survey and data collection of city landscape, including but not limited to landscape health assessment, infrastructure evaluation, data collection and entry.
4. Participate in community and stakeholder outreach to provide informational presentations on research or updates for various landscape related projects.
5. Provide renderings and schematics for preliminary design.
6. Assist the Public Works Department with capital improvement projects related to the implementation of the City's Street Tree Master Plan.
7. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
8. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies, surveys, photography, plans and titles and other documentation related to the service task being provided.
9. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
10. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
  - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
  - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
    - A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
    - The costs to perform the task ("**Task Budget**");
    - An explanation of how the cost was determined; and
    - A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
  - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
  - D. The task shall be performed at a cost not exceeding the Task Budget.
  - E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
  - F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.

G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.



The following tasks may also be requested by the Public Works Director during the term of this agreement and shall be performed at the rates established in Exhibit C.

- Streetscape development and redevelopment conceptual plans
- Facility Master Plans and Feasibility Studies
- Irrigation Renovation and redesign at Street Medians and City Parks and Facilities.
- Assist in the development and application of grant applications for landscape related projects.
- Topographic surveys, SWPPP, WQMP, Hydrology Studies, ANDCEQA as requested.
- Public outreach, presentations to Commission/Council

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 10, 2024 – June 30, 2027**

Principals	\$220/hr
Director of Design	\$200/hr
Senior Landscape Architects	\$175/hr
Director of GIS	\$165/hr
Licensed Professional	\$155/hr
Building Designer	\$150/hr
Project Manager	\$140/hr
Project Designer/ CADD Technicians	\$120/hr
Administration	\$110/hr

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement



and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9<sup>th</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and RJM Design Group, Inc., a California corporation, with one or more design professionals licensed to practice in the State of California and with its principal place of business at 31591 Camino Capistrano, San Juan Capistrano, 92675 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call Landscape Architecture** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call Landscape Architecture** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call Landscape Architecture** ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call Landscape Architecture** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Larry P. Ryan

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Larry P. Ryan, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

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of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

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Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	RJM Design Group, Inc. 31591 Camino Capistrano San Juan Capistrano, CA 92675 ATTN: Larry P. Ryan, President
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

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were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary **OR** Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E. Richardson  
Best Best & Krieger LLP  
City Attorney

## EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Landscape Architectural Design Services at as needed basis for various duties assigned by the Public Works Director. Landscape Architectural Services will include the following:

1. Provide landscape architectural studies and design services.
2. Consultant services urban forest management services.
3. Field survey and data collection of city landscape, including but not limited to landscape health assessment, infrastructure evaluation, data collection and entry.
4. Participate in community and stakeholder outreach to provide informational presentations on research or updates for various landscape related projects.
5. Provide renderings and schematics for preliminary design.
6. Assist the Public Works Department with capital improvement projects related to the implementation of the City's Street Tree Master Plan.
7. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
8. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies, surveys, photography, plans and titles and other documentation related to the service task being provided.
9. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
10. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
  - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
  - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
    - A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
    - The costs to perform the task ("**Task Budget**");
    - An explanation of how the cost was determined; and
    - A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
  - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
  - D. The task shall be performed at a cost not exceeding the Task Budget.
  - E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
  - F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.

- G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.

**City of Signal Hill**

**RJM Design Group, Inc.**  
Will Provide:  
Professional Landscape Architectural Services,  
Project Management, Project  
Coordination & Administration

**Principal In Charge:**  
Larry P. Ryan

**Secondary Principal In Charge:**  
Zachary Muetting

**Project Landscape Architect /  
Project Manager:**  
Andrew Steen

**Sub-Consultants:**

**Architecture**  
Bob Simons - SVA Architects

**Civil Engineering**  
Tom Carcelli - CivTec

**Electrical Engineering**  
Bill Zavrnsnick - FBA Engineering

**Irrigation**  
Chris Curry - Glasir Design

The following tasks may also be requested by the Public Works Director during the term of this agreement and shall be performed at the rates established in Exhibit C.



## LANDSCAPE ARCHITECTURE SERVICES

The following Draft Scope of Services outlines the various tasks associated with the preparation of improvement plans for a variety of community projects. We have included an optional service that outlines a public workshop process that we have utilized successfully for numerous community projects. Tasks and methodology below are based upon our experience with similar projects. Our proposed scope of work is general in nature to give you some idea of the design process we envision. This is a "Draft" approach that is subject to review and refinement per City comments and direction. In collaboration with City staff, our Design Team shall review, elaborate upon, and clarify the overall objectives for the development of your project.

### PHASE 1.0 - PRELIMINARY DESIGN

1. Project Familiarization (research, site reconnaissance, opportunities and constraints)
2. Prepare a Draft Scope of Work and anticipated Schedule
3. Meet with City and Design Team to review scope of work and refine as necessary
4. "Taking Part" Community Workshop (Optional Service)—can be provided in a "virtual" format
5. Commence preparation of Preliminary Design (including plans and cost estimate)
6. Meet to review Preliminary Plans/Cost Estimate and revise as necessary per City comments
7. Prepare for and attend community/public presentation as desired by City
8. Refine Preliminary plans based on public comments and City direction
9. Prepare for and attend public review meeting to obtain City approval

### PHASE 2.0 - DESIGN DEVELOPMENT

1. Based upon approved Preliminary Plan, prepare Design Development Plans indicating the proposed site components. Provide plan enlargements and catalog cut sheets to clearly define all site elements.
2. City to review and approve Design Development Plans, plan enlargements, and catalog cut sheets, to evaluate project goals, budget, and long term maintenance considerations.
3. Based on the nature and complexity of the project, we shall assist the City in securing the services of a Construction Management firm with the desired level of expertise in the specific type of project.

### PHASE 3.0 - CONSTRUCTION DOCUMENTS

This phase of a project consists of the preparation of the construction documents to include final drawings, specifications, calculations, and final cost estimates based upon the approved Preliminary Design Plans. Construction drawings will be submitted at 90% complete for review, revised, and finally 100% complete construction drawings will be submitted for city review and approval.

1. Landscape Design/Documentation  
Services during the Construction Documents Phase consist of preparation of drawings and specifications based on approved Design Development Documents, Setting forth in detail the landscape requirements for the project including:
  - a. Site construction/layout plans
  - b. Planting plans
  - c. Irrigation plans
  - d. Details

2. Civil Design/Documentation (if needed)  
Services during the Construction Documents Phase consist of preparation of final civil engineering calculations, drawings and specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the project.
  - a. Prepare precise grading/site plan.
  - b. Prepare on-site area drain plans.
  - c. Prepare quantity and cost estimate for items shown on grading/site plan.
  - d. Review and edit project specifications for site development and site utility construction items.
3. Electrical Design/Documentation (if needed)  
Final drawings and specifications shall be completed at the Contract Documents Phase. All power, lighting and control schemes, complete with diagrams and details shall be finalized.
4. Statement of Probable Construction Cost
5. Submit plans to the City at 90% completeness for review
6. Meet with City to review plan check comments
7. Revise plans per plan check comments
8. Provide approved and digitally signed PDF plans and specifications to the City for public notice and formal bidding.

#### PHASE 4.0 - BIDDING AND NEGOTIATION

Following the City's approval of the Construction Documents and of the most recent Statement of Probable Construction Cost, we shall provide those services necessary to assist the City in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction.

#### PHASE 5.0 - CONSTRUCTION SERVICES

The Construction Contract Administration Phase shall provide those services necessary for the administration of the construction contract.

1. Office construction administration  
Services consist of:
  - a. Review and approval of submittals
  - b. Review and response to RFI's with supplemental drawings, specifications and interpretations in response to requests for information by Contractor.
2. Construction field observation: Services consist of visits to the project site at intervals appropriate to the stage of construction or as otherwise agreed in writing to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents, and preparing related reports and communications. (Number of site visits to be determined based on scope of construction and construction period).

**Public Communications Portal:** Develop a single point of connection for your community to weigh in on issues, share feedback, and discover resources with dynamic mapping, infographics, videos, and surveys. Build a controlled dialogue with your community to keep them informed and solicit information necessary for the success of any project.

**Virtual Town Hall Meetings:** Expand your outreach through a series of pre-recorded and live meetings online. Share updates, project news, timelines, and even build consensus with direct live online polling. Virtual town hall meetings are an easy way to keep your community informed through existing social media platforms supplemented with RJM's live broadcast and polling resources.

**Virtual Facility Tours:** Not every site is accessible to the public. To accurately convey a sense of place and truly inform participants of the potential opportunities whether it be a new project site tour, a grand opening, or construction updates. Incorporating 360 videos and photos can bring a new environment to anyone anywhere.

**Live Online Polling:** Today everyone is busy. Community meetings do not often fit in our schedules. Whether it is youth sports, late work schedules, national sports, elections, or even national stay at home directives, LIVE polling enables everyone to take part from their smart phone or PC and share their ideas. Participants can vote LIVE creating a community consensus in real time.

**Mapping Community Needs:** Not just any simple Q&A internet survey. RJM employs specific ESRI survey tools to create in depth surveys where participants can answer questions in new and innovative ways. The results are geolocated and mapped to identify where specific needs are in the community. Infographics are developed to share results back with the community. Our goal is to provide a comprehensive community outreach process that maintains the vision and expectations of those using the park now and in the future.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 10, 2024 – June 30, 2027**

<b>RJM DESIGN GROUP, INC.</b>	
Principal Landscape Architect	\$240 per hour
Associate Landscape Architect	\$215 per hour
Landscape Architect / Project Manager	\$200 per hour
Job Captain / Landscape Designer	\$185 per hour
CADD Technician / Graphics	\$170 per hour
Administrative Staff	\$125 per hour

**Additional Hourly Consultant Rates.**

<b>SVA ARCHITECTS (ARCHITECTURE)</b>	
Partners	\$225 per hour
Principals	\$210 per hour
Sr. Project Architect / Manager	\$195 per hour
Sr. Project Designer	\$195 per hour
Project Architect / Manager	\$175 per hour
Project Designer	\$175 per hour
Job Captain	\$155 per hour
Intermediate Technical Designer	\$125 per hour
Junior Technical Designer	\$100 per hour
Administrative Staff	\$75 per hour
<b>GLASIR (IRRIGATION)</b>	
On-Site Consulting / Public Agency Coordination	\$145 per hour
Irrigation Designer	\$120 per hour
Plan Check	\$120 per hour
<b>CIVTEC (CIVIL ENGINEER)</b>	
Principal	\$225 per hour
Project Manager	\$175 per hour
Project Engineer	\$150 per hour
Project Surveyor	\$175 per hour
Design Engineer	\$125 per hour
Draftsperson	\$95 per hour
Project Assistant	\$80 per hour
2-Person Survey Crew	\$350 per hour
3-Person Survey Crew	\$525 per hour
<b>FBA ENGINEERING (ELECTRICAL ENGINEERING)</b>	
Principal / Project Director	\$250 per hour
Associate / Project Manager	\$175 per hour
Construction Support	\$150 per hour
Electrical Designer	\$120 per hour
CAD / BIM Designer	\$100 per hour
Technical Typist	\$60 per hour

Charges for sub-consultant services are billed at cost plus of a 15% coordination fee.

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.



(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

#### 3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9<sup>th</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and SWA Group, Inc., a California company, with one or more design professionals licensed to practice in the State of California and with its principal place of business at 811 West 7<sup>th</sup> Street, 8<sup>th</sup> Floor, Los Angeles, CA 90017 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call Landscape Architecture** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call Landscape Architecture** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call Landscape Architecture** ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call Landscape Architecture** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Ying-yu Hung.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Ying-yu Hung, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

(BB&K 2019)

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of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

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Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**



3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: SWA Group  
811 West 7<sup>th</sup> St, 8<sup>th</sup> Floor  
Los Angeles, CA 90017  
ATTN: Ying-yu Hung, Managing Principal

City: City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90755  
ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary **OR** Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

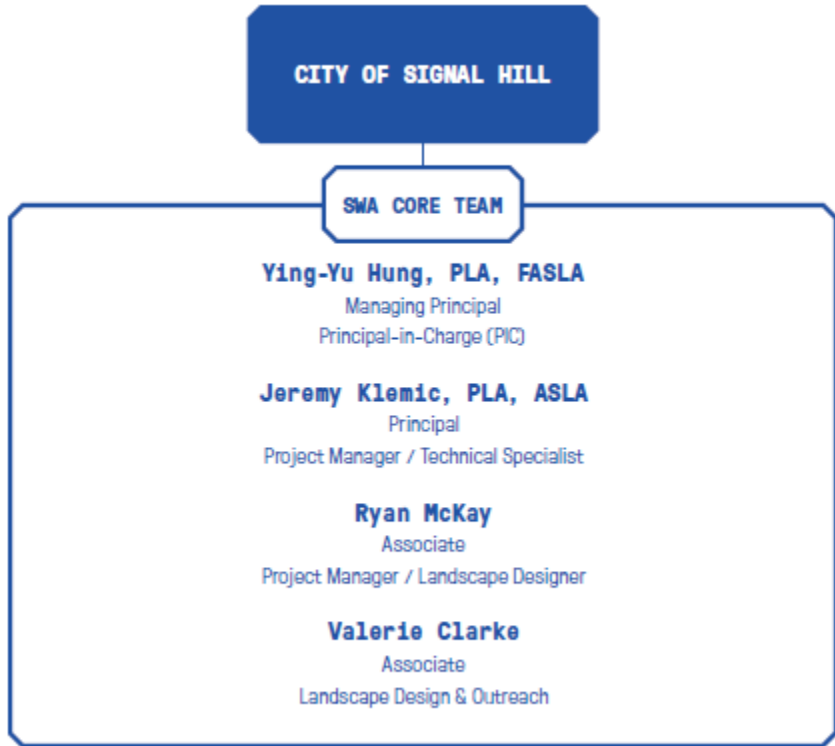
By: \_\_\_\_\_  
Matthew E Richardson  
Best Best & Krieger LLP  
City Attorney

## EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Landscape Architectural Design Services at as needed basis for various duties assigned by the Public Works Director. Landscape Architectural Services will include the following:

1. Provide landscape architectural studies and design services.
2. Consultant services urban forest management services.
3. Field survey and data collection of city landscape, including but not limited to landscape health assessment, infrastructure evaluation, data collection and entry.
4. Participate in community and stakeholder outreach to provide informational presentations on research or updates for various landscape related projects.
5. Provide renderings and schematics for preliminary design.
6. Assist the Public Works Department with capital improvement projects related to the implementation of the City's Street Tree Master Plan.
7. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
8. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies, surveys, photography, plans and titles and other documentation related to the service task being provided.
9. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
10. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
  - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
  - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
    - A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
    - The costs to perform the task ("**Task Budget**");
    - An explanation of how the cost was determined; and
    - A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
  - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
  - D. The task shall be performed at a cost not exceeding the Task Budget.
  - E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
  - F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.

- G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.



The following tasks may also be requested by the Public Works Director during the term of this agreement and shall be performed at the rates established in Exhibit C.

## **SWA Commitment to Signal Hill**

Our proposed principal leadership, composed of SWA Group Managing Principal Ying-Yu Hung and Principal / Technical Specialist Jeremy Klamic, with critical support provided by our associates, are prepared to provide the expertise and leadership that will fulfill the expectations of the City of Signal Hill and project stakeholders as set forth in the RFP. Interfacing directly with City representatives, officials, and stakeholder groups, the SWA team will coordinate any necessary logistical challenges related to the project approach and methodology for delivering a quality project on time and on budget.

## **SWA Core Service Offerings**

The firm is structured to facilitate the role of landscape design, urban planning and urban design in developing memorable places that have clarity in function, identity and meaning. At the core of our practice is a passion for imaginative, solution-oriented design that balance the needs of natural and built environments with social, cultural, and economic objectives to create value for our clients and the communities our work supports.

In addition to bringing strong aesthetic, functional, and social design ideas to each project undertaken by the firm, we are committed to integrating principles of environmental sustainability in all of our designs.

## **Landscape Architecture**

SWA provides complete landscape architectural services, including site planning, concept design, schematic design, design development, construction documentation and construction observation. We often provide our clients with continuing landscape design consultation after construction completion and can provide landscape management plans for their use.

## **Urban Planning**

SWA has extensive experience producing comprehensive land use and master plans for large land areas. Because our work is land-based, we are able to create plans that sensitively make the best use of terrain, landform, natural systems, landscape, and urban spaces, and integrate those elements

with the required infrastructure, buildings, and other improvements. We apply these same skills to projects involving the use and restoration of natural systems.

## **Urban Design**

We offer master planning, preparation of design guidelines, and full design services for urban projects. These urban design and planning services can be applied to entire districts, as well as street and infrastructure systems, public parks and plaza spaces, waterfronts, and the smallest of urban areas. We are skilled at addressing both the redevelopment of an urban area, including infill development and land use changes, as well as the design of new and re-imagined urban environments.

## **Sub-consultant Management**

SWA typically seeks sub-consultant services for the following specialties, and also recognize that the City of Signal Hill encourages at least 5% DBE participation. We have experience working with specializations including: architecture, civil engineering, structural engineering, irrigation engineering, lighting, environmental engineering, soil and geologic testing, survey, water fountain and feature designers, horticulturists, historic renovation and restoration specialties.

## **Revitalization and Reuse**

As skilled urban designers and planners we have experience working with entire downtown districts, as well as street systems, city blocks, public parks and plaza spaces, waterfronts, and recreational facilities.

Revitalization of under-utilized open space is essential to sustaining social, cultural, and civic activities in our cities and regions. This experience has built a proven reputation for bringing challenging assignments to fruition with the ability to integrate multiple concerns – environmental, economic, community – with a strong vision for the ultimate form and function of the project.

## **Community Engagement**

As a team of designers, engineers, and educators, we understand the depth and complexity of executing a



successful community engagement strategy. We anticipate that the City of Signal Hill's stakeholder group will consist of dozens of private individuals, local business owners, parents of school children and/or students from nearby schools, and other major stakeholders who serve a pivotal function for the successful outcome of any effort.

We will emphasize our efforts on providing clear, ongoing, and accessible information to the community as well as capturing, documenting, and processing feedback from the various outreach and communication methods we may choose to utilize, including: public outreach boards, web or paper surveys, and interactive outreach activities.

The key to a successful stakeholder and community engagement event is transparency, communication, and follow-up. We intend to make the three community engagement sessions a clearly laid out, easily accessible, and well documented affair.

## **Implementation**

Our team's strong philosophical commitment to planning, designing, and implementing quality projects offers several advantages. As experienced planners, architects, engineers and landscape architects, we offer the ability to understand the breadth of the entire project and the elements essential to successful realization of the overall design concept.

SWA's field department insures that projects are built to consistently high standards. Besides forming the backbone of the construction observation team, members of the field department are brought on to the team early, and for this project will be a key player throughout development of the Master Plan. Being part of the evolution of a design concept, they can review design development and construction drawings for constructability and design flaws and make more effective and knowledgeable decisions in the field while retaining the integrity of the original design intent.

## **Quality Control**

First, we consider decision making a continuous, interactive process with the Client and the entire Project Team. We update the Client at frequent progress meetings where we assist in setting agendas, frame required decisions, and maintain meeting notes on decisions and directions relevant to our work. Communication is key, and we maintain a continuous and consistent communication structure through

the Project Manager. Development of consensus is achieved through periodic meetings, clear definition of alternatives and the cost involved, and strict adherence to the project schedule.

The second factor is the use of timely, accurate project information and the use of available technology for information exchange with the Client and the entire Project Team. Schedules and project budgets are continuously monitored and updated throughout the project.

The third factor is the involvement throughout the project of experienced Principals and Staff. The Project Manager is responsible for regular in-house review of all information and deliverables. In addition to review by the Project Manager, the Senior Principal periodically reviews all design and planning projects. SWA maintains in-house, field construction personnel who review all landscape cost estimates and budgets.

Our experience in controlling project labor and construction costs comes from our long history of working with cost conscious clients and construction managers.

## **Cost and Schedule Control**

SWA maintains an internal system of checks and balances to insure the quality of finished products and to ensure that client expectations are met at every phase of a project – from concept to punch list. Every project is assigned a Principal-in-Charge whose primary responsibility is to provide overall leadership and experience.

SWA takes quality seriously and to that end, assures the commitment of the Principal-in-Charge throughout the entire duration of the contract. To that extent, clients tell us that when they hire SWA, they are not just getting one principal, but 30 of them. This speaks directly to how SWA shares resources and knowledge to the benefit of the overall quality, thoroughness, and control of the process and documentation.

## **Project Management**

SWA shall work with the City's Project Manager to perform project management activities and provide the full range of landscape architectural services including, but not limited to: coordinating and scheduling meetings to assess stakeholder/user needs; performing preliminary studies; determining required applications, reviews, permits, and bodies of approval necessary on a project per the City's municipal code, developing and reviewing design options; managing the project schedule; defining detailed project scope of work; performing site visits; preparing project documents such as project specifications, plans, bid schedule, and cost estimates; providing 2D and 3D renderings; coordinating between all sub-consultants; and performing quality assurance checks and quality control of all project documents for accuracy, adherence to applicable codes, and completeness.

## **Project Kick-off**

Our aim at the time of project kick-off is to understand past information such as As-Builts and current maintenance regimes.

Clear lines of communication are established early as part of our detailed work plans to facilitate the efficient and effective flow/exchange of information. As part of the project initiation and kick-off, SWA's Project Manager will monitor information transfer, making certain that all critical decisions are actionable with documented issues, responsibilities, and due dates are clearly communicated.

- Kick-Off Meeting
- Schedule and Milestone Verification
- Information Transfer

## **Issue/Risk Management**

The SWA Team manages a proven Issue/Risk Management process that fosters consistent and on-going communication between our team members throughout all phases of a project. Our Issue/Risk Management process also ensures the City's program has been fully realized in our planning documents.

A key component to SWA's Issue/Risk Management program is the use of in-house peer review teams. Formal reviews are required for all projects of significant stature and are conducted at least 2 times during the life of the project.

## **Dedicated Roles**

SWA takes quality seriously and to that end, assures the commitment of the Principal-in-Charge throughout the entire duration of the contract. To that extent, clients tell us that when they hire SWA, they are not just getting one principal, but 30 of them. This speaks directly to how SWA shares resources and knowledge to the benefit of the overall quality, thoroughness, and control of the process and documentation.

## **Regular Team Meetings**

We have found that the most effective tool for maintaining quality is ensuring regular communication and check-in points with the project team. Regularly scheduled project meetings provide an opportunity for the Client to review progress, provide necessary guidance for the advancement of each phase, and ensure project deliverables and key

milestones are on track. These meetings will occur with the core project team and Client's management team, and will often include other key department members with expertise on a specific scope area of discussion.

- Meeting Minutes
- Progress Meetings

### **Written Progress Reports**

Written Progress Reports & Checklist - SWA will provide a checklist of deliverables and content at the conclusion of each phase of the project. These checklists ensure that all prerequisite decisions and issues have been addressed prior to initiating the next phase of the project, thus minimizing the need for rework due to untimely decisions.

Throughout the Design Phases of the project, the city's requirements as well as all relevant Standards, Codes and Ordinances are routinely referenced and verified. SWA reviews sub-consultants' materials to verify that their documents indicate consistent and coordinated information meeting the program requirements. In addition, we require each sub-consultant Project Manager to perform checklist reviews of their work while coordinating with the other disciplines. The City's comments are incorporated, and all documentation is confirmed at the conclusion of each step - planning or design - prior to proceeding to the subsequent step.

The reviewers have the authority to require the design team to revise work that does not meet the quality objectives of SWA and the City of Signal Hill.

- Progress Reports
- Project Checklists

### **Community Engagement and Public Meetings**

We believe that good communication is the key to a successful project. SWA will undertake our planning process to promote maximum community and stakeholder participation in which key stakeholders can discuss ideas and information, and develop a process for building an ongoing coalition of agencies, communities and major stakeholders for developing a vision for the project.

Community engagements and public meetings are critical for community wide endorsement and to gain the commitment necessary for implementation of the plan.

### **Quality Assurance / Quality Control Approach**

We consider decision making a continuous, interactive process with the Client and the entire Project Team. We update the Client at frequent progress meetings where we assist in setting agendas, frame required decisions, and maintain meeting notes on decisions and directions relevant to our work. Communication is key, and we maintain a continuous and consistent communication structure through the Project Manager. Development of consensus is achieved through periodic meetings, clear definition of alternatives and the cost involved, and strict adherence to the project schedule. The second factor is the use of timely, accurate project information and the use of available technology for information exchange with the Client and the entire Project Team. Schedules and project budgets are continuously monitored and updated throughout the project.

The third factor is the involvement throughout the project of experienced Principals and Staff. The Project Manager is responsible for regular in-house review of all information and deliverables. In addition to review by the Project Manager, the Senior Principal periodically reviews all design and planning projects. SWA maintains in-house, field construction personnel who review all landscape cost estimates and budgets. Our experience in controlling project labor and construction costs comes from our long history of working with cost conscious clients and construction managers.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 10, 2024 – June 30, 2027**

**2024 SWA Rates**

Ying-yu Hung	Managing Principal	\$341
Jeremy Klemic	Principal, Technical Specialist	\$220
Valerie Clarke	Associate, Project Manager	\$157
Ryan McKay	Associate, Project Manager	\$140

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled



and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9<sup>th</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and MCM management Company, a California company, with one or more design professionals licensed to practice in the State of California and MCM Management Company, a California Company, ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call General Water Engineering** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call General Water Engineering** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call General Water Engineering** ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call General Water Engineering** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Desi Alvarez.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Desi Alvarez, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

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of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

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Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: MCM Management Company  
PO Box 3003  
Manhattan Beach, CA 90266  
ATTN: Desi Alvarez, Principal

City: City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90755  
ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

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were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary **OR** Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E. Richardson  
Best Best & Krieger LLP  
City Attorney

## EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Water Engineering Design Services at as needed basis for various duties assigned by the Public Works Director. Water Engineering Design Services will include the following:

1. Prepare plans and specifications, design calculations, management and construction for City Water related projects.
2. Prepare conceptual plans, studies and provide support services to the Public Works Department for projects related to the maintenance, rehabilitation or improvement of the City's water system infrastructure.
3. Hydraulic studies, analysis, design, modeling and reports.
4. Support and analysis to the SCADA System and City's Water System Infrastructure.
5. Prepare project cost estimates and perform field reviews as needed. Consultant shall be able to perform peer review services for general compliance.
6. Assist in the implementation of CIP Projects and recommendations stated in the City's latest Water Master Plan and Rate Study.
7. Perform QA/QC to ensure the City complies with all entitlements and regulatory permits at local, regional, State, and Federal levels, including those from necessary agencies such as the State Boards Division of Drinking Water, Regional Water Quality Control Board.
8. Construction Engineering Support: Review and respond to contractors Requests for Information as well as review and approve submittals. If required, attend a preconstruction meeting. Review, prepare and approve shop drawings.
9. Provide oversight of all grant requirements and general reporting requirements to ensure that all projects proceed in a deliberate manner.
10. Environmental Compliance: Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks:
  - Initial Study
  - Mitigated Negative Declaration
  - Negative Declaration
  - CEQA/NEPA compliance
  - Environmental Impact Statement/Environmental Impact Report
  - Biological assessment
  - Regulatory agency permitting
11. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
12. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
13. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
14. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
  - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
  - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):

- A written description of the requested task (“**Task Description**”) including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
  - The costs to perform the task (“**Task Budget**”);
  - An explanation of how the cost was determined; and
  - A schedule for completion of the task (“**Task Completion Schedule**”), including a final completion date (“**Task Completion Date**”).
- C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
- D. The task shall be performed at a cost not exceeding the Task Budget.
- E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
- G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.

Name: *Desi Alvarez*

Title: *Principal*

Telephone Number: *310-739-1625*

Fax: *NA*

Email: [mcm\\_management@verizon.net](mailto:mcm_management@verizon.net)

## **EXHIBIT "B"** **SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 10, 2024 – June 30, 2027**

Principal	\$210.00/hr
Staff Professional	\$175.00/hr
Junior Professional	\$125.00/hr
Graphic Design/Draftsperson	\$100.00/hr
Clerical	\$ 75.00/hr

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.



**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9<sup>th</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and SA Associates, a small business corporation, with one or more design professionals licensed to practice in the State of California and with its principal place of business at 1130 W Huntington Drive, Unit 12, Arcadia, CA 91007 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call General Water Engineering** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call General Water Engineering** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call General Water Engineering** ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call General Water Engineering** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Shahnawaz Ahmad.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Shahnawaz Ahmad, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

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of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.



### 3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

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Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: SA Associates  
1130 W Huntington Drive, Unit 12  
Arcadia, CA 91007  
ATTN: Shah Nawaz Ahmad, President

City: City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90755  
ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

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were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

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or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary **OR** Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E. Richardson  
Best Best & Krieger LLP  
City Attorney

## EXHIBIT "A" SCOPE OF SERVICES

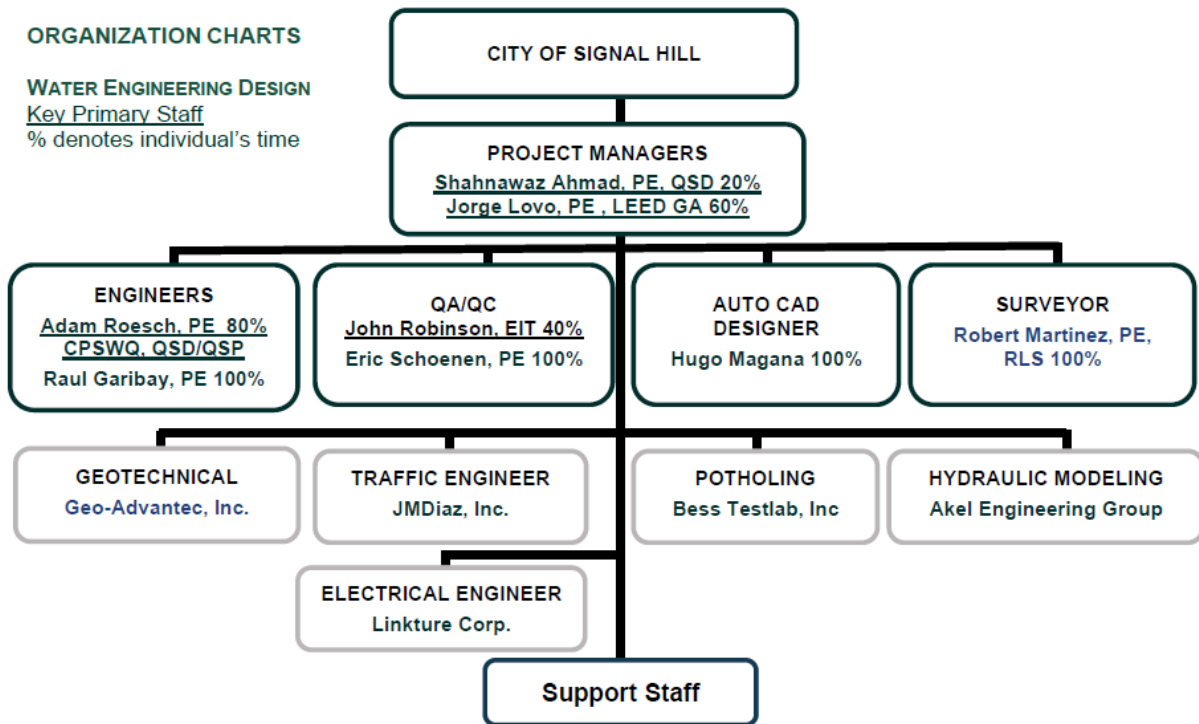
Consultant agrees to perform Water Engineering Design Services at as needed basis for various duties assigned by the Public Works Director. Water Engineering Design Services will include the following:

1. Prepare plans and specifications, design calculations, management and construction for City Water related projects.
2. Prepare conceptual plans, studies and provide support services to the Public Works Department for projects related to the maintenance, rehabilitation or improvement of the City's water system infrastructure.
3. Hydraulic studies, analysis, design, modeling and reports.
4. Support and analysis to the SCADA System and City's Water System Infrastructure.
5. Prepare project cost estimates and perform field reviews as needed. Consultant shall be able to perform peer review services for general compliance.
6. Assist in the implementation of CIP Projects and recommendations stated in the City's latest Water Master Plan and Rate Study.
7. Perform QA/QC to ensure the City complies with all entitlements and regulatory permits at local, regional, State, and Federal levels, including those from necessary agencies such as the State Boards Division of Drinking Water, Regional Water Quality Control Board.
8. Construction Engineering Support: Review and respond to contractors Requests for Information as well as review and approve submittals. If required, attend a preconstruction meeting. Review, prepare and approve shop drawings.
9. Provide oversight of all grant requirements and general reporting requirements to ensure that all projects proceed in a deliberate manner.
10. Environmental Compliance: Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks:
  - Initial Study
  - Mitigated Negative Declaration
  - Negative Declaration
  - CEQA/NEPA compliance
  - Environmental Impact Statement/Environmental Impact Report
  - Biological assessment
  - Regulatory agency permitting
11. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
12. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
13. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
14. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
  - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
  - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):



- A written description of the requested task (“**Task Description**”) including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
  - The costs to perform the task (“**Task Budget**”);
  - An explanation of how the cost was determined; and
  - A schedule for completion of the task (“**Task Completion Schedule**”), including a final completion date (“**Task Completion Date**”).
- C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
- D. The task shall be performed at a cost not exceeding the Task Budget.
- E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
- G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.

**ORGANIZATION CHARTS**  
**WATER ENGINEERING DESIGN**  
Key Primary Staff  
 % denotes individual's time



**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 10, 2024 – June 30, 2027**

Position	Hourly Rates
Project Coordinator	\$240.00
Project Manager/Construction Manager	\$230.00
Engineer	\$190.00
CADD Designer	\$110.00
Quality Assurance/Quality Control	\$220.00
Secretary	\$108.00
Surveyor (Two-Person Crew)	\$275.00

**ADDITIONAL CONSULTANTS HOURLY RATES:**

Linkture Corp. – Electrical Engineer	Hourly Rates
Project Manager	\$240.00
Sr. Engineer	\$210.00

Geo-Advantec, Inc. – Geotechnical	Hourly Rates
Principal Geotechnical Engineer	\$240.00
Sr. Geotechnical Engineer/Sr. Geologist	\$175.00

Akel Engineering – Hydraulic Modeling	Hourly Rates
Principal Engineer	\$225.00
Senior Engineer	\$210.00

JMD – Traffic Control Engineer	Hourly Rates
Senior Project Engineer – Traffic	\$220.00
Senior Project Engineer – Civil	\$218.00

BESS Testlab, Inc. – Potholing	Hourly Rates
Project Manager	\$200.00
Project Coordinator	\$150.00
Utility Foreman	\$195.00

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9<sup>th</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and Cumming Management Group, Inc, a California corporation, with one or more design professionals licensed to practice in the State of California and with its principal place of business at 350 S. Grand Ave, Suite 1900, Los Angeles, CA 90071 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call Program and Project Management** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **Program and Project Management** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call Program and Project Management Services** ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional On-Call Program and Project Management consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.



### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Anthony Sanchez.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Anthony Sanchez, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

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of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

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Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	Cumming Management Group, Inc 350 S. Grand Ave, Suite 1900 Los Angeles, CA 90071 ATTN: Anthony Sanchez, Executive Vice President
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

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were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

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or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.



3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary **OR** Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E. Richardson  
Best Best & Krieger LLP  
City Attorney

## EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Program and Project Management Services at as needed basis for various duties assigned by the Public Works Director. Program and Project Management Services will include the following:

1. Assist City Staff in scoping, developing, and scheduling capital projects.
2. Provide support services in community outreach, project shaping, manage plan development, preconstruction phase, bid phase, budget control, construction phase and project closeout phase.
3. Prepare RFQ's, RFP's and NIB's
4. Assist City Staff in selecting design consultants using the City's quality based selection process
5. Manage chosen design consultants including but not limited to: providing coordination with Public Works staff, other City departments, agencies, utilities, and community as required; monitoring budget and schedule; community outreach as required; and serving as the City's owner representative in all aspects of the design process.
6. Grant administration including: coordination with the awarding agency; censuring compliance with grant requirements; preparing final reports; and participating in audits, if required.
7. Perform constructability reviews.
8. Coordination for preparation of final plans specifications, cost estimate and bid package.
9. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
10. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
11. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
12. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
  - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
  - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
    - A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
    - The costs to perform the task ("**Task Budget**");
    - An explanation of how the cost was determined; and
    - A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
  - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.

- D. The task shall be performed at a cost not exceeding the Task Budget.
- E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
- G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.



**ANTHONY SANCHEZ,**  
RME, ASSOC. DBIA  
Principal-in-Charge

**Key Team Members**

**BASSAM RASLAN,**  
CCM, LEED AP BD+C  
Senior Project Manager

**ISSA DABABNEH,** CCM, PMP  
Project Manager

**PAIGE LAWRENCE,** CCM, EIT  
Assistant Project Manager

**As-Needed Team Members**

**MICHAEL ECHELMEIER,**  
ASSOC. AIA, DBIA, LEED AP  
Constructability Review Manager

**KUNAL SHAH,** EIT, LEED AP  
Scheduler

**EILEEN TA**  
Community Outreach Manager

**OLIVER BALANE,** AEP, CAPM  
Cost Estimator

**JUAN PLATERO**  
Grant Administrator

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 1, 2024 – June 30, 2027**

Classification	Team Member	Hourly Rate
Principal-in-Charge	<b>Anthony Sanchez</b> , RME, Assoc. DBIA	\$190
Senior Project Manager	<b>Bassam Raslan</b> , CCM, LEED AP BD+C	\$185
Project Manager	<b>Issa Dababneh</b> , CCM, PMP	\$180
Assistant Project Manager	<b>Paige Lawrence</b> , CCM, EIT	\$160
Scheduler	<b>Kunal Shah</b> , EIT, LEED AP BD+C	\$165
Cost Estimator	<b>Oliver Balane</b> , AEP, CAPM	\$175
Community Outreach Manager	<b>Eileen Ta</b>	\$140
Grant Administrator	<b>Juan Platero</b>	\$145
Constructability Review Manager	<b>Michael Echelmeier</b> , Assoc. AIA, DBIA, LEED AP	\$165

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.



(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9<sup>th</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and Project Partners, a California corporation, with one or more design professionals licensed to practice in the State of California and with its principal place of business at 23195 La Cadena Dr. Suite 101, Laguna Hills, CA 92653 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call Program and Project Management** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **Program and Project Management** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call Program and Project Management Services** ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional On-Call Program and Project Management Services consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Kimo Look.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Kimo Look, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

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of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.12.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

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Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**



3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	Project Partner. 23195 Ka Cadena Dr., Suite 101 Laguna Hills, CA 92653 ATTN: Kimo Look, Principal
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

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were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

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or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary **OR** Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

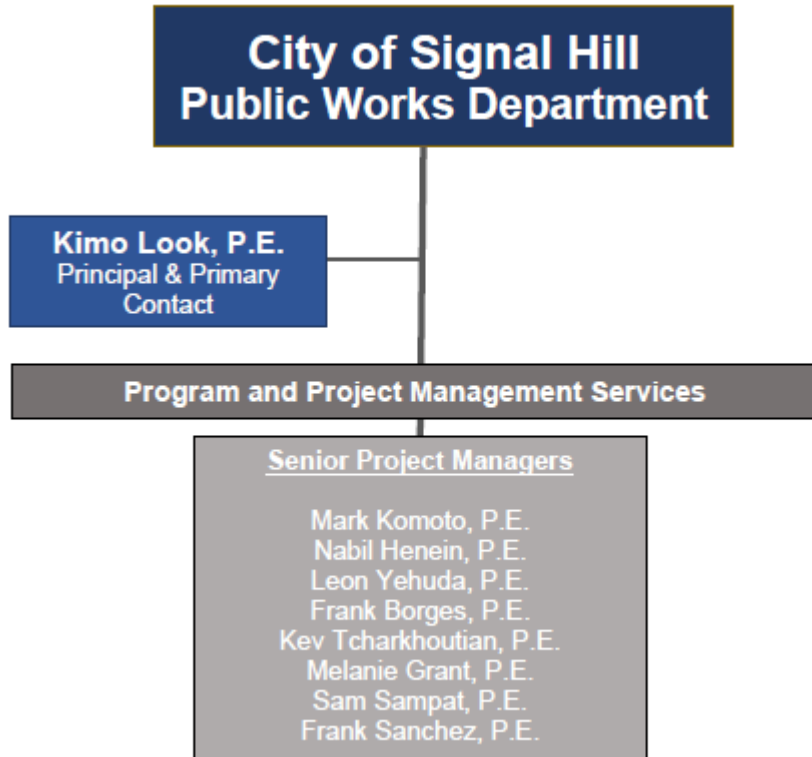
By: \_\_\_\_\_  
Matthew E. Richardson  
Best Best & Krieger LLP  
City Attorney

## EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Program and Project Management Services at as needed basis for various duties assigned by the Public Works Director. Program and Project Management Services will include the following:

1. Assist City Staff in scoping, developing, and scheduling capital projects.
2. Provide support services in community outreach, project shaping, manage plan development, preconstruction phase, bid phase, budget control, construction phase and project closeout phase.
3. Prepare RFQ's, RFP's and NIB's
4. Assist City Staff in selecting design consultants using the City's quality based selection process
5. Manage chosen design consultants including but not limited to: providing coordination with Public Works staff, other City departments, agencies, utilities, and community as required; monitoring budget and schedule; community outreach as required; and serving as the City's owner representative in all aspects of the design process.
6. Grant administration including: coordination with the awarding agency; censuring compliance with grant requirements; preparing final reports; and participating in audits, if required.
7. Perform constructability reviews.
8. Coordination for preparation of final plans specifications, cost estimate and bid package.
9. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
10. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
11. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
12. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
  - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
  - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
    - A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
    - The costs to perform the task ("**Task Budget**");
    - An explanation of how the cost was determined; and
    - A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
  - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.

- D. The task shall be performed at a cost not exceeding the Task Budget.
- E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
- G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.



**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.



**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 1, 2024 – June 30, 2027**

CLASSIFICATION	HOURLY BILLING RATE Regular / Overtime
Senior Project Manager .....	\$160 / \$206
Mark Komoto, P.E.	
Nabil Henein, P.E.	
Leon Yehuda, P.E.	
Frank Borges, P.E.	
Kev Tcharkhoutian, P.E.	
Melanie Grant, P.E.	
Sam Sampat, P.E.	
Frank Sanchez, P.E.	

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9<sup>th</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and Psomas, a California employee-owned company, with one or more design professionals licensed to practice in the State of California and with its principal place of business at 5 Hutton Centre Drive, Suite 300, Santa Ana, CA 92707, ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call Program and Project Management** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **Program and Project Management** consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services services for the **On-Call Program and Project Management Services** ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional On-Call Program and Project Management Services consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services.

3.1.2 Term. The term of this Agreement shall be from July 10<sup>th</sup>, 2024 to June 30<sup>th</sup>, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Ruben Tolentino.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Ruben Tolentino, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

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of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.12.5 Liability for Non-compliance.

(A) **Indemnity:** Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) **Defense:** City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 **Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

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Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	Psomas 5 Hutton Centre Drive, Suite 300 Santa Ana, CA 92707 ATTN: Reuben Tolentino, Vice President
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which

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were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project

or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND**  
Secretary **OR** Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E Richardson  
Best Best & Krieger LLP  
City Attorney



## EXHIBIT "A" SCOPE OF SERVICES

Consultant agrees to perform Program and Project Management Services at as needed basis for various duties assigned by the Public Works Director. Program and Project Management Services will include the following:

1. Assist City Staff in scoping, developing, and scheduling capital projects.
2. Provide support services in community outreach, project shaping, manage plan development, preconstruction phase, bid phase, budget control, construction phase and project closeout phase.
3. Prepare RFQ's, RFP's and NIB's
4. Assist City Staff in selecting design consultants using the City's quality based selection process
5. Manage chosen design consultants including but not limited to: providing coordination with Public Works staff, other City departments, agencies, utilities, and community as required; monitoring budget and schedule; community outreach as required; and serving as the City's owner representative in all aspects of the design process.
6. Grant administration including: coordination with the awarding agency; censuring compliance with grant requirements; preparing final reports; and participating in audits, if required.
7. Perform constructability reviews.
8. Coordination for preparation of final plans specifications, cost estimate and bid package.
9. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
10. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
11. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
12. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
  - A. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
  - B. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
    - A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
    - The costs to perform the task ("**Task Budget**");
    - An explanation of how the cost was determined; and
    - A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
  - C. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.

- D. The task shall be performed at a cost not exceeding the Task Budget.
- E. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- F. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
- G. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.



**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 1, 2024 – June 30, 2027**

	Straight Time	Overtime
Supervising Project Manager.....	\$310	\$310
Senior Project Manager.....	\$290	\$290
Project Manager.....	\$265	\$265
Senior Resident Engineer.....	\$260	\$260
Resident Engineer III.....	\$235	\$235
Resident Engineer II.....	\$210	\$210
Resident Engineer I.....	\$190	\$190
Senior Structures Representative.....	\$260	\$260
Structures Representative III.....	\$235	\$235
Structures Representative II.....	\$210	\$210
Structures Representative I.....	\$190	\$190
Senior Construction Manager.....	\$225	\$225
Construction Manager II.....	\$205	\$205
Construction Manager I.....	\$185	\$185
Scheduler.....	\$175	\$262
Senior Inspector.....	\$230	\$345
Inspector III.....	\$220	\$330
Inspector II.....	\$210	\$315
Inspector I.....	\$200	\$300
Senior Office Engineer.....	\$195	\$292
Office Engineer.....	\$165	\$247
Labor Compliance.....	\$135	\$202
Administrative Support.....	\$115	\$172

**ADDITIONAL CONSULTANTS.**

CAPO Consulting Group, LLC

Classification	2024 Hourly Bill Rates (ST)	2024 Hourly Bill Rates (OT)
Senior Delay Claims Consultant (Cost/Schedule)	\$220.00	\$220.00
Senior Construction Scheduler	\$190.00	\$190.00
Construction Scheduler	\$170.00	\$170.00
Associate Construction Scheduler	\$145.00	\$145.00
Senior Cost Estimator	\$190.00	\$190.00
Cost Estimator	\$170.00	\$170.00
Estimator - Take off Specialist	\$142.00	\$142.00

Casamar Group Standard Rates	
Position / Job Title	2024 Rates
Sr. Labor/PLA Compliance Officer	\$72.69
SWPPP QSP Engineer/Construction Manager	\$69.35
10% Mark up on Reimbursables (ODC's)	
Mileage at \$0.625 (or current Caltrans rate)	
112% OH Rate	

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled



and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9<sup>th</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and FCG Consultants, a California corporation, with one or more design professionals licensed to practice in the State of California and with its principal place of business at 22885 Savi Ranch Parkway, Suite G, Yorba Linda, CA ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **On-Call Construction Management and Construction Inspection** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional engineering design consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call Construction Management and Construction Inspection** ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call Construction Management and Construction Inspection Services** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I.]"

3.1.2 Term. The term of this Agreement shall be from **July 10, 2024 to June 30, 2027**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Maha Alfakhouri.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Maha Alfakhouri, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

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of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.12.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which

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is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

FCG Consultants, Inc.  
22885 Savi Ranch Parkway, Suite G  
Yorba Linda, CA 92887  
ATTN: Maha Alfakhouri, President

City:

City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90755  
ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

#### **3.6.2 Ownership of Materials and Confidentiality.**

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be

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prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and

agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease

of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of

which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**[INSERT NAME]**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
Maha Alfakhouri, President

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E. Richardson  
Best Best & Krieger LLP  
City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Consultant agrees to perform Construction Management Services at as needed basis for various duties assigned by the Public Works Director. Construction Management Services will include the following:

1. Consultant shall provide professional engineer/construction managers with significant experience in administering similar projects in magnitude and scope.
2. Assist in all CIP Project phases including project scheduling, project controls, project management and claims resolution.
3. Attend pre-construction meeting and provide assistance in responding to all questions in a timely manner.
4. Provide videotape and photographic documentation of project site prior to and during construction.
5. Assist the City's Representative in conducting and coordinating field meetings with contractors and act as the City's liaison for coordination and communication with other agencies, engineers, and architects as needed.
6. Assist and participate on regular basis in the project progress meetings, take minutes and respond to all questions.
7. Coordinate with design engineers and project managers on design issues encountered during construction.
8. Coordinate and facilitate coordination with utility companies and contractor.
9. Provide public outreach services as required.
10. Review the project contract documents and perform a constructability review.
11. Review contractor's submittals in accordance with the requirements of project specification and the City's requirements prior to final approval.
12. Review and respond to all project RFIs in a timely manner.
13. Review and facilitate submittals and shop drawings.
14. Provide and maintain logs for RFIs, change orders, submittals, Request for Quotations, Correction Notices, Stop Work Notices, and related construction documents.
15. Review, negotiate, process, and monitor contract change orders with the City's approval.
16. Review extra work invoices.
17. Provide construction inspection and quality control services.
18. Provide Construction Material Testing and compaction testing.
19. Review material testing for compliance with the contract documents.
20. Identify and issue notice to contractor of safety concerns and violations.
21. Participate and assist in conducting final inspection, testing, and release of facilities.
22. Review and approve record drawings at project completion.
23. Assist in preparation of daily pay estimates in accordance with the inspection daily report.
24. Assist in preparation of contractor's monthly pay estimates.
25. Report all unresolved issues and potential claims to the City's Representative in writing on daily basis.
26. Provide weekly status update reports
27. Review and approve punch lists.
28. Prepare all documentation needed for project closeout
29. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
30. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.

31. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
32. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
33. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
34. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
35. A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
36. The costs to perform the task ("**Task Budget**");
37. An explanation of how the cost was determined; and
38. A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
39. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
40. The task shall be performed at a cost not exceeding the Task Budget.
41. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
42. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
43. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.



City of Signal Hill  
Engineering Services

Project Manager  
A.B. Fakhouri, PE  
FCG

**Project Team**

<b>Project Manager</b>	<b>Resident Engineer</b>	<b>Structures Rep.</b>	<b>Construction Manager</b>
⇆ A.B. Fakhouri, PE ⇆ Fabian Aoun, PE Kausi Amuth, PE Michael St. Jacques, PE Mohamed Taleb, PE William Viets, PE	⇆ A.B. Fakhouri, PE ⇆ Fabian Aoun Kausi Amuth, PE William Viets, PE Michael St. Jacques, PE	Michael St. Jacques, PE Mohamed Taleb, PE Hussam Ankir, PE	⇆ A.B. Fakhouri, PE ⇆ Fabian Aoun, PE Kal Lambaz ⇆ Anthony Moussa Kausi Amuth, PE Michael St. Jacques, PE William Viets, PE
<b>Construction Inspectors</b>	<b>Electrical Inspector</b>	<b>Structures/Building Inspectors</b>	<b>Specialty Inspectors</b>
⇆ Anthony Moussa ⇆ Mark Korando Don Lewis Talal Alfakhouri Casey Morales Bill Fernandez Joe Ruzicka Tyler Haddadin Mamon Subeh Moji Shahkarami Walid Naouchi David Alcalá Jim Greenfield Majed Moussa Shanton Rangí James Bonelli David Alcalá	⇆ Anthony Moussa ⇆ Mark Korando Casey Morales Leon Fuentes Kelvin Nguyen Timmy To Bo Fuentes Jose Carlos	Mohamed Taleb, PE Michael St. Jacques, PE Shanton Rangí Darren Hopper James Bonelli Bill Fernandez Mamon Subeh Cary Brobeck John Spath	Blair Fickett (Landscape) Heber Villela (Welding)
	<b>Office Engineers/ Labor Compliance</b>	<b>Permit Inspectors</b>	<b>SWPPP</b>
	⇆ Jasmine Fakhouri Samar Alfakhouri Majed Moussa Lourdes Cagner	⇆ Mark Korando Casey Morales Bill Fernandez David Alcalá	Talal Alfakhouri Bill Fernandez Tyler Haddadin James Bonelli

The key personnel proposed for this project will be available to the extent proposed for the duration of the required services. No person designated as "key" will be removed or replaced without the prior written concurrence of the City of Signal Hill.

## **EXHIBIT "B"** **SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.



**EXHIBIT "C"**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 1, 2024 – June 30, 2027**

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>		
	Straight	OT(1.5x)	OT(2x)
Project Manager*	\$ 277.91	\$ 416.87	\$ 555.83
	\$ 283.47	\$ 425.21	\$ 566.94
	\$ 289.14	\$ 433.71	\$ 578.28
Construction Manager / Resident Engineer*	\$ 277.91	\$ 416.87	\$ 555.83
	\$ 283.47	\$ 425.21	\$ 566.94
	\$ 289.14	\$ 433.71	\$ 578.28
Structures Representative*	\$ 277.91	\$ 416.87	\$ 555.83
	\$ 283.47	\$ 425.21	\$ 566.94
	\$ 289.14	\$ 433.71	\$ 578.28
Roadway Inspector*	\$ 149.29	\$ 223.94	\$ 298.58
	\$ 152.28	\$ 228.42	\$ 304.56
	\$ 155.32	\$ 232.99	\$ 310.65
Structures Inspector*	\$ 149.29	\$ 223.94	\$ 298.58
	\$ 152.28	\$ 228.42	\$ 304.56
	\$ 155.32	\$ 232.99	\$ 310.65
Facilities Inspector*	\$ 149.29	\$ 223.94	\$ 298.58
	\$ 152.28	\$ 228.42	\$ 304.56
	\$ 155.32	\$ 232.99	\$ 310.65
Permit Inspector*	\$ 149.29	\$ 223.94	\$ 298.58
	\$ 152.28	\$ 228.42	\$ 304.56
	\$ 155.32	\$ 232.99	\$ 310.65
Electrical Inspector*	\$ 149.29	\$ 223.94	\$ 298.58
	\$ 152.28	\$ 228.42	\$ 304.56
	\$ 155.32	\$ 232.99	\$ 310.65
SWPPP Inspector*	\$ 149.29	\$ 223.94	\$ 298.58
	\$ 152.28	\$ 228.42	\$ 304.56
	\$ 155.32	\$ 232.99	\$ 310.65
Mechanical Inspector*	\$ 149.29	\$ 223.94	\$ 298.58
	\$ 152.28	\$ 228.42	\$ 304.56
	\$ 155.32	\$ 232.99	\$ 310.65
Public Outreach	\$ 103.36	\$ 155.03	\$ 206.71
	\$ 105.42	\$ 158.13	\$ 210.85
	\$ 107.53	\$ 161.30	\$ 215.06
Office Engineer	\$ 103.36	\$ 155.03	\$ 206.71
	\$ 105.42	\$ 158.13	\$ 210.85
	\$ 107.53	\$ 161.30	\$ 215.06
Scheduler*	\$ 165.37	\$ 248.05	\$ 330.74
	\$ 168.68	\$ 253.02	\$ 337.35
	\$ 172.05	\$ 258.08	\$ 344.10

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9<sup>th</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and Interwest Consulting Group, a California LLC, with one or more design professionals licensed to practice in the State of California and with its principal place of business at 1 Jenner, Suite 160, Irvine, CA 92618 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional On-Call Construction Management and Construction Inspection consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional engineering design consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call Construction Management and Construction Inspection** ("Project") as set forth in this Agreement.

#### 3. TERMS

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call Construction Management and Construction Inspection Services** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I.]"

3.1.2 Term. The term of this Agreement shall be from **July 10, 2024 to June 30, 2027**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year

terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Elizabeth Alsky.

3.2.5 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Elizabeth Alsky, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions



of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Not used.

3.2.12.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.12.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which

is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by

giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Interwest Consulting Group  
1 Jenner, Suite 160  
Irvine, CA 92618  
ATTN: Elizabeth Alsky, Account Manager

City: City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90755  
ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.6.2 Ownership of Materials and Confidentiality.

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the

City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees

and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**INTERWEST CONSULTING GROUP**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
\_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E. Richardson  
Best Best & Krieger LLP  
City Attorney



## EXHIBIT "A"

Consultant agrees to perform Construction Management Services at as needed basis for various duties assigned by the Public Works Director. Construction Management Services will include the following:

1. Consultant shall provide professional engineer/construction managers with significant experience in administering similar projects in magnitude and scope.
2. Assist in all CIP Project phases including project scheduling, project controls, project management and claims resolution.
3. Attend pre-construction meeting and provide assistance in responding to all questions in a timely manner.
4. Provide videotape and photographic documentation of project site prior to and during construction.
5. Assist the City's Representative in conducting and coordinating field meetings with contractors and act as the City's liaison for coordination and communication with other agencies, engineers, and architects as needed.
6. Assist and participate on regular basis in the project progress meetings, take minutes and respond to all questions.
7. Coordinate with design engineers and project managers on design issues encountered during construction.
8. Coordinate and facilitate coordination with utility companies and contractor.
9. Provide public outreach services as required.
10. Review the project contract documents and perform a constructability review.
11. Review contractor's submittals in accordance with the requirements of project specification and the City's requirements prior to final approval.
12. Review and respond to all project RFIs in a timely manner.
13. Review and facilitate submittals and shop drawings.
14. Provide and maintain logs for RFIs, change orders, submittals, Request for Quotations, Correction Notices, Stop Work Notices, and related construction documents.
15. Review, negotiate, process, and monitor contract change orders with the City's approval.
16. Review extra work invoices.
17. Provide construction inspection and quality control services.
18. Provide Construction Material Testing and compaction testing.
19. Review material testing for compliance with the contract documents.
20. Identify and issue notice to contractor of safety concerns and violations.
21. Participate and assist in conducting final inspection, testing, and release of facilities.
22. Review and approve record drawings at project completion.
23. Assist in preparation of daily pay estimates in accordance with the inspection daily report.
24. Assist in preparation of contractor's monthly pay estimates.
25. Report all unresolved issues and potential claims to the City's Representative in writing on daily basis.
26. Provide weekly status update reports
27. Review and approve punch lists.
28. Prepare all documentation needed for project closeout
29. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.
30. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
31. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.

32. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
33. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
34. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
35. A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
36. The costs to perform the task ("**Task Budget**");
37. An explanation of how the cost was determined; and
38. A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
39. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
40. The task shall be performed at a cost not exceeding the Task Budget.
41. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
42. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
43. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.



<b>ACCOUNT MANAGER</b>	<b>PROJECT MANAGER</b>	<b>PROFESSIONAL-IN-CHARGE</b>
Elizabeth Alsky	Steve Kooyman, PE	Bill Evans

<b>CONSTRUCTION MANAGEMENT &amp; INSPECTION</b>	
Tyrone J. Chesanek, PE   <i>Project/Construction Manager</i> Tom Marnocha, QSP, CESSWI   <i>Construction Manager/Inspector</i>	
<u>Construction Managers</u> Anselmo Martinez, PE-M, CCM Ryan Spradlin, CCM, CBC Dinukshi Kane, CCM, EIT Everett Mundkowsky, PE, MSCE, CCM Scott Harrison, CPRP	<u>Construction Inspectors</u> John Welch Alison Luedtke, CESSWI, QSP John Dela Cruz, QSP, CESSWI Gonzalo Murillo, Jr. Paul Keizer Zaid Ali

TEAM MEMBER	CURRENT WORKLOAD	CONTRACT AVAILABILITY
Bill Evans	60%	40%
Steve Kooyman, PE	60%	40%
Tyrone Chesanek, PE	40%	60%
Tom Marnocha, QSP, CESSWI	40%	60%
Anselmo Martinez, PE-M, CCM	50%	50%
Ryan Spradlin, CCM, CBC	40%	60%
Dinukshi Kane, CCM, EIT	50%	50%
Everett Mundkowsky, PE, MSCE, CCM	30%	70%
Scott Harrison, CPRP	40%	60%
John Welch	30%	70%
Alison Luedtke, CESSWI, QSP	30%	70%
John Dela Cruz, QSP, CESSWI	40%	60%
Gonzalo Murillo, Jr.	60%	40%
Paul Keizer	40%	60%
Zaid Ali	40%	60%

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

**EXHIBIT “C”**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 1, 2024 – June 30, 2027**

<b>Engineering</b>	
Principal in Charge .....	\$255
Principal Engineer .....	230
City Surveyor .....	220
City Engineer .....	225
Project Manager .....	210
Senior Traffic Engineer .....	200
Traffic Engineer III .....	190
Traffic Engineer II .....	180
Traffic Engineer I .....	170
Traffic Engineering Associate II .....	160
Traffic Engineering Associate I .....	150
Transportation Engineer .....	210
Supervising Engineer .....	205
Senior Engineer .....	200
Licensed Land Surveyor .....	190
Engineering Associate III .....	160
Engineering Associate II .....	150
Engineering Associate I .....	140
Survey Technician .....	130
Senior Engineering Technician .....	130
Engineering Technician III .....	130
Engineering Technician II .....	115
Engineering Technician I .....	105
Student Trainee .....	50
Grading Plans Examiner .....	165
<b>Building Safety Services</b>	
Certified Building Official .....	165
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect .....	160
Supervising Structural Engineer .....	200
Senior Structural Engineer .....	185
Senior Plans Examiner .....	145
CASp .....	135
Inspector III .....	115
Inspector II .....	105
Inspector I .....	95
Permit Technician .....	80
Fire Protection Engineer .....	160
Senior Fire Plans Examiner .....	135
Fire Plans Examiner / Fire Inspector .....	125
ICC Building Plans Examiner .....	125
Senior Code Enforcement Officer .....	140
Code Enforcement Officer .....	130
Trainee .....	75

<b>Construction Management</b>	
Construction Manager .....	180
Assistant Construction Manager .....	160
Supervising Public Works Observer .....	175
Senior Public Works Observer .....	170
Public Works Observer III .....	160
Public Works Observer II .....	145
Public Works Observer I .....	130
<b>Real Estate</b>	
Supervising Corporate Broker .....	260
Senior Project Manager .....	200
Project Manager .....	180
Senior Acquisition / Relocation Agent .....	140
Acquisition / Relocation Agent .....	125
ROW Technician .....	115
ROW Coordinator .....	100
Administrative Support .....	80
<b>Landscape Design Review Services</b>	
Project Manager .....	185
Senior Landscape Design Reviewer .....	165
Landscape Design Reviewer .....	150
Landscape Maintenance Inspector .....	130
Landscape Field Supervisor .....	130
<b>Planning Services</b>	
Community Development Director .....	220
Project Manager .....	190
Planning Manager .....	200
Principal Planner .....	180
Senior Planner .....	165
Associate Planner .....	135
Assistant Planner .....	110
Planning Technician .....	90
<b>Administrative</b>	
Grant Manager .....	165
Grant Writer .....	155
Management Analyst II .....	125
Management Analyst I .....	115
Senior Administrative .....	115
Administrative III .....	100
Administrative II .....	90
Administrative I .....	75

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 1.1 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.



(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

## CITY OF SIGNAL HILL

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 9<sup>th</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and Z & K Consultants, Inc, a California corporation, with one or more design professionals licensed to practice in the State of California and with its principal place of business at 1 Jenner, Suite 160, Irvine, CA 92618 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional On-Call Construction Management and Construction Inspection consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional engineering design consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional consulting services for the **On-Call Construction Management and Construction Inspection** ("Project") as set forth in this Agreement.

#### 3. TERMS

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call Construction Management and Construction Inspection Services** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I.]"

3.1.2 Term. The term of this Agreement shall be from **July 10, 2024 to June 30, 2027**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three, additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.1 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.3 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Crystal Fraire

3.2.4 City's Representative. The City hereby designates Thomas Bekele, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.5 Consultant's Representative. Consultant hereby designates Crystal Faire, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions

of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.10 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### 3.2.11 Water Quality Management and Compliance.

3.2.11.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.11.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.11.3 Not used.

3.2.11.4 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

### 3.2.11.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.12.2 and 3.2.12.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Sections 3.2.12.2 and 3.2.12.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

## 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **an annual amount of One Hundred Thousand Dollars (\$100,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which

is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.



### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	Z&K Consultants, Inc 17130 Van Buren Boulevard, Suite 122 Riverside, CA 92504 ATTN: Crystal Faire, President
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

#### **3.6.2 Ownership of Materials and Confidentiality.**

3.6.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all

subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.6.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses,

liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.6.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of

this Agreement.

3.6.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.6.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.6.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.7 Subcontracting.**

3.7.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**CITY OF SIGNAL HILL**

**Z&K CONSULTANTS, INC**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
Crystal Faire, President

**ATTEST:**

\_\_\_\_\_

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E. Richardson  
Best Best & Krieger LLP  
City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Consultant agrees to perform Construction Management Services at as needed basis for various duties assigned by the Public Works Director. Construction Management Services will include the following:

1. Consultant shall provide professional engineer/construction managers with significant experience in administering similar projects in magnitude and scope.
2. Assist in all CIP Project phases including project scheduling, project controls, project management and claims resolution.
3. Attend pre-construction meeting and provide assistance in responding to all questions in a timely manner.
4. Provide videotape and photographic documentation of project site prior to and during construction.
5. Assist the City's Representative in conducting and coordinating field meetings with contractors and act as the City's liaison for coordination and communication with other agencies, engineers, and architects as needed.
6. Assist and participate on regular basis in the project progress meetings, take minutes and respond to all questions.
7. Coordinate with design engineers and project managers on design issues encountered during construction.
8. Coordinate and facilitate coordination with utility companies and contractor.
9. Provide public outreach services as required.
10. Review the project contract documents and perform a constructability review.
11. Review contractor's submittals in accordance with the requirements of project specification and the City's requirements prior to final approval.
12. Review and respond to all project RFIs in a timely manner.
13. Review and facilitate submittals and shop drawings.
14. Provide and maintain logs for RFIs, change orders, submittals, Request for Quotations, Correction Notices, Stop Work Notices, and related construction documents.
15. Review, negotiate, process, and monitor contract change orders with the City's approval.
16. Review extra work invoices.
17. Provide construction inspection and quality control services.
18. Provide Construction Material Testing and compaction testing.
19. Review material testing for compliance with the contract documents.
20. Identify and issue notice to contractor of safety concerns and violations.
21. Participate and assist in conducting final inspection, testing, and release of facilities.
22. Review and approve record drawings at project completion.
23. Assist in preparation of daily pay estimates in accordance with the inspection daily report.
24. Assist in preparation of contractor's monthly pay estimates.
25. Report all unresolved issues and potential claims to the City's Representative in writing on daily basis.
26. Provide weekly status update reports
27. Review and approve punch lists.
28. Prepare all documentation needed for project closeout
29. Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Public Works Director.

30. Deliverables: As part of the services, consultant will prepare and deliver reports, plans, studies and other documentation related to the service task being provided.
31. Works status reports: Consultant shall provide to City a weekly written summary of progress on all approved task proposals for services lasting longer than one week.
32. Work request procedure: Consultant will be assigned work via the City's request process using a time and material basis at a cost not to exceed the annual budget as established by contract, as follows:
33. Each task to be performed shall be set forth in a written request ("**Request**") produced by the Public Works Director with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
34. Following receipt of the Request, the Consultant shall prepare a "**Task Proposal**" that includes the following components, and submit to the City within the deadline requested (5-10 calendar days):
35. A written description of the requested task ("**Task Description**") including all components and subtasks, and including any clarifications of the descriptions provided in the Request;
36. The costs to perform the task ("**Task Budget**");
37. An explanation of how the cost was determined; and
38. A schedule for completion of the task ("**Task Completion Schedule**"), including a final completion date ("**Task Completion Date**").
39. Public Works Director shall approve, modify, or reject the Task Proposal in writing, and issue a Notice to Proceed when a written agreement has been reached on the Task Proposal.
40. The task shall be performed at a cost not exceeding the Task Budget.
41. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
42. Consultant shall complete the task and deliver all deliverables to the Public Works Director by the Task Completion Date and in accordance with the Task Completion Schedule.
43. Consultant will utilize the following personnel to accomplish the Services. Any personnel substitutions shall be approved by the Public Works Director.

**Project Manager/Principal**  
Crystal Fraire, PE, QSD/P •

**Program Manager/Associate in Charge**  
Brittany Duhn, PE, QSD/P •

**Senior Program Manager**  
Hany Henin, PE

**Project Manager**  
Lisa Naslund, PE, QSD/P  
Pernilla Brandt, BSCE  
Lauren Wiley

**Office Engineers**  
Yara Sharabi  
Amber Garcia  
Bridget Duhn

**Constructability Reviewers**  
Anthony Flores, BSCE, EIT  
Tom Dawson, CBO, ICC. Cert.  
Noah Hernandez  
Thomas Russell

**Senior Construction Manager**  
Zack Faqih PE, MSCE, CBO, QSD/P, ICC Cert. •  
Nadeem Syed, PE, QSD/P •  
Anthony Flores, BSCE, EIT

**Construction Managers**  
Lisa Naslund, PE, QSD/P  
Pernilla Brandt, BSCE  
Mahmoud Awad, MSCE, EIT

**Labor Compliance Officer**  
Amber Garcia

**Scheduler/Estimator**  
Anthony Flores, BSCE, EIT

**As-Needed Resources**  
Surveyor | Bill Henry, PLS  
Drone Pilot | Jasmine Pate  
SWPPP/Environmental | Dion Castro, QSP/D, TOR  
Landscape Architect | Charles Lamb, RA, BS

**Legend**  
• Key Personnel

**Senior Construction Inspectors**  
Tom Dawson, CBO, ICC •  
Greg Hunkle, CBO, ICC. Cert. •  
Ed Nylund, QSP, CWSSWI  
Abdul Nasser, BSCE  
Jimmy Martin, ACI, ICC. Cert.  
Eddie Davalos  
Noah Hernandez  
Michael Sanchez

**Construction Inspectors**  
Noah Hernandez, Jr., BSCE  
Jamil Borner  
Omar Sharabi, BSCE, EIT  
Mina Henin

**Deputy/Special Inspectors**  
Zack Faqih PE, MSCE, CBO, QSD/P, ICC Cert. •  
Tom Dawson, CBO, ICC. Cert. •  
Greg Hunkle, CBO, ICC. Cert. •  
John Vargas, ICC Cert.

**Material Testing Services**  
Converse Consultants



**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded the annual compensation, unless additional services are approved by the Public Works Director.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

The total compensation for the Services shall not exceed \$100,000 annually.

The Consultants billing rates and terms for all personnel and other expenses are attached as Exhibit C.

**EXHIBIT “C”**  
**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY COMPENSATION RATES.**

**Effective: July 1, 2024 – June 30, 2027**

Senior Program Manager .....	\$176
Program Manager .....	\$168
Senior Project Manager .....	\$160
Project Manager .....	\$152
Senior Construction Manager .....	\$166
Construction Manager .....	\$158
Senior Construction Inspector .....	\$148
Construction Inspector .....	\$142
Deputy/Special Inspector .....	\$148
Labor Compliance Officer .....	\$135
Scheduler/Estimator .....	\$145
Surveyor .....	\$159
Drone Pilot .....	\$135
SWPPP/Environmental Specialist .....	\$158
Landscape Architect .....	\$162
Senior Highway & Bridge Designer/Structural Engineer.....	\$165
Public Relations/Community Outreach .....	\$135

**ADDITIONAL CONSULTANTS**

<b>Field Technical Services (hourly rate including vehicle and equipment)</b>	
Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections) .....	\$145
DSA Masonry Inspector .....	145
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer) .....	150
Coating Inspector/Coring Technician .....	150
Soils Technician (soil, base, asphalt concrete, and moisture emission testing) .....	145
Sample Pick-Up .....	60
<b>Professional Services (consultation for field and office, if requested)</b>	
Staff Professional .....	\$145
Senior Staff Professional .....	155
Project Professional .....	165
Project Manager .....	175
Senior Professional .....	175
Principal Professional .....	225
Principal Consultant .....	235
<b>Laboratory Testing</b>	
Laboratory Technician .....	Per Test
(see Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	
Laboratory Supervisor .....	\$100
<b>Office Support</b>	
Clerical/Word Processing .....	\$90
Drafting .....	90
CAD Operator/Drafting Manager .....	95

Hourly rates applicable to all staff proposed to work on City projects by classification. All rates

conform to prevailing wage rates. Pricing for actual task orders awarded during the On-Call Consultant contract period may be lower than the hourly rates stated, but may never be higher. Pricing provided shall remain firm for the entire duration of the initial contract, with the exception of State mandated Prevailing Wage requirements.

The City will pay cost plus 10% for authorized expenses not included in the scope of work. The consultant's expenses for travel, in-house reproduction, other reproduction used in the administration of the contract, or any other reasonably anticipated expenses, will be considered as non-reimbursable, overhead expenses.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

3.2.11 1.1 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. **\*\*\*NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.\*\*\*]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

**[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]**

(E) Pollution Liability: Pollution Liability Insurance covering all of the consultant's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with limits of not less than \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(C) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.11.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

#### 3.2.11.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.11.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.11.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.11.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.



STAFF REPORT

7/9/2024

**AGENDA ITEM**

**TO: HONORABLE MAYOR  
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO  
CITY MANAGER**

**BY: THOMAS BEKELE  
PUBLIC WORKS DIRECTOR**

**SUBJECT: CONTINUANCE OF THE PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY IN RESPONSE TO FEBRUARY 2024 WINTER STORMS AND REAFFIRMING EMERGENCY CONDITIONS REQUIRING EMERGENCY ACTION TO COMPLETE EMERGENCY REPAIRS AT PANORAMA PROMENADE AND MOLINO AVENUE AND 20<sup>TH</sup> STREET**

**Summary:**

The City Council will consider authorizing the City Manager to extend the proclamation of the existence of a local emergency in response to the February 2024 winter storms for 60 days. At the February 27, 2024, meeting, the City Council authorized the City Manager to extend the proclamation of the existence of a local emergency. The City Council adopted a Resolution, by a four-fifths vote, declaring authority to the City Manager or his designee, pursuant to Public Contract Code Sections 20168 and 22050, to enter into an emergency public works contract. The City Council also approved a Public Works contract with Zimprich Engineering Incorporated, for a not-to-exceed amount of four hundred thirty-one thousand nine hundred ten dollars (\$431,910), for emergency work pertaining to the Panorama Promenade Trail and the Molino Avenue and 20<sup>th</sup> Street slope immediate repair projects.

The City Council subsequently adopted resolutions, by a four-fifths vote, authorizing the City Manager, or his designee, pursuant to Public Contract Code Section 22050, to continue emergency storm damage repairs at the Panorama Promenade Trail and Molino Avenue and 20<sup>th</sup> Street. The City Council will consider adopting a Resolution authorizing the City Manager, or his designee, pursuant to Public Contract Code Section 22050, to continue emergency storm damage repairs at the Panorama Promenade Trail and Molino Avenue and 20<sup>th</sup> Street. Staff requests the City Council authorize the City Manager to extend proclamation of the existence of a local emergency in response to the February 2024 winter storms for 60 days. Staff recommends the City Council, by a four-fifths vote, reaffirm the emergency continues to exist and, therefore, the emergency contract work must



continue to be done without a public bidding process.

Strategic Plan Goal(s):

Goal No. 1 Financial Stability: Ensure the City's long-term financial stability and resilience.

Goal No. 2 Community Safety: Maintain community safety by supporting public safety services and increasing emergency preparedness.

Goal No. 4 Infrastructure: Maintain and improve the City's physical infrastructure, water system, and recreational spaces.

Recommendations:

1. Authorize the City Manager to extend the proclamation of the existence of a local emergency in response to the February 2024 winter storms for 60 days.
2. Adopt a resolution, by four-fifths vote, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, DECLARING THE NEED TO CONTINUE THE EMERGENCY CONTRACTING AUTHORITY DELEGATED TO THE CITY MANAGER, OR HIS DESIGNEE(S), PURSUANT TO PUBLIC CONTRACT CODE SECTION 22050

Fiscal Impact:

The City's preliminary cost estimate for the storm damage at the Panorama Promenade Trail, Molino Avenue, and 20<sup>th</sup> Street locations is approximately \$800,000. The City Council approved a budget adjustment at its February 13, 2024, meeting to account for these project expenditures. The Public Works Department will continue to work with the engineering firms and contractors to finalize the repair costs. Staff continues tracking expenditures and pursuing available State and Federal reimbursement for City costs incurred.

Background:

On February 4, 2024, Governor Gavin Newsom proclaimed a State of Emergency for eight counties in Southern California, including Los Angeles County, as winter storms began impacting much of the State with high winds, damaging rain, and heavy snowfall. California Government Code 8630, et. seq., and the Signal Hill Municipal Code, Chapter 2, Section 2.76.060, provides the City Manager, as Director of Emergency Services, the authority to proclaim the existence of a local emergency if the City Council is not in session, which must be proclaimed within ten days of an event. The City Council must then ratify the proclamation within seven days, or the proclamation shall have no further force or effect.

On February 7, 2024, the City Manager acting as the Director of Emergency Services, signed a Proclamation of a Local Emergency due to the February 2024 winter storm activity. On February 13, 2024, the City Council adopted a resolution ratifying the proclamation of the existence of a local

emergency (Attachment A). California and Los Angeles County continue to operate under a State of Emergency. At this time, the local emergency related to the February 2024 winter storms continues to exist. Government Code Section 8630 requires the City Council to renew a local emergency for the duration of the emergency. To remain in effect, the City Council must renew the need for the local emergency every 60 days until the City Council terminates the local emergency. At the same meeting, the City Council adopted a resolution amending the adopted budget and authorizing budget appropriations for emergency repairs resulting from the 2024 winter storm damage in the amount of \$800,000.

At the February 27, 2024, City Council meeting, the City Council authorized the City Manager to extend the proclamation of the existence of a local emergency and adopted a resolution, by a four-fifths vote, declaring authority to the City Manager or his designee, pursuant to Public Contract Code Sections 20168 and 22050, to enter into an emergency public works contract with Zimprich Engineering Incorporated, for a not-to-exceed amount of Four Hundred Thirty-One Thousand Nine Hundred Ten Dollars (\$431,910), for the emergency work pertaining to Panorama Promenade and Molino Avenue and 20<sup>th</sup> Street slope immediate repair projects.

The City Council subsequently adopted resolutions, by four-fifths vote, authorizing the City Manager, or designee, pursuant to Public Contract Code Section 22050, to continue emergency storm damage repairs at the Panorama Promenade Trail and Molino Avenue and 20<sup>th</sup> Street.

Analysis:

Municipal Public Works contracts are subject to the California Public Contract Code (PCC), which generally requires public bidding. However, under emergency circumstances, Section 20168 of the Public Contract Code allows the City an exemption from the public bidding process. Specifically, Section 20168 provides that, in case of an emergency, the City Council may pass a resolution by a four-fifths vote, declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property. Upon adoption of the resolution, the City may expend any sum required to mitigate the emergency without otherwise complying with the Local Agency Public Construction Act.

If a notice for bids to let contracts will not be given, the City Council must comply with the emergency contracting procedures in PCC Section 22050. The PCC Section 22050 permits the City to repair or replace a public facility, to take any directly related and immediate action required by the emergency, and to procure the necessary equipment, services, and supplies for those purposes without giving notice for bids to let contracts. The City Council must make findings, based on substantial evidence, set in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids and that the action is necessary to respond to the emergency.

The California Public Contract Code, PCC Section 22050, also authorizes (pursuant to a four-fifths vote) the City Manager or delegee to undertake repair work without following public bidding procedures in the event of an emergency to avoid danger to life and or property. As a delegate acting on an emergency contract, the City Manager must report to the agency governing body at its next meeting because the action was necessary to respond to the emergency. If the City Council acts on an emergency contract, it must review the emergency action at its next meeting and at each subsequent regular meeting thereafter to determine, by a four-fifths vote, that there is a need to

continue the action. Similarly, if the delegee acts on an emergency contract, the governing body shall review the action at its next regular meeting and each subsequent regular meeting thereafter to determine, by a four-fifths vote, whether there is a need to continue the emergency. The governing body is required to terminate any emergency contract actions as soon as the conditions warrant so that regular noticed bidding can resume.

There continues to be a threat to the public and property, as documented below, if the damaged infrastructure at Panorama Promenade Trail, Molino Avenue, and 20<sup>th</sup> Street is not repaired as soon as possible. As such, the City Manager has determined that this emergency continues to warrant immediate repair work to respond to the emergency without public bidding. Therefore, the City Manager recommends that the City Council, by a four-fifths vote, authorize the City Manager to continue emergency storm damage repairs at the Panorama Promenade Trail, Molino Avenue, and 20<sup>th</sup> Street. The resolution authorizing the emergency action is attached for City Council review (Attachment B).

#### Damage to Panorama Promenade Trail

The Panorama Promenade experienced significant slope failures in two localized areas following the February 6, 2024, rainstorm activity, resulting in the closure of the walking trail. The Promenade is a high-volume pedestrian walkway used by thousands of individuals every week. The City acted quickly in closing the trail to the public upon observing the damage; out of concern, the trail could further erode and create dangerous conditions, causing injury to pedestrians. The City believes it is imperative that repairs be completed as soon as possible to eliminate the existing dangerous conditions caused by the storm damage around and underneath the walkway surface.

Zimprich Engineering began the repair work and completed the backfilling and compacting of soil at the four slope locations, which demonstrated significant failure. The post and batter system material was delivered in mid-March. Although staff initially anticipated the contractor's work would be completed by the end of March, there were construction delays stemming from weather conditions, the redesign of the post and batter temporary wall system, as a result of further investigation by the Geotechnical Engineer, and material availability issues. As of the writing of this update, the soil backfill and stabilization at the slope are currently 90% complete; the installation of the post and batter systems is also 90% complete. The Geotechnical Engineer and the Public Works Director conducted several site visits and performed inspections. The contractor completed the temporary repair by end of April. The City opened the trail to the public at the end of April.

The City conducted an agronomic soil study to identify the soil amendments needed to enhance plant growth and mitigate soil erosion. The agronomic study identified soil amendments critical for the establishment of vegetation on the slope. The City received an estimate to perform the necessary soil treatment or soil amendments, temporary irrigation, and planting on the slope. The estimated cost for these tasks is approximately \$280,000. The City is currently reviewing and assessing funding options to carry out this work and determining the mechanism by which FEMA would reimburse these funds.

#### Damage to Molino Avenue and 20<sup>th</sup> Street

The Molino Avenue and 20<sup>th</sup> Street intersections experienced similar slope failure and erosion, resulting in a damaged hillside that must be stabilized. The failure created unsafe eroding conditions

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7/9/2024

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that could worsen if left unattended, which could ultimately damage private property, such as vehicles parked on the street and adjacent residential properties. The eroding conditions could also create roadway hazards, should the debris runoff fall into the adjacent local streets, impacting moving vehicle traffic. The road was initially partially closed and was later reopened after extensive cleaning by City staff. Zimprich Engineering began repair work in mid-February by installing erosion control devices such as plastic sheeting and sandbags to stabilize the site. Construction of the retaining wall commenced on April 2<sup>nd</sup>. The removal of an unforeseen 24" thick subterranean concrete and an abandoned 8" oil pipeline that belonged to Oil Operators Incorporated, both of which were found running parallel under the foundation of the proposed retaining wall, delayed the project by three to four weeks. However, work on the construction of the retaining wall has commenced and is anticipated to be completed by June 29 or the week of July 8.

Based on the continuing impacts of the February 2024 winter storm damage and subsequent rain events, staff requests the City Council authorize the City Manager to extend the proclamation of the existence of a local emergency in response to the February 2024 winter storms for 60 days. Staff recommends that the City Council, by a four-fifths vote, reaffirm that the emergency continues to exist and, therefore, the emergency contract work must continue without a public bidding process. Staff will provide another update to the City Council at the next City Council meeting.

Reviewed for Fiscal Impact:

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Sharon del Rosario

Attachments:

- A. Resolution Ratifying the Proclamation
- B. Resolution to Continue the Emergency

**RESOLUTION NO. 2024-02-6782****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, RATIFYING THE PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY BY THE CITY MANAGER OF THE CITY OF SIGNAL HILL, AS DIRECTOR OF EMERGENCY SERVICES**

**WHEREAS**, the Emergency Services Act, Government Code Section 8630, and Section 2.76.060 of the Signal Hill Municipal Code empower the Director of Emergency Services (City Manager) to proclaim the existence or threatened existence of a local emergency if the Council of the City of Signal Hill (City) is not in session, and require that the City Council shall take the action to ratify the proclamation within seven (7) days thereafter, or the proclamation shall have no further force or effect; and

**WHEREAS**, pursuant to California Government Code Sections 8680.9 and 8558(c), a local emergency is a condition of extreme peril to persons or property proclaimed as such by the governing body of the local agency affected by a natural or manmade disaster; and

**WHEREAS**, the purpose of a local emergency proclamation is to provide extraordinary police powers, immunity for emergency actions, authorize issuance of orders and regulations, and activate pre-established emergency provisions; and

**WHEREAS**, a local emergency proclamation is a prerequisite for requesting state or federal assistance; and

**WHEREAS**, conditions of extreme peril to the safety of persons and property have arisen within the City, based on the following:

1. On February 4, 2024, Governor Gavin Newsom proclaimed a State of Emergency for eight counties in Southern California, including Los Angeles County, as a series of winter storms began impacting much of the State with

high winds, damaging rain and heavy snowfall.

2. On February 6, 2024, the City of Signal Hill experienced significant damage to the Panorama Promenade, and Molino Avenue and 20<sup>th</sup> Street, impacting the safety of persons and property which are anticipated to be beyond the City's control of the services, personnel, equipment, and facilities of the City, requiring extraordinary forces and action.
3. The City Manager finds that a threat to public health and safety now exists in the City of Signal Hill due to winter storms, resulting in, among other things, high winds, prolonged periods of heavy rains, land movement incidents, pathway closures in hillside areas, the potential for significant debris flows, and urban flooding. The National Weather Service has forecasted that additional and continuing storms related to this series of atmospheric river systems threaten the Los Angeles County region.
4. The City of Signal Hill has been responsive and proactive; and

**WHEREAS**, the City Council does hereby find that the above described conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency in the City; and

**WHEREAS**, California Government Code, Title 2, Division 1, Chapter 7.5 – California Disaster Assistance Act (CDAA) allows that with the Proclamation of a Local Emergency the City may seek financial assistance and may request reimbursement of the significant expenses incurred during response, if approved by the Director of the California Office of Emergency Services or Concurrence or Governor's Proclamation; and

**WHEREAS**, on February 7, 2024, the Director of Emergency Services issued a proclamation declaring the existence of a local emergency within the City; and

**WHEREAS**, the associated emergency conditions are ongoing, and the emergency should not be terminated at this time.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

1. The Proclamation of Existence of a Local Emergency, as issued by the Director of Emergency Services on February 7, 2024, is hereby ratified and confirmed.
2. The City Council has reviewed the need for continuing the declaration of local emergency and finds based on substantial evidence that the public interest and necessity require the continuance of the proclamation of local emergency related to the February 2024 winter storms.
3. Said local emergency shall be deemed to continue to exist until terminated by the City Council of the City of Signal Hill.
4. The Director of Emergency Services is hereby directed to report to the City Council within sixty (60) days on the need for further continuing the local emergency.

**PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City Council of the City of Signal Hill, California, on this 13<sup>th</sup> day of February, 2024.

  
LORLY WOODS  
MAYOR

  
DARITZA GONZALEZ  
CITY CLERK

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )ss  
CITY OF SIGNAL HILL )

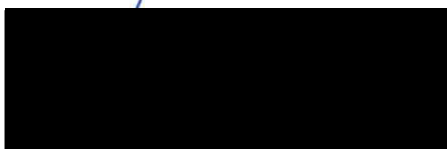
I, Daritza Gonzalez, City Clerk of the City of Signal Hill, California, hereby certify that Resolution No. 2024-02-6782 was adopted by the City Council of the City of Signal Hill at a regular meeting held on the 13<sup>th</sup> day of February, 2024, and that the same was adopted by the following vote:

AYES: MAYOR LORI Y. WOODS, VICE MAYOR EDWARD H.J. WILSON, COUNCIL MEMBERS TINA L. HANSEN, KEIR JONES,

NOES: NONE

ABSENT: COUNCIL MEMBER ROBERT D. COPELAND

ABSTAIN: NONE

  
DARITZA GONZALEZ  
CITY CLERK



**RESOLUTION NO. 2024-07-XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, DECLARING THE NEED TO CONTINUE THE EMERGENCY CONTRACTING AUTHORITY DELEGATED TO THE CITY MANAGER, OR HIS DESIGNEE(S), PURSUANT TO PUBLIC CONTRACT CODE SECTION 22050**

**WHEREAS**, the City of Signal Hill (“City”) is a municipal corporation and charter City; and

**WHEREAS**, City staff has previously reported to the City Council as follows:

Damage to Panorama Promenade Trail

The Panorama Promenade Trail experienced significant slope failures in two localized areas following the February 6 rainstorm activity, resulting in the closure of the walking trail as of February 6, 2024. The Panorama Promenade Trail is a high-volume pedestrian walkway used by thousands of individuals on a weekly basis. The City acted quickly in closing the trail to the public upon observing the damage, out of concern the trail could further erode and create dangerous conditions causing injury to pedestrians. It is imperative that repairs be completed as soon as possible to eliminate the existing dangerous conditions around and underneath the walkway surface, caused by the storm damage. Public Works staff met with the City’s geotechnical consultant on site to evaluate the damaged conditions and provide a recommendation for immediate repairs. Staff promptly reached out to three contractors (WA Rasic, Zimprich Engineering Inc., and Rex Endrizzi Incorporated) for due diligence and conducted site walks at the slope failure areas. Zimprich Engineering Incorporated was the most responsive contractor with the necessary labor and equipment to perform the work on an emergency basis and submitted a proposal within the requested three-working-day deadline necessitated by the emergency nature of the work. The contract amount for the immediate repair work is \$299,910. Immediate work necessitating slope repair was completed on April 30. Staff is currently exploring funding options to install vegetation at the slope.

## Damage to Molino Avenue and 20<sup>th</sup> Street

The intersection of Molino Avenue and 20<sup>th</sup> Street experienced similar slope failure and erosion following the early February rainstorms, resulting in a damaged hillside which must be stabilized. The failure created unsafe eroding conditions that could worsen if left unattended, which could ultimately lead to damage to private property, such as vehicles parked on the street and the adjacent residential properties. The eroding conditions could also create roadway hazards should the debris runoff fall into the adjacent local streets impacting moving vehicle traffic. The road was initially partially closed for safety and is now reopened. Public Works staff and its consultants evaluated the damaged conditions and developed a plan for immediate and permanent repair which will require installation of a retaining wall 2-6' in height. Zimprich Engineering Incorporated provided a proposal for this work and will perform the installation of the retaining wall upon the execution of the contract. The contract amount for this work is \$132,000. The contractor has already begun the immediate temporary repair. Based on the continuing impacts of the February 2024 winter storm damage, staff requests the City Council authorize the City Manager to extend the proclamation of the existence of a local emergency in response to the February 2024 winter storms for 60 days.

**WHEREAS**, at its February 27, 2024, meeting, the Signal Hill City Council, pursuant to Public Contract Code section 20168, passed a resolution by a four-fifths vote, declaring that the public interest and necessity demanded the immediate expenditure of public money to safeguard life, health, or property; and

**WHEREAS**, at its February 27, 2024, meeting, the Signal Hill City Council, pursuant to Public Contract Code Section 22050, made required findings and passed a resolution by a four-fifths vote authorizing contracts with Zimprich Engineering for immediate repairs to the slope failures at Panorama Promenade Trail and Molino Avenue and 20<sup>th</sup> Street, without giving notice for bids to let contracts; and

**WHEREAS**, Section 22050 requires that upon authorizing emergency

contracting authority, the City Council shall review the emergency action at its next regularly scheduled meeting and at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action; and

**WHEREAS**, at its March 12, March 26, April 9, 2024, April 23 and May 14<sup>th</sup> 2024 City Council meetings, the Signal Hill City Council adopted a resolution by a four-fifths vote, that there is a need to continue emergency storm damage repairs at the Panorama Promenade Trail and Molino Avenue and 20<sup>th</sup> Street; and

**WHEREAS**, when the City Council reviews the emergency action, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. The City Council, after consideration of the staff report and presentation, discussion, oral testimony, and evidence presented to the City Council, hereby finds that the above recitals are true and correct and incorporate them herein.

Section 2. The City Council hereby finds, based on substantial evidence set forth in this resolution and the accompanying staff report, and in accordance with Section 22050 of the Public Contract Code, that the needed emergency repairs to the Panorama Promenade Trail and Molino Avenue and 20<sup>th</sup> Street locations will not permit a delay resulting from a competitive solicitation for bids, that the action to award the emergency contract is necessary to respond to the emergency, that competitive proposals would be unavailing or would not produce an advantage, that the advertisement for competitive bid would thus be undesirable or impractical, and that there is therefore a need to continue the emergency action under Section 22050 of the Public Contract Code.

Section 3. City staff is directed to prepare a staff report to the City at its next and subsequent regular meetings documenting why the emergency repairs would not permit a delay resulting from a competitive solicitation and why the emergency repair contract action continues to be necessary to respond to the emergency, so that the City Council may review the emergency contract action at its next regular meeting and at subsequent regular meetings thereafter to determine, by a four-fifths vote, whether there

is a need to continue the action, or whether conditions warrant to terminate the emergency contracting action so that regular noticed bidding can resume.

Section 4. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval by a four-fifths (4/5) vote of the City Council.

**PASSED, APPROVED and ADOPTED** at a regular meeting of the City Council of the City of Signal Hill, California, on this 9<sup>th</sup> day of July 2024.

\_\_\_\_\_  
LORI Y. WOODS  
MAYOR

ATTEST:

\_\_\_\_\_  
DARITZA GONZALEZ  
CITY CLERK

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES    )  
CITY OF SIGNAL HILL            )

I, DARITZA GONZALEZ, City Clerk of the City of Signal Hill, California, hereby certify that Resolution No. 2024-07-XXXX was adopted by the City Council of the City of Signal Hill at a regular meeting held on the 9<sup>th</sup> day of July, 2024, and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
DARITZA GONZALEZ  
CITY CLERK



CITY OF SIGNAL HILL  
STAFF REPORT

2175 Cherry Avenue • Signal Hill, California 90755-3799

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7/9/2024

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**AGENDA ITEM**

**TO: HONORABLE MAYOR  
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO  
CITY MANAGER**

**BY: CITY ATTORNEY'S OFFICE**

**SUBJECT: WAIVE THE READING OF ORDINANCES IN FULL AND AUTHORIZE READING BY TITLE ONLY**

Summary:

The recommended action waives reading of ordinances in full and authorizes reading by title only. The purpose of this item is to help streamline the City Council meeting process, to avoid unnecessary delay and to allow more time for substantive discussion of items on the agenda.

Strategic Plan Goal(s):

Goal No. 5 High-Functioning Government: Strengthen internal communication, recruitment, retention, systems, and processes to increase the effectiveness and efficiency of City services.

Recommendation:

Waive the reading of all ordinances. Wherein the titles appear on the public agenda; said titles shall be determined to have been read by title, and further reading is waived.

Fiscal Impact:

There is no fiscal impact associated with the recommended action.



STAFF REPORT

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7/9/2024

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**AGENDA ITEM**

**TO: HONORABLE MAYOR  
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO  
CITY MANAGER**

**BY: COLLEEN T. DOAN  
COMMUNITY DEVELOPMENT DIRECTOR**

**SUBJECT: ADOPTION OF ORDINANCE NO. 2024-06-1548, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SIGNAL HILL AND EDCO, FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF SIGNAL HILL PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ**

Summary:

At the June 11, 2024, City Council meeting, the City Council introduced Ordinance No. 2024-06-1548. Ordinance No. 2024-06-1548 is now presented for second reading and adoption.

EDCO Recycling and Waste Transfer Facility (Facility), requested to amend the Development Agreement and Facility Operations Agreement, and to modify Condition of Approvals (COA) of CUP 09-01 to allow an increase to the maximum permitted volume of waste that may be processed per day from 1,500 tons per day (tpd) to 2,500 tpd. Staff negotiated an updated Development Agreement wherein EDCO pays additional host fees commensurate with the increased tonnage.

Strategic Plan Goal(s):

Goal No. 1 Financial Stability: Ensure the city's long-term financial stability and resilience.

Goal No. 3 Economic & Downtown Development: Improve the local economy, support local businesses, and create a vibrant downtown core.

Recommendation:

Adopt Ordinance No. 2024-06-1548, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SIGNAL HILL AND

EDCO, FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF SIGNAL HILL  
PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ

Fiscal Impact:

The Development Agreement provides for a Host Fee to be paid to the City. The Host Fee is calculated using a percentage factor multiplied by the aggregate monthly collection of solid waste tonnage collected annually. The Host Fee tiered percentages/ton thresholds are as follows: Minimum 2% Host Fee up to 150,000 tons, 3% Host Fee for 150,001 to 300,000 tons and 5% Host Fee for 300,001 tons to 912,500 tons. The tonnage count resets to zero tons on April 27<sup>th</sup> annually. At the reset point, the Host Fee earnings start back at 2% of revenues collected.

Fiscal Year 2022-2023 Host Fee Revenue totaled \$715,882, with an average revenue per ton of \$1.78 with a maximum allowable tonnage of 1,500 tons per day. The proposed Development Agreement would allow up to 2,500 tons per day and increase the City's revenues over time commensurate with the terms of the agreement; therefore, the recommended actions have a positive impact to the City's General Fund.

Background and Analysis:

At the June 11, 2024, City Council meeting, the City Council introduced Ordinance No. 2024-06-1548. Ordinance No. 2024-06-1548 is now presented for second reading and adoption. Upon adoption, the City Clerk will cause a Notice of Exemption under State California Environmental Quality Act (CEQA) Guidelines § 15061 (b)(3) to be filed as authorized by CEQA and the State CEQA Guidelines.

The City posted a summary of Ordinance No. 2024-06-1548 in accordance with Signal Hill Municipal Code (SHMC) 1.08.010 and published in the Signal Tribune newspaper on June 14, 2024. Upon adoption of the Ordinance, the summary will be posted in accordance with SHMC 1.08.010 and published in the Signal Tribune newspaper. Ordinance No. 2024-06-1548 will be published in its entirety on the City website.

Attachment:

- A. Ordinance No. 2024-06-1548
- B. Development Agreement

**ORDINANCE NO. 2024-06-1548**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SIGNAL HILL AND EDCO, FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF SIGNAL HILL PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ.**

**WHEREAS**, to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 et seq. (the "Development Agreement Statute"), which authorizes cities to enter into agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property; and

**WHEREAS**, pursuant to the Development Agreement Statute, the City of Signal Hill ("City") is authorized to enter into development agreements providing for the development of land under terms and conditions set forth therein; and

**WHEREAS**, EDCO Transport Services, LLC ("EDCO") has been servicing the City since 1986 for the collection and disposal of refuse from commercial and residential customers in the City; and

**WHEREAS**, on or around February 17, 2009, and in accordance with the Development Agreement Statute, the City Council approved a development agreement ("Development Agreement") between the City and EDCO vesting and defining EDCO's rights and obligations to develop a Material Recovery Facility and Transfer Station ("MRF/TS") to collect and dispose of refuse in the City (collectively, the "Project"); and

**WHEREAS**, since initial approval of the Development Agreement, the Project has been developed on a ± 3.57-acre site located at Patterson Street and



California Avenue and an approximate 6,500 square foot lot located at 859 Patterson Street, Signal Hill, California within the City's General Industrial Specific Plan area ("Specific Plan Area"); and

**WHEREAS**, Section 10.1 of the Development Agreement expressly authorizes either City or EDCO to propose amendments to this Agreement; and

**WHEREAS**, the City and EDCO have reached mutual agreement and desire to execute an amended and restated version of the Development Agreement ("Amended and Restated Development Agreement"), attached hereto as Exhibit "A" and incorporated herein by this reference; and

**WHEREAS**, this Amended and Restated Development Agreement is intended to amend the provisions of the Development Agreement to adjust the host fees paid to the City, increase the MRF/TS's processing capacity, reflect the increase in the passenger car equivalent due to the increased processing capacity, facilitate the continued operation of the Project, and incorporate necessary updates to reflect the current status of development and operations, along with any other minor adjustments to align with the parties' current understandings; and

**WHEREAS**, with this Amended and Restated Development Agreement, the City continues to receive the benefits conferred through the Development Agreement, including host fees for waste material processed, local jobs, diversification and expansion of the City's revenue base, revitalization of a blighted area, improved compliance with State-mandated waste reduction requirements, and promotion of recycling and refuse rate stability for residents and businesses; and

**WHEREAS**, the City Council conducted a duly-noticed public hearing on June 11, 2024, pursuant to Government Code Section 65857 and the Signal Hill Municipal Code to consider the Amended and Restated Development Agreement; and

**WHEREAS**, after carefully considering all pertinent testimony and information presented at the public hearing, the City Council now desires to approve the Restated and Amended Development Agreement through the approval of this Ordinance; and

**WHEREAS**, all other legal prerequisites to the adoption of this Ordinance have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SIGNAL HILL DOES ORDAIN AS FOLLOWS:**

Section 1. The recitals set forth above are true and correct and are hereby adopted as findings in support of this Ordinance as if fully set forth herein.

Section 2. The City Council hereby finds that the Environmental Impact Report for the Project, SCH # 2008081009, by Resolution No. 631-02-09 adopted on February 17, 2009, and the Addendum to the Environmental Impact Report prepared to address new changes to the Project, adopted by the City Council pursuant to a public hearing on June 11, 2024, and attached to as Exhibit A to Resolution No. 2024-XX-XXX and incorporated herein by reference, fully and completely address any and all environmental impacts associated with the modified Project, including this Amended and Restated Development Agreement, and that no further environmental review is required.

Section 3. Pursuant to California Government Code Section 65867.5(b), and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Amended and Restated Development Agreement is consistent with the goals, policies, and objectives of the General Plan, General Industrial Specific Plan, and related official policies of the City based on the following:

- A. The Agreement complies with Policy 1.11 of the Land Use Element because the MRF/TS provides community waste hauling services while promoting recycling and refuse rate stability for residents and businesses within the community.
- B. The Agreement complies with Policy 3.1 of the Land Use Element because it incorporates traffic control measures, such as designated truck routes and set operating hours, and imposes stringent noise standards to mitigate impacts on residential areas and sensitive receptors.
- C. The Agreement complies with Policy 3.6 of the Land Use Element because the Project's operations have been designed to avoid proximity to schools and residential neighborhoods while incorporating stringent monitoring and safety protocols to avoid industrial accidents and ensure community safety.

- D. The Agreement complies with Policy 3.10 of the Land Use Element because it furthers the revitalization of a blighted industrial area within the City.
- E. The Agreement complies with Policy 4.1 of the Land Use Element because the Project has been evaluated in accordance with all applicable General Plan goals and policies to ensure consistency with other elements and overall plan coherence.
- F. The Agreement complies with Policy 4.2 because the Project adheres to the established land use designations, zoning regulations, and Municipal Code standards.
- G. The Amended and Restated Development Agreement is consistent with the General Industrial Specific Plan because the continued operation of the MRF/TS facility will continue encourage the development of privately sponsored, job producing industrial activities in furtherance of the Specific Plan's goal of enhancing the City's employment opportunities. Moreover, as a condition of continued operation of the MRF/TS, EDCO is required to maintain the landscaping at the site in an attractive and professional manner, thereby preserving the quality and appearance of the Specific Plan area through quality landscaping and continued maintenance. Additionally, the Project ensures the secure operation of industrial facilities with adequate infrastructure improvements by mandating advanced emission control systems aimed at protecting residents from environmental impacts, such as traffic congestion.

Section 4. The City Council of the City of Signal Hill makes the following additional findings:

- A. The proposed amendments would not materially change or expand the scope of the development allowable under the original project approvals.
- B. The Agreement does not change the types of uses or the general location of uses previously approved by the City Council in association with the Project, which were previously found to be compatible with the applicable land use district. Thus, the uses contemplated by this Amended and Restated Development Agreement remain compatible with the applicable land use district.
- C. The Agreement will not be detrimental to the public health, safety, and general welfare. The City Council previously determined that the Development Agreement would not be detrimental to the public health, safety, and general welfare. Moreover, this Amended and Restated Development Agreement solely increases the host fees already contemplated and reviewed by the City Council, increases the passenger car equivalent measurements for the operations, and incorporates necessary updates to reflect the current status of development and construction. Accordingly, the City Council's previous finding of no detriment to health, safety, and general welfare, remains applicable through this Amended and Restated Development Agreement.

Section 5. Pursuant to Government Code Section 65868, the City Council does hereby approve and adopt the Amended and Restated Development Agreement attached hereto as Exhibit "A" for the continued operation of the MRF/TS. The City Manager is hereby authorized to execute and perform all acts necessary for the administration of this Agreement on behalf of the City of Signal Hill.

Section 6. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person, or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council of the City of Signal Hill hereby declares that it would have adopted this Ordinance and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Section 7. This Ordinance shall become effective thirty (30) days following its adoption.

Section 8. The record of proceedings on which the City Council's decision is based is located at City Hall for the City of Signal Hill, located at 2175 Cherry Ave, Signal Hill, California and the custodian of record of proceedings is the City Clerk.

Section 9. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Signal Hill, California, at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
LORI Y. WOODS  
MAYOR

ATTEST:

\_\_\_\_\_  
DARITZA GONZALEZ  
CITY CLERK

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES    ) ss.  
CITY OF SIGNAL HILL         )

I, DARITZA GONZALEZ, City Clerk of the City of Signal Hill, California, hereby certify that Ordinance No. 2024-XX-XXX was introduced at a regular meeting of the City Council of the City of Signal Hill held on the 11<sup>th</sup> day of June, 2024, and adopted at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_ 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
DARITZA GONZALEZ  
CITY CLERK

Ordinance No. 2024-06-XXXX  
June 11, 2024  
6 of 6

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

**Between**

**THE CITY OF SIGNAL HILL**

**(“City”)**

**And**

**EDCO TRANSPORT SERVICES, LLC**

**A California Limited Liability Company**

**(“EDCO”)**

**Designated As**

**“Development Agreement No.      “ or “DA      “**

**JUNE 11, 2024**

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## AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this “Agreement”) is entered into on this \_\_\_\_\_ day of May, 2024 (“Effective Date”), by the CITY OF SIGNAL HILL (“City”), a municipal corporation, and EDCO TRANSPORT SERVICES, LLC, a California limited liability company (“EDCO”) (collectively, the “Parties”).

### **RECITALS:**

**A. Initial Development Agreement.** The Parties executed a Development Agreement approved by the Signal Hill City Council on or around February 17, 2009 (“Initial Development Agreement”), and now desire to amend and restate it through this Agreement, which integrates revised provisions that reflect the current understandings and agreements between the Parties. Except as otherwise specifically set forth in this Agreement, the remaining provisions of the Initial Development Agreement shall remain in full force and effect only to the extent they remain applicable.

**B. Recitals and Capitalized Terms.** The recitals in this Agreement constitute part of this Agreement and each Party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Agreement. The capitalized terms used in these Recitals and throughout this Agreement shall have the meaning assigned to them in Article 1.0. Any capitalized terms not defined in Article 1.0 shall have the meaning otherwise assigned to them in this Agreement, one of the other Agreements, or apparent from the context in which they are used.

**C. Legislation Authorizing Development Agreements.** To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the legislature of the State of California adopted the Development Agreement Statute, Sections 65864, et seq., of the Government Code, authorizing City to enter into an agreement with any person having a legal or equitable interest in real property providing for the development of such property and establishing certain development rights therein.

**D. Integrated Waste Management Act.** The State of California through enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 et seq. (the “Act”)), directed all local jurisdictions to promote recycling and to maximize the use of feasible source reduction, recycling and composting options in order to reduce the amount of solid waste required to be disposed of by land disposal. Furthermore, the Puente Hills Landfill, a major solid waste disposal facility for the region, is required by permit conditions to reduce the quantities of waste accepted and to close by the year 2013, resulting in the need for additional waste processing facilities and transfer stations to be developed in the region in order to meet the solid waste management needs of jurisdictions and protect public health and safety.

**E. General Industrial Specific Plan.** The City adopted the General Industrial Specific Plan (the “Specific Plan”) to promote industrial development in the General Industrial Area (generally bounded by California Avenue, Spring Street, Atlantic Avenue, and 27th Street and referred to herein as Street the “Specific Plan Area”), a blighted area due to environmental constraints such as oil wells (both active and abandoned), oil field pipelines and facilities, soil contamination, lack of public infrastructure, and small parcel sizes inhibiting land assembly for

modern development. Concurrently with adopting the Specific Plan, and at the cost of approximately \$9 Million, the Redevelopment Agency acquired an approximately 2-acre site within the Specific Plan Area and relocated a concrete batch plant to the location (“A&A Plant”). This was the first significant investment within the Specific Plan Area since oil exploration commenced in the late 1920s. EDCO or an affiliate of EDCO now owns a ± 3.57-acre site located at Patterson Street and California Avenue (“EDCO Parcel”) and across Patterson from the A&A Plant. The two projects represent an investment in excess of \$20 million in the Specific Plan area to revitalize the area.

F. EDCO as Qualified Operator. City has determined that it is in the best interest of City to delegate the responsibility for constructing, managing and operating waste disposal and recycling facilities to a private company with experience and expertise in the construction, management and operation of materials recovery facilities and transfer stations. EDCO and its related companies are well known and have provided waste and recycling service in the State of California since 1967. EDCO and its related companies have built and currently operate thirteen (13) materials recovery and/or transfer stations ranging in capacities from 174 tons per day to 5,000 tons per day. In addition, an affiliate of EDCO, Signal Hill Disposal, had the franchise contract to collect and dispose of refuse in Signal Hill since 1986. The initial franchise agreement was entered into on May 22, 2002 and was scheduled to expire February 1, 2010, unless amended or extended by both parties prior to termination date. City and Signal Hill Disposal subsequently extended the agreement and entered into an franchise agreement (the “Trash Hauling Contract”) concurrently with and as a condition of the Initial Development Agreement.

G. Development of Project. On July 8, 2008, in order to reduce blight and promote industrial development in the Specific Plan Area, expand and diversify the City’s revenue base, and fulfill the City’s obligation under the Act, City and EDCO, along with the Signal Hill Community Redevelopment Agency (“Agency”), entered into that certain Memorandum of Understanding (“MOU”) for the development and operation of a solid waste materials recovery facility/transfer station (“MRF/TS” or “Facility”) as more specifically described in the MOU (the “Project”). The Parties intend to provide for the long-term management of municipal solid waste generated in the City through the MRF/TS. The MRF/TS serves as a point to accept, process, recover, and transfer mixed municipal waste (“MMW”) and residue following diversion activities to an appropriate permitted disposal facility. The Project has been developed on the EDCO Parcel and an approximate 6,500 square-foot Agency Parcel (the Agency Parcel and EDCO Parcel are collectively referred to as the “Site,” approximately 3.87 acres), which Site is shown on the “Site Map” attached hereto as Exhibit “A”. Agency and EDCO entered into a separate Disposition and Development Agreement establishing the terms to which interest in Agency Parcel was conveyed to EDCO.

H. Public Benefits of Project. The grant of development rights hereunder is made in consideration for EDCO’s MRF/TS to accept, process, recover, and transfer MMW and residue following diversion activities to an appropriate permitted disposal facility. The Project will continue to benefit the City by creating new jobs in the community, diversifying and expanding the City’s revenue base, revitalizing a blighted area and the general economy of the City, improving City’s compliance with State-mandated waste reduction requirements, and promoting recycling and refuse rate stability for residents and businesses within the community. The Project

will also continue to benefit the public by serving the MMW management needs of other jurisdictions in the region, reducing municipal costs, and protecting public health and safety.

I. Intent of the Parties. The Parties have determined that the Project is a development for which a development agreement is appropriate. The Parties desire to define the parameters within which the obligations of EDCO for infrastructure and public improvements and facilities will be met, as applicable, and to provide for the orderly development of the Project, assist in attaining the most effective utilization of resources within the City, and otherwise achieve the goals of the Development Agreement Statute. In consideration of these benefits to City and the public benefits of the development of the Project, EDCO will receive assurances that the City shall grant all permits and approvals required for total development of the Project in accordance with this Agreement to the extent applicable and EDCO will further agree not to open or operate a competing facility within thirteen (13) miles of the Facility except that, within Orange County, the distance limit shall be ten (10) miles.

J. Public Hearings: Findings. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. (“CEQA”), appropriate studies, analyses, reports or documents were prepared and considered by the Planning Commission and the City Council for the Project. After a public hearing, the Planning Commission recommended to, and the City Council, after making appropriate findings, certified a Final Environmental Impact Report (“EIR”) for the Project, SCH # 2008081009, by Resolution No. 631-02-09 adopted on February 17, 2009, in compliance with CEQA. Also on February 17, 2009 the City Council, after providing public notice as required by law, held a public hearing to consider EDCO’s application for the Project. The Planning Commission and the City Council both found on the basis of substantial evidence that the proposed Project is consistent with all applicable plans, including the General Plan and General Industrial Specific Plan, rules, regulations and official policies of City. Accordingly, the City Council approved EDCO’s application for a Conditional Use Permit. Subsequently, an Addendum to the EIR was prepared to address changes to the Project that would not result in any new significant impacts not addressed in the EIR, nor increase the significance level of any impacts identified in the EIR. After a public hearing, Planning Commission recommended and City Council adopted the Addendum by Resolution No. \_\_, adopted on June \_\_, 2024.

K. Public Improvements. Public improvements required by this Project included both internal improvements benefiting only the Project and area-wide improvements benefiting other property as well. More specifically, these improvements included the construction of or contribution to: drainage and flood control facilities; street improvements; and improvements associated with streets including sidewalks, street lights, utilities, and parkways.

L. Other Agreements. The Parties understand that this Agreement is for the continued operation of the Project, and intended to incorporate the current understandings and agreements between the Parties. The Parties also acknowledge that the following necessary documents or amended versions of these documents have been, or will be, negotiated in order to fulfill the obligations and goals under the MOU to develop and operate the Project: (i) the Facility Operations Agreement (“Operations Agreement”) defining and regulating EDCO’s maintenance and operational obligations and performance standards for the MRF/TS; (ii) the Conditional Use Permit (“CUP”) approved by the City Council on February 17, 2009 to permit and impose

conditions on the use of the Site for the Project; (iii) the Disposition and Development Agreement (“DDA”) between the Agency and EDCO for conveyance originally by lease of the Agency Parcel to EDCO for the development of the Project with an option to buy the Agency Parcel; (iv) a Reimbursement Agreement (“Reimbursement Agreement”) between the City and EDCO under which EDCO is obligated to reimburse or advance funds to City for all development costs associated with the Project, including but not limited to conducting environmental reviews under CEQA, processing and negotiating permits, entitlements and conditions, and legal costs; (v) an existing agreement (“Trash Hauling Contract”) between City and EDCO to provide for the collection of mixed municipal waste and recycling from properties within City’s limits for collection, processing, and disposal by EDCO; and (vi) a set of covenants, conditions and restrictions (“CC&Rs”) devoting the Site to the uses specified therefor in the Redevelopment Plan and in the DDA. The foregoing agreements and instruments, together with all City ordinances approving the foregoing agreements and instruments, are collectively referred to as the “Agreements.” The Parties hereto acknowledge that this Agreement and the other Agreements bear overlapping impact upon the Site and EDCO’s operations, and thus the effectiveness of this Agreement is conditioned on approval and execution by the City and EDCO of each of the other Agreements.

M. Mutual Agreement. Based on the foregoing and subject to the terms and conditions set forth herein, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and having determined that the foregoing recitals are true and correct and should be and hereby are incorporated into this Agreement, the Parties agree as follows:

**ARTICLE 1.0            DEFINITIONS**

Whenever any term used in this Agreement has been defined by Division 30, Part 1 Chapter 2 of the California Public Resources Code or any law, regulation, or City ordinance, the definitions in the Public Resources Code, law, regulation, or City ordinance as presently defined and as they may be amended in the future shall apply unless the term is otherwise defined in this Agreement. In the event of conflict between the definition of a term as found in the California Public Resources Code, any law, regulation, or in City ordinances and this Agreement, the definition in this Agreement shall, unless otherwise mutually agreed in writing by the Parties, supersede the definition found in the Public Resources Code, any law, regulation, or City ordinance.

1.1    Agency. “Agency” means the Signal Hill Community Redevelopment Agency, a California public body, corporate, and politic.

1.2    Agency Parcel. “Agency Parcel” means the approximately 6500 square foot lot located at 859 Patterson Street, adjacent to the EDCO Parcel, which is necessary and originally leased by Agency to EDCO for the Project and currently owned by eDCO and which is more specifically shown and described in Exhibit “A”.

1.3    Agreement. “Agreement” means this Development Agreement between the City and EDCO for the development and continued operation of the Project.



1.4 Agreements. “Agreements” means all those contractual instruments and City ordinances identified in the preceding Recital L of this Agreement.

1.5 Applicable Law. “Applicable Law” means all statutes, rules, regulations, guidelines, actions, determinations, Permits, orders, or requirements of the United States, State, County, City and local and regional government authorities and agencies having applicable jurisdiction, that apply to or govern the Facility, the Site or the performance of the Parties’ respective obligations hereunder, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, non-discrimination, prevailing wages if applicable, and the Los Angeles County Integrated Waste Management Plan. All references herein to Applicable Law include subsequent amendments or modifications thereof, unless otherwise specifically limited in this Agreement or one of the other Agreements.

1.6 Applications. “Application(s)” means a complete application for the applicable land use approvals meeting all current City ordinances, provided that any additional or alternate requirements in said ordinances enacted after the Effective Date which affect the Project application shall apply only to the extent permitted by this Agreement.

1.7 Assignment. All forms of use of the verb “assign” and the nouns “assignment” and “assignee” shall include all contexts of hypothecations, sales, conveyances, transfers, leases, and assignments.

1.8 Authorizing Ordinance. “Authorizing Ordinance” means Resolution No. 2009-02-5747 approving the Initial Development Agreement.

1.9 Best Management Practices (“BMP”). “Best Management Practices” or “BMP” means structural, nonstructural, and managerial techniques recognized to be the most effective and practical means to reduce environmental impacts arising from the Project, whether affecting soils, air, water, noise, traffic, public infrastructure, public health/safety, or other impacts emanating from the Facility while still allowing the productive use of resources. BMPs also include treatment requirements, operating procedures, and practices to control Site runoff, spillage or leaks, sludge or waste disposal, trash or debris, or drainage from raw material storage or similar matters.

1.10 Buyback/Recycling Center. “Buyback/Recycling Center” means the Site facility designed for the public drop-off of recyclables for redemption with scrap or California Redemption Value.

1.11 CEQA. “CEQA” means the California Environmental Quality Act, Section 21000 et seq. of the California Public Resources Code and its implementing regulations and guidelines, including future amendments to or recodification thereof.

1.12 CEQA Completion Date. “CEQA Completion Date” means the later date of either: (i) 30 days after the Notice of Determination; or (ii) the date of the final settlement or resolution of any appeal, lawsuit or other action by a third party challenging the Development Approvals or the CEQA process.

1.13 City. “City” means the City of Signal Hill, California, a chartered municipal corporation.

1.14 City Council. “City Council” means the governing body of the City of Signal Hill.

1.15 Claims or Litigation. “Claims or Litigation” means any challenge by adjacent owners or any other third parties as to (i) the legality, validity approval or adequacy of the Specific Plan, this Agreement, the other Agreements, the EIR, other development approvals, or other actions of City or Agency pertaining to the Project, (ii) EDCO’s exercise of the rights under this Agreement, or (iii) damages against City or Agency as a consequence of the foregoing actions or for the taking or diminution in value of their property, or (iii) damages against the City or Agency for injuries, losses or damages due to EDCO’s use of or operations on the Site, or (iv) any repair, cleanup or detoxification, or preparation and implementation of any removal, remediation, response, closure, or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous waste and/or HHW (as such terms will be broadly defined) deposited after the commencement of Project construction at any place where EDCO delivers, stores, processes, composts, or disposes of solid waste, or (v) Claims pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, “CERCLA”, 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, the Resource Conservation and Recovery Act, “RCRA”, 42 U.S.C. Sections 6901 et seq. or other similar federal, state or local law or regulation, or (vii) actions or injuries otherwise arising from the Project.

1.16 Commencement of Operations Date. “Commencement of Operations Date” means the date that operations commence within the MRF/TS which shall be the day EDCO first receives fees for services provided at the Site.

1.17 Correction Plan. “Correction Plan” means a plan undertaken by EDCO and subject to City approval, for the correction or remediation of violations of performance standards and/or nuisance conditions pursuant to Section 6.5.

1.18 Conditional Use Permit. “Conditional Use Permit” or “CUP” means a permit issued by the City to permit and impose conditions on the use of the EDCO Parcel and the Agency Parcel for the MRF/TS. In the event of a clear and explicit conflict between the conditions stated in the CUP and those stated herein, which conflict cannot be resolved through interpretation, the terms of this Agreement shall prevail.

1.19 City’s Design Guidelines. “City’s Design Guidelines” means applicable design guidelines stated in City’s Municipal Codes, including but not limited to those guidelines articulated in the General Plan, the General Industrial Specific Plan, or by City’s Planning Commission or Planning Division of the Community Development Department.

1.20 CC&Rs. “CC&Rs” means that form of Declaration of Covenants, Conditions and Restrictions to be recorded against the Site as described in Section 9.6 of this Agreement.

1.21 CIWMB. “CIWMB” means the California Integrated Waste Management Board, as established pursuant to the Act (Public Resources Code §§ 4000 et seq.).

1.22 Default. “Default” (used herein with a lower case initial letter, “default”) means any material default, breach, or violation of a provision of this Agreement as defined in Article 12. “City Default” refers to a Default by City, while “EDCO Default” refers to a Default by EDCO.

1.23 Development Agreement Statute. “Development Agreement Statute” means Sections 65864 through 65869.5 of the California Government Code as it exists on the Effective Date, as may be amended.

1.24 Development Approvals. “Development Approvals” means all site-specific (meaning specifically applicable to the Site only and not generally applicable to some or all other properties within the City) plans, maps, permits, and entitlements to use of every kind and nature, whether legislative, administrative or contractual in nature. Development Approvals include, but are not limited to, specific plans, land use contracts, site plans, tentative and final subdivision maps, vesting tentative maps, variances, zoning designations, planned unit developments, conditional use permits, grading, building, and other similar permits, the Site-specific provisions of general plans, environmental assessments, including environmental impact reports, and any amendments or modifications to those plans, maps, permits, assessments and entitlements. The term Development Approvals does not include rules, regulations, policies, and other enactments of general application within the City.

1.25 Development Plan. “Development Plan” means the Existing Development Approvals, Future Development Approvals, Existing Land Use Regulations, and Schedule of Performance.

1.26 Disposition and Development Agreement (“DDA”). “Disposition and Development Agreement” or “DDA” means the agreement between the Agency and EDCO or previously negotiated regarding the Agency Parcel for development and operation of the MRF/TF.

1.27 EDCO. “EDCO” means EDCO Transport Services, LLC, a California limited liability company.

1.28 EDCO’s Costs. “EDCO’s Costs” means EDCO’s obligation to pay for all costs identified in this Agreement and the Reimbursement Agreement, including but not limited to: all Project development and construction costs, all costs of the environmental review, all costs for entitlement, all Host Fees, all operational costs and all other costs identified herein as the responsibility of EDCO.

1.29 EDCO Parcel. “EDCO Parcel” means that certain approximately 3.57-acre parcel previously owned in fee by the Lee Family Trust, the Cockriel Family Trust and Philesp, LLC and currently owned by EDCO or an affiliate of EDCO for the construction and operation of the Project and which is shown and more specifically described in Exhibit “A”.

1.30 Effective Date. Generally, the term “Effective Date” means the date that this Agreement has been fully executed, as written above.

1.31 Exaction. “Exaction” means dedications of land, payment of development fees and/or construction of public infrastructure by EDCO as part of the development.

1.32 Existing Development Approvals. “Existing Development Approvals” means the Development Approvals which have been previously granted or are granted concurrent herewith, or will be granted pursuant hereto, and include all of the Agreements, and are included in the description of the Project attached in the Scope of Development, at Exhibit “B”). The term “Existing Development Approvals” shall specifically include all those Permits and agency approvals listed in Exhibit “B.” . Regardless of when the Permits and approvals listed in Exhibit “B” actually take effect, the Parties acknowledge and agree that such Permits and approvals shall be deemed pre-existing to this Agreement. Immediately upon taking effect, the Permits and approvals listed in Exhibit “B” shall be deemed Existing Development Approvals for purposes of this Agreement.

1.33 Existing Land Use Regulations. “Existing Land Use Regulations” means those certain Land Use Regulations applicable to the Property and in effect on or before the Effective Date. The term “Existing Land Use Regulations” shall also include all Agreements identified in Recital L hereto. Immediately upon taking effect, the Agreements shall be deemed Existing Land Use Regulations for purposes of this Agreement.

1.34 Facility or MRF/TS. “Facility” and “MRF/TS” mean the material recovery facility/transfer station proposed to be or already constructed by EDCO and the subject of this Agreement, including site improvements, utility interconnections, the scale house, buy-back recycling center, household hazardous waste facility, a building for transfer and materials recovery and processing areas, and a visitors education center, together with administrative offices, parking areas, materials storage areas and ancillary support facilities, furnishings and equipment and any and all other physical structures and improvements to the Site or offsite improvements, and which is further described in the Scope of Development at Exhibit “B”.

1.35 Facility Throughput Guarantee. “Facility Throughput Guarantee” bears the meaning ascribed to it in Section 7.5 of this Agreement.

1.36 Future Development Approvals. “Future Development Approvals” means those Development Approvals applicable to the Property approved by the City after the Effective Date.

1.37 Future Land Use Regulations. “Future Land Use Regulations” means Land Use Regulations enacted after the Effective Date of this Agreement.

1.38 Host Fees. “Host Fees” mean payments by EDCO to City for hosting a MRF/TS within City’s limits.

1.39 Land Use Regulations. “Land Use Regulations” means those ordinances, laws, statutes, rules, regulations, initiatives, policies, requirements, guidelines, constraints, codes or other actions of City which affect, govern, or apply to the Site or the implementation of the Development Plan. Land Use Regulations include the ordinances and regulations adopted by the City which govern permitted uses of land, density and intensity of use and the design of buildings, as applicable to the Site, including but not limited to: the general plan, specific plans, zoning ordinances, development moratoria implementing growth management and phased development programs, ordinances establishing development exactions, subdivision and park codes, any other similar or related codes, building and improvement standards, mitigation measures required in

order to lessen or compensate for the adverse impacts of a project on the environment and other public interests and concerns or similar matters. The term Land Use Regulations does not include, however: regulations relating to the conduct of business, professions, and occupations generally; taxes and assessments; regulations for the control and abatement of nuisances; building, health and safety codes; licenses, encroachments and other permits and the conveyances of rights and interests which provide for the use of or entry upon public property; any exercise of the power of eminent domain; the general regulation of municipal affairs or the exercise of the City's police power, or any power of City pursuant to its Charter except as specifically stated in the preceding sentence.

1.40 Lee Lease. "Lee Lease" means the previous lease between the Lee Family Trust, the Cockriel Family Trust and Philesp, LLC as Lessor and EDCO or EDCO's affiliate as Lessee for the EDCO Parcel.

1.41 Lease. "Lease" means the prior lease agreement between Agency as Lessor and EDCO as Lessee of the Agency Parcel, which Lease included an option for EDCO to purchase the Agency Parcel.

1.42 Local Enforcement Agency or LEA. "Local Enforcement Agency" or "LEA" means the entity designated by the City and certified by the CIWMB to enforce federal and state laws and regulations for the safe and proper handling of solid waste at the Facility. Initially, the City has designated the County of Los Angeles as the LEA. The LEA performs routine and monthly investigations of the Facility, investigates complaints of illegal disposal of solid waste and administers a permitting and inspection program to ensure the Facility's regulatory compliance.

1.43 Mixed Municipal Waste or Refuse. "Mixed Municipal Waste" or "MMW" and "Refuse" mean all municipal solid waste including putrescible and non-putrescible solid, semi-solid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, street sweepings, recyclables and catch basin residue.

1.44 MOU. "MOU" means the Memorandum of Understanding between City, Agency, and EDCO relating to agreements for a solid waste materials recovery facility/transfer station.

1.45 Oil Surface Rights. "Oil Surface Rights" means the existing easements and leases providing rights to use the surface of the Site or portions thereof to operate certain oil wells, tanks, pipelines and appurtenant facilities for the extraction, pumping and removal of oil. EDCO is responsible for either causing the release of such Oil Surface Rights or as may be required to develop the Facility or design the Facility to operate concurrently with the Oil Surface Rights and appurtenant oil-related operations that cannot be removed.

1.46 Operating Agreement. "Operating Agreement" means the agreement approved by the City to permit and regulate EDCO's use of the MRF/TS.

1.47 Operational Year. "Operational Year" means each 12 months following the Commencement of Operations Date and shall begin and end on the anniversary of the Commencement of Operations Date.

1.48 Operational Revenue. “Operational Revenue” means all revenues received from all operations at the MRF/TS of any nature whatsoever received during an Operational Year.

1.49 Planning Director. “Planning Director” means the Director of Planning and Community Development or similar officer of City.

1.50 Project. “Project” means the process to issue permits to entitle the development; the construction of the Facility; the operation of the Facility; and the negotiation of and carrying out of this Agreement and the related Agreements.

1.51 Reasonable Business Efforts. “Reasonable Business Efforts” means those efforts a reasonably prudent business Person would expend under the same or similar circumstances in the exercise of such Person’s business judgment, intending in good faith to take steps calculated to satisfy the obligation which such Person has undertaken to satisfy.

1.52 Reimbursement Agreement. “Reimbursement Agreement” means that existing contract between City and EDCO under which EDCO is obligated to reimburse or advance funds to City for all development costs associated with the Project, including but not limited to conducting environmental reviews under CEQA, processing and negotiating permits, entitlements and conditions, and legal costs.

1.53 Reservations of Authority. “Reservation of Authority” shall have the meaning set forth in Article 11 of this Agreement.

1.54 Schedule of Performance. “Schedule of Performance” means the timeline of performance of the Project utilized for the Initial Development Agreement and set forth in Exhibit “C” of the Initial Development Agreement.

1.55 Scope of Development. “Scope of Development” means the components of, and the documents controlling, the development of the Project and is set forth in Exhibit “B”.

1.56 Trash Hauling Contract. “Trash Hauling Contract” means the contract approved by the City to provide for the collection of mixed municipal waste and recycling from property within the City to the MRF/TS for collection, processing and disposal.

1.57 Site. “Site” means the real property, including the EDCO Parcel and the Agency Parcel (collectively the “Parcels”), which Site and Parcels are generally shown in the “Site Map” and are specifically described in Exhibit “A”.

1.58 Term. “Term” means that period of time during which this Development Agreement shall be in effect and bind the Parties, as defined in Section 3.1.

## **ARTICLE 2.0      EXHIBITS**

The following are the Exhibits to this Agreement which are attached hereto and incorporated herein:

- Exhibit A: Map of the Site
- Exhibit B: Scope of Development/Existing Development Approvals
- Exhibit C: Estoppel Certificate

**ARTICLE 3.0 TERM**

3.1 Term. The Term of this Agreement shall commence on the Effective Date and shall continue until August 31, 2069 (“Term”), unless earlier terminated as provided herein.

3.2 MRF/TS Rights. The scope of EDCO’s rights with regard to operating the MRF/TS are defined herein. The provisions herein shall be interpreted consistent with State and Federal law and are severable from this Agreement to the extent they contravene any laws. EDCO will agree, so long as it retains the right to operate a MRF/TS within the City, not to open, utilize, or operate a competing facility within thirteen (13) miles of the Facility except that, within Orange County, the distance limit shall be ten (10) miles. Notwithstanding the foregoing, nothing herein shall prevent EDCO from acquiring an integrated waste disposal business which as its assets currently owns such a competing facility within the foregoing geographical limits and then continuing to operate such competing facility.

**ARTICLE 4.0 DEVELOPMENT OF THE PROJECT**

4.1 Right to Develop. During the Term, EDCO shall continue to have a vested right to develop the Project to the full extent permitted by this Agreement. Except as provided within this Agreement, the Development Plan shall exclusively control the development of the Project (including the uses of the Project, the Project scope, the density or intensity of use, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes and the design, improvement and construction standards and specifications applicable to the Project).

4.2 Scope of Development. The Project and its components are described in Exhibit “B” along with the Existing Development Approvals.

4.3 Project Components. EDCO proposes to construct, or has constructed, the Project on the Site. The proposed improvements may or currently consist of the following proposed uses and approximate square footage to be developed in multiple phases pursuant to the Schedule of Performance:

<b>Project Components:</b>	
Transfer Station	
Material Recovery Facility	
Office/Employee Facility <ul style="list-style-type: none"> <li>• First Floor</li> <li>• Second Floor</li> </ul>	
Household Hazardous Waste Facility	
Maintenance/Shop	
Buy-Back	
Scale House	

<b>Total Developed Area</b>	<b>69,000 s.f. ± 20%</b>
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4.4 Project Function/Process. The Site Plan is included with the Scope of Development in Exhibit “B”. All buildings will conform to the City’s Design Guidelines and incorporate the environmental control systems and performance standards described in Article 6.0, below and including all mitigation measures recommended through the CEQA review process. EDCO will size the MRF/TS to handle up to 2,500 tons per day that will have the following proposed multiple functions and processes:

(a) Transfer Station. The Facility’s transfer station component for refuse collection and transfer may include a below grade load-out area to allow for the transfer vehicles to be top-loaded through load-out ports at the tipping floor. A portion of the transfer station shall also be dedicated for self-haul use.

(b) Material Recovery Facility. The transfer station shall include facilities for diversion of recyclable products from commercial and residential customers. The recyclable products shall be baled within the building and transferred to recyclable load out vehicles at the exterior recyclable load out dock. Residue from the diversion process shall be conveyed to the adjacent transfer station for load out.

(c) Buyback Operation. A buyback operation allowing the public to drop off recyclables and receive compensation (certified CA redemption center).

(d) Green Waste Area. A green waste area would accommodate collection of green waste. The green waste shall be transferred to outgoing delivery vehicles.

(e) E-Waste. The MRF/TS shall provide a location for Signal Hill residents to dispose of e-waste free of charge.

(f) Household Hazard Waste. EDCO will endeavor to establish a permitted Household Hazardous Waste (“HHW”) disposal facility on-site which will be contingent on funding through the County of Los Angeles.

(g) Construction Debris Area. A construction debris area would be utilized for collection, sorting and recyclable load out of construction material debris. The incoming material shall be screened, sorted and diverted to containers. The containers shall be transferred to outgoing recyclable load out vehicles.

(h) Administrative Offices and Public Education. An office area will be dedicated for administrative support for the Facility. This area shall include an area suitable for educating local students and members of the public about solid waste and recycling management, and demonstrating the activities of the Facility. Areas used for public education shall include an observational gallery and a location suitable for audio/visual or multimedia presentations and suitable technical equipment therefor. EDCO shall implement a public education program to include some or all of (i) visitor presentations on source reduction, recycling and solid waste management (ii) tours of the Facility; (iii) visual presentations on the role of recycling and evolving developments in the business of solid waste management; (iv) dialogue on, and direct interaction



with, the evolving practices of solid waste management; and (v) distribution of educational and promotional materials.

(i) Employee Areas. Employee areas will include restrooms, a break area and offices. The upper level control area will be used to accommodate the operational control functions of the facility. The employee area/control area will be linked to the office area via an upper level observation gallery.

(j) Maintenance Building. A separate maintenance building shall include two service bays and an adjacent office/parts area.

(k) Accessory Operations. Site improvements will include fueling operations, a truck wash area, truck scale and scale house, load out ramps, truck loading docks, driveways, employee and operation vehicle parking, and landscaping.

4.5 MRF/TS Construction. EDCO anticipates that the majority of the MRF/TS will be, or currently is, steel framed to accommodate the large clear spans required for the operation. The steel frames would be clad on the exterior with a variety of materials consistent with City's Design Guidelines. The MRF/TS will incorporate design features as necessary to comply with the City's design guidelines. The entire MRF/TS will incorporate a buffer of screen walls, fencing and landscaping around the Site. The design of the Facility will utilize the elevations included in the Scope of Development (Exhibit "B") and in the Development Approvals.

4.6 Offsite Improvements. EDCO shall construct all offsite improvements as required by the Development Approvals and as indicated in Article 5.

4.7 Upgrades. EDCO is required to improve or upgrade the MRF/TS to incorporate the latest technology available to control environmental impacts of the Project; provided that EDCO shall not be required to perform any substantial improvement or upgrade relative to the original cost of the MRF/TS, unless a reasonable period of time is available under this Agreement to recover such investment. EDCO must disclose all costs, revenues and return on investment in such negotiation.

**ARTICLE 5.0**                    **SCHEDULE FOR PROCESSING AND DEVELOPMENT OF THE PROJECT AND PUBLIC IMPROVEMENTS**

5.1 Schedule of Performance. EDCO will process, or has processed, the Project and commenced and completed construction of the Project in accordance with the Schedule of Performance.

5.2 Processing. Upon satisfactory completion by EDCO of all required preliminary actions, meetings, submittal of required information and payment of appropriate processing fees, if any, City shall promptly commence and diligently proceed to process all required Development Approvals in accordance with this Agreement, if City has not already done so. In this regard, EDCO, in a timely manner which will allow development of the Project in accordance with the Schedule of Performance, will provide, or has provided, City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder and will cause, or has caused, EDCO's planners, engineers and all other consultants to submit in a timely manner

all required materials and documents therefor. It is the express intent of this Agreement that the Parties cooperate and diligently work to implement any zoning or other land use, site plan, subdivision, grading, building or other approvals for development of the Project in accordance with the Existing Development Approvals and the Schedule of Performance. Notwithstanding the foregoing, nothing contained herein shall be construed to require City to process EDCO's applications ahead of other projects in process in the City and City's obligations hereunder shall be subject to the City's workload and staffing at any given time. If EDCO elects, in its sole discretion, to request City to incur overtime or additional consulting services to receive expedited processing by City, EDCO shall pay all such overtime costs, charges or fees incurred by City for such expedited processing.

5.3 Other Governmental Permits. EDCO shall apply in a timely manner for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project in accordance with the requirements set forth herein. The City shall cooperate with EDCO in its efforts to obtain such permits and approvals. The City and EDCO shall cooperate and use reasonable efforts in coordinating the implementation of the Development Plan with other public agencies, if any, having jurisdiction over the Property or the Project.

5.4 Critical Time Commitments. The Project will be, or has been, undertaken consistent with the following timing constraints, each subject to extension for the period of time of any actual delay resulting from the occurrence of any of the events set forth in Section 12.9 or the consent of the City as set forth in the Schedule of Performance:

(a) EDCO will complete, or has already completed, physical Site remediation within three (3) months after the effective date of the initial Development Agreement. On-Site testing and evaluation work is not deemed commencement of remediation herein. EDCO shall give City written notice of actual commencement of remediation and within thirty (30) days thereafter City shall inform EDCO as to whether it concurs as to the establishment of the date of commencement.

(b) Well abandonment will be implemented, or has been implemented, within the time periods required by law and/or as required by the well abandonment plan and the California Department of Conservation, Division of Oil, Gas & Geothermal Resources ("DOGGR") and/or any other applicable governmental entity or agency.

(c) EDCO will complete, or has completed, rough grading of the Site within six (6) months after the effective date of the initial Development Agreement .

(d) EDCO will complete, or has completed, grading and construction of the Project within twenty-four (24) months after the effective date of the initial Development Agreement.

(e) EDCO will submit, or has submitted, Applications necessary to grade and construct the Project, including plans, drawings and specifications necessary to obtain building permits, grading, landscape and street improvements plans, in a timely manner in accordance with

Section 5.2 to allow compliance with the timing constraints set forth in the subsections above and the Schedule of Performance.

(f) EDCO's completion of construction of the Project shall not be deemed to preclude EDCO from subsequently reconstructing any structures or buildings in accordance with the Development Approvals during the Term of this Agreement.

(g) The timing constraints for construction of the Project Public Improvements shall be as provided in Section 5.5.

(h) Any construction which is commenced shall be completed in accordance with the terms of any permit which is issued in accordance with the Existing Land Use Regulations and this Agreement.

5.5 Public Improvement Obligations of the Project. The Project is being constructed in an area which lacks important public infrastructure necessary for the development of the Project. EDCO will construct, or has constructed, such public infrastructure, some of which will primarily benefit the Project (the "Project Improvements"), and some improvements are of an area-wide nature which will benefit all development in the general area (the "Area Improvements"). All such public improvements to be constructed, or already constructed, by EDCO are identified and categorized in Exhibit "D" of the Initial Development Agreement. EDCO shall construct, or has constructed, all Project Improvements and Area Improvements in accordance with the Existing Development Approvals and the Schedule of Performance. In consideration of the foregoing, notwithstanding any provision herein to the contrary, with respect to the timing of construction of the public infrastructure, City shall retain the right to condition any Future Development Approvals upon EDCO's dedicating necessary land for public improvements, paying the Developer Fees and Processing Fees, and/or constructing the required public infrastructure at such time as City shall determine, so long as the timing of the dedication, payment or construction is reasonably phased to be completed commensurate with the logical progression of the Project development as well as the reasonable usage needs of the public existing from time to time.

5.6 Standards of Public Improvement Construction. When EDCO is required by this Agreement and/or the Development Plan to construct any public improvements which will be dedicated to City or any other public agency upon completion, and if required by applicable laws to do so, EDCO shall perform such work in the same manner and subject to the same construction standards as would be applicable to the City or such other public agency should it have undertaken such construction work. In addition EDCO is aware of the laws of the State governing the payment of prevailing wages on public projects and will comply with same and will indemnify City in the event EDCO fails to do so.

5.7 Moratorium. Except as expressly provided in this Article 5, no subsequent City-imposed moratorium, ordinance, resolution, or other Land Use Regulation or limitation on the conditioning, rate, timing and sequencing of the development of the Project shall apply to or govern the development of the Project during the Term hereof, whether affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, occupancy permits or other entitlements to use issued or granted by City. In the event of any such subsequent action by City, EDCO shall continue to be entitled to apply for and receive Development

Approvals in accordance with the Existing Land Use Regulations, subject only to the exercise of the reservation of authority set forth in Article 11.

## **ARTICLE 6.0      OPERATIONAL CRITERIA AND PERFORMANCE STANDARDS**

6.1      Community Benefit Package. The MRF/TS will provide, or will continue to provide, the following services of special benefit to the community and the City:

(a)      Rate Freeze. The collection component of the trash haul contract rates for residents, including for multi-family units, was frozen for three (3) years.

(b)      Community-Wide Clean Up. EDCO shall cooperate with City in holding four (4) community-wide clean up days per year when all municipal waste collected from Signal Hill residents may be disposed of at the Facility without charge. Two (2) days will be curbside and two (2) days for bulky items on-call, such days to be scheduled so as to provide a total of four (4) separate dates for community-wide clean up.

(c)      Disposal and Recycling of City Refuse. All Refuse gathered from City facilities or from City operations may be deposited in the Facility without charge and shall be recycled to the fullest extent possible pursuant to the Act.

(d)      Redevelopment of Blighted Land Use. The Site has been undeveloped for decades and is in a blighted condition due to past oil field operations with former sumps, pipelines, abandoned and active oil wells, and environmental contamination. The Project will beneficially redevelop the Site by replacing blighted conditions with a state-of-the-art facility equipped with emission control systems that will protect the residents of the City from environmental impacts including, but not limited to, traffic congestion, noise, vectors, odor, and dust.

### 6.2      Performance Standards.

(a)      Air Quality and Odor Violations. EDCO shall construct and operate the MRF/TS in compliance with all requirements, recommendations, and best management practices (“BMPs”) for minimization and mitigation of air quality and odor impacts as detailed in Section 3.5 of the EIR, including but not limited to, compliance with all California Air Resources Board (“CARB”) and SCAQMD standards, rules, and regulations as described in that Section; implementation of the construction BMPs listed in Table 3.5-6 of the EIR including but not limited to pre-watering of soil prior to soil disturbances, use of dust suppressants to stabilize stockpiles, pre-watering of material prior to truck loading, and limitation of truck speeds and roadway cleaning, as described therein; implementation of the odor mitigation BMPs listed in Section 3.5.3.2 of the EIR, including but not limited to preparation of an Odor Management Plan for MRF/TSs, limitation of building openings to between 2 and 5 percent of the building walls, installation of a building misting system and fan system to control odors, and all of the other BMPs described therein. To minimize odors, EDCO will direct all Facility users to discharge waste and will conduct all recovery and processing inside the buildings so designated. EDCO will load all MMW having potential for causing odor into transfer trailers promptly after receipt. EDCO will not allow any waste to remain on Site for more than 48 hours. EDCO will make dust masks available to employees, customers and members of the public while they are inside the MRF/TS during extant dust conditions.

(b) Hazardous Materials Violations. EDCO shall operate the MRF/TS in compliance with all requirements, recommendations, and BMPs for minimization and mitigation of hazards and hazardous materials impacts as detailed in Section 3.6 of the EIR, including but not limited to, the methods for controlling vectors described in Section 3.6.3.2 of the EIR. EDCO shall comply with all mandatory project requirements and mitigation measures listed in Section 3.6.4 of the EIR, including but not limited to, abandonment of oil wells on the Site in conformance with the Oil Well Abandonment Procedures outlined in the City's Project Development Guide, preparation of a soil management plan, ceasing work until clearance from City if previously unknown wells or pipelines are discovered, preparation of a methane assessment within 30 days of completion of rough grading, review of previously abandoned oil wells to determine whether they comply with current abandonment regulations and re-abandonment of same in conformance with current regulations, performance of a Human Health Risk Assessment of soil collected during the limited soil investigation, completing a plan check from the County of Los Angeles before removal of any previously unknown underground storage tanks, obtaining a "Dig Alert" identification number two working days prior to commencement of excavation activities.

(c) Biological Resources Violations. EDCO shall implement the mitigation measure listed in Section 3.8.4 of the EIR to minimize impacts to biological resources, including avoiding impacts to active migratory bird nests and hiring of a biologist as required by the mitigation measure.

(d) Cultural Resources Violations. EDCO shall implement the mitigation measures listed in Section 3.9.4 of the EIR to minimize impacts to cultural resources, including but not limited to, hiring of an archaeologist and paleontologist to establish procedures to be taken if cultural or paleontological resources are encountered, stoppage of work and notification of City if such resources are encountered, and stoppage of work and notification of the County Coroner if human remains are encountered.

(e) Water Quality Violations. EDCO shall construct and operate the MRF/TS in compliance with all requirements, recommendations, and BMPs for minimization and mitigation of water quality impacts as detailed in Section 3.10 of the EIR. Specifically, EDCO shall comply with all provisions of Section 3.10.3.1 of the EIR, including but not limited to, compliance with all requirements of the most recent State Construction Activity General Permit ("NPDES") for storm water discharges associated with construction activity, submission of a Notice of Intent ("NOI") and fee payment to the Los Angeles Regional Water Quality Control Board ("LARWQCB") prior to commencement of construction activities, development of an acceptable Storm Water Pollution Prevention Program ("SWPPP") that implements controls to reduce pollutants in storm water discharges from the Project Site to the BAT/BCT performance standard, compliance with local regulations associated with the Regional Board's Municipal Storm Water Permit issued to Los Angeles County and co-permittees under NPDES No. CAS004001 and Waste Discharge Requirements Order No. 01-182, including the Standard Urban Storm Water Mitigation Plan ("SUSMP") and all implementing local ordinances and regulations for the control of storm water pollution from new development and redevelopment. EDCO shall implement the BMPs listed in Section 3.10.3.2 of the EIR, including but not limited to, preparation of a SWPPP and Monitoring and Reporting Program, installation and implementation of silt fences, check dams, storm drain inlet protection, designated construction access points, concrete washout pits, on-site dust control, street sweeping, and all other requirements in that section. EDCO shall

implement the treatment control BMPs, the source control BMPs, and the long-term BMP operations and maintenance requirements as described in EIR Section 3.10.3.3.

(f) Noise Violations. EDCO shall comply with existing City noise standards during construction and operation of the MRF/TS. Pursuant to Chapter 9.16 of the City Municipal Code, noise levels generated at the Facility shall not exceed seventy five (75) dB as measured at adjacent property lines. If the City receives more than one complaint that noise levels exceed such limit, the City may hire a certified acoustical engineer to measure Facility-related noise levels. EDCO shall be responsible to suspend or mitigate non-compliant noise if a violation is documented and reimburse the City for acoustical engineering costs. EDCO will cooperate with the Planning Director to address other substantiated noise complaints which can be mitigated through Reasonable Business Efforts. EDCO shall further use Reasonable Business Efforts to muffle all on-Site vehicles (including forklifts and loaders) operated by EDCO outside the confines of the building(s) on the Site.

(g) Litter and Pest Vector Standards. EDCO shall maintain the Facility and Site in a neat and orderly condition, unfavorable to rodents and insects, including cleanup of litter and debris on Site and along roads near the Site, at a minimum, daily, or as frequently as necessary to comply with this Article. EDCO will develop and implement a rodent and insect management program, including contracting with a professional pest control company to inspect the Facility on a periodic basis, no less often than once per month. In the event of apparent pest vector activity, within twenty-four (24) hours of City direction, EDCO shall implement vector control measures sufficient to remedy the vector nuisance.

### 6.3 Trucks and Traffic Performance Standards.

(a) Traffic Violations. Internal traffic circulation and ingress and egress from the MRF/TS shall comply with the Site Circulation Plan in Figure 3.3-3 of the EIR. Trucks en route to and departing from the MRF/TS shall follow the Off-Site Circulation routes shown in Figures 3.3-4 and 3.3-5 of the EIR. Employee shifts shall be scheduled so that employees do not arrive or depart during peak traffic hours, as detailed in Table 3.3-4 of the EIR.

(b) Access Corridors. EDCO shall enforce measures to ensure that the designated access corridors are utilized in connection with the operation of the MRF/TS. EDCO shall implement daily litter pick-up on Site, along adjacent properties, adjacent streets and along the designated transportation corridors, such that any litter resulting from EDCO's operation (including EDCO's customers delivering waste to the Site) will be removed. EDCO's obligation to cleanup debris in public right-of-ways and/or transportation corridors shall apply regardless of whether such debris was inadvertently spilled or intentionally dumped. The transportation corridors (with those designated for litter control) are as follows:

Willow Street — City limit to City limit

Spring Street — City limit to City limit (Litter Control Cherry to Atlantic)

Cherry Avenue — City limit to City limit

California Avenue — Willow Street to Spring Street (Litter Control)

Orange Avenue — Spring Street to 32nd Street (Litter Control)

Pacific Coast Highway — City limit to City limit.

(c) Traffic Queuing on City Streets. EDCO shall provide a level of services at the Facility such that City streets surrounding the Site shall be free of any queuing of vehicles entering or leaving the Facility other than occasional queuing and intermittent stoppages on 28th Street west of California Street which do not interfere with through traffic. EDCO shall manage vehicular queuing on 28th Street such that queue spillback shall not reach California Avenue. EDCO shall staff the Facility as needed to meet this performance standard and prevent interference with traffic circulation on all streets other than that portion of 28th Street immediately adjacent to the Site. EDCO will make Reasonable Business Efforts to ensure that each waste collection and delivery vehicle utilizing the MRF/TS is able to complete unloading at the Facility after no more than sixty (60) minutes, absent vehicle breakdown or driver negligence.

(d) Enclosure of Trucks. All EDCO waste collection vehicles to and from the MRF/TS will be adequately covered to eliminate spillage.

#### 6.4 Additional Operational Criteria.

(a) Rotation of Refuse. Refuse will be moved off-site within 48 hours of delivery.

(b) Lighting. All Site lighting shall be shielded to avoid off-site glare.

(c) Reclaimed Water. The MRF/TS shall be developed for and shall use reclaimed water when available.

(d) Green Building. In addition to the dust, odor and noise mitigations, EDCO intends to also utilize “green building” design concepts, including the use of recycled construction products, energy efficient environmental control systems and natural day lighting. EDCO shall work with Southern California Edison to obtain grants for solar power systems, variable speed motors and other energy efficiency measures. Additional mitigation measures derived from the CEQA process undertaken while entitling the Project will be included in the Agreements.

6.5 Remedies for Failure to Observe Performance Standards and Nuisance Violations. The failure to observe any above-stated performance standards or regulatory agency requirements, or the provision of poor public service, or the production of any nuisance condition will subject EDCO to administrative procedures, potential liquidated damages and, ultimately, termination, for severe and repeated violations.

(a) Complaints Received by City. Complaints received by the City regarding MRF/TS operations and EDCO performance will be transmitted by the Planning Director to EDCO via telephone, email or facsimile. EDCO shall investigate each complaint reasonably made, take corrective action and respond to the complaining party to the extent deemed necessary, and subsequently report any such action to the City by email. EDCO shall maintain a log of complaints received and corrective actions implemented in accordance with the requirements of the Facility’s

Solid Waste Facility Permit as enforced by a Local Enforcement Agency, which log shall be available for City inspection at the Facility during normal business hours.

(b) Complaints Received Directly by EDCO. EDCO shall also take corrective action on any public complaints reasonably made that are directly received by EDCO. Complaints received by EDCO and EDCO's corrective actions thereon shall also be entered into the log described in Subsection (a) above.

(c) City Investigation. In the absence of public complaint, the City may also initiate its own investigation of the Facility. If the City, based on its own observations or investigations, discovers any conditions violating the terms of this Agreement (including but not limited to failure to observe any above-stated performance standards or regulatory agency requirements, or the provision of poor public service, or the production of any nuisance condition), City shall include a written description of the violation to EDCO with a time to cure. EDCO shall investigate all problems so identified by the City and take corrective timely action thereon and include such complaints and corrective actions in the log and the email report to the City as described in Subsection (a) above.

(d) Nuisance Conditions. Repeated, substantiated complaints of, or continued conditions of, poor service quality, failure to observe above-stated performance standards, regulatory agency requirements, and/or nuisance conditions may be handled in the manner prescribed below. For purposes of this Section, the term "nuisance conditions" shall include, but is not limited to, the following:

(1) Traffic queuing on City streets (other than minimal queuing on 28th Street) and/or recurrent failures to meet standards for vehicular circulation onto, through and away from the Site as required by Section 6.3;

(2) Debris and litter attributable to EDCO's operations and customers found in the immediate surrounding area near the Facility and along immediate access routes, traffic corridors and public rights-of-way as required by Section 6.3;

(3) Poor maintenance of EDCO trucks;

(4) Violations of safety standards required under Applicable Law or by the Agreements;

(5) Use of unqualified or incompetent employees by EDCO;

(6) Failure to operate a "visitor education program" as required by the Operations Agreement;

(7) Odors exceeding those limits stated in the conditions of approval applicable to the Project, Section 6.2(a) hereof, and/or the EIR;

(8) Violations of the City's noise ordinance and other noise-related requirements found in the conditions of approval applicable to the Project, Section 6.2(f) hereof, the EIR or Applicable Law;



(9) Any failure to maintain landscaping at the Site in an attractive and professional manner;

(10) Any failure to repair, reconstruct or repaint any structure(s) which have been damaged or have deteriorated, regardless of whether such deterioration is due to poor maintenance or through the course of normal wear and tear;

(11) Any similar recurrent violation of the performance standards or operational obligations stated in the Operations Agreement;

(12) Failure to operate centers for HHW processing (contingent on available governmental funding therefor), a Buyback/Recycling Center, or otherwise comply with the scope of operations and receiving hours described in the Operations Agreement and the Scope of Development at Exhibit B hereto;

(13) Any enforcement action taken by a Local Enforcement Agency that requires closure of the Facility for any 24-hour period and/or requires a judicial or administrative remedy prior to re-opening the Facility;

(14) Knowingly accepting waste that is not permitted at the Facility in contravention of Applicable Law, EDCO's permits or the Agreements;

(15) Closure of the Facility in violation of this and other Agreements;

(16) Misconduct with respect to scale operations, knowingly misrepresenting measurements or persistent violations of Applicable Laws governing weights and measures;

(e) Notice of Violation. The Parties acknowledge that the above-listed violations are further defined in the Operations Agreement. Violations listed in Section 6.5(d) above, as items (1) through (11) shall be deemed "minor" in nature, while violations in categories (12) through (16) shall be considered "major." Repeated violations in any minor category may become major violations for purposes of this Agreement. Initially, when the Planning Director or a designated enforcement officer observes a violation, a verbal warning shall be given to the EDCO official or employee managing Facility operations. If the violation is thereafter repeated and, in the opinion of the City's Planning Director or designated enforcement officer, EDCO has not taken timely, effective action to correct the violation and prevent its repetition, then the Planning Director or designated enforcement officer may issue a written notice of violation (the "Notice of Violation") describing the violation, the period in which EDCO is required to cure the violation and a warning that continued violations can be subject to liquidated damages.

(f) EDCO's Right To Contest. Within five (5) business days after receiving the Notice of Violation, EDCO may submit a written response (the "Response") to the Notice of Violation to the Planning Director. The Planning Director shall review EDCO's Response and may further investigate the Facility. The Planning Director shall make a final determination regarding the Notice of Violation and the Planning Director shall deliver to EDCO a written conclusion concerning the Notice of Violation. Additionally, at the election of either Party, the Parties may meet to develop a written corrective action plan ("Correction Plan") to prevent further occurrence

of the problematic conditions established in the Notice of Violation. The Correction Plan shall be finally prepared by the City (or, at the election of the City, by EDCO) within ten (10) business days after the meeting between the Planning Director and/or City Manager designee and EDCO. The Correction Plan may include additional procedures, as deemed necessary by the Planning Director and/or City Manager designee, to assure that in the future the Facility will be operated in compliance with this Agreement.

(g) Liquidated Damages. If a second Notice of Violation is issued for any minor violation after an initial verbal warning and thereafter the issuance of a written Notice of Violation that is not withdrawn pursuant to Subsections (e) or (f) above, then liquidated damages may thereafter be assessed against EDCO (as liquidated damages and not a penalty) by the Planning Director and/or City Manager designee in the amount of \$250 for every day the condition persists. Further, if the minor violation for which liquidated damages were assessed recurs on three (3) or more days within a 60-day period following any assessment of liquidated damages, then starting on the fourth (4th) day that such violation either persists or recurs the amount of liquidated damages shall increase to \$500 per day; minor violations subject to this escalation must be of the same type or category in order for enhanced liquidated damages to apply. In the event of a major violation, damages shall not be ascertained in an amount of \$250, but rather the sum assessed shall be \$500 per occurrence from the initial major violation.

(h) Basis for Liquidated Damages. The Parties further recognize that if EDCO continues to fail to observe its Performance Standards, fails to prevent and remediate nuisance conditions, or fails to cooperatively undertake the procedures required by this Section 6.5 in a timely manner, the City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City and its citizens will suffer. Therefore, the Parties agree that the liquidated damages established herein represent a reasonable estimate of the amount of such damages for such specific violations, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions prior to entering this Agreement.

EDCO Initials \_\_\_\_\_ City Initials \_\_\_\_\_

The provisions of this Section 6.5 correspond to the Operations Agreement, Section 5.5. The commencement of remedial procedures under either this Section 6.5 or Operations Agreement Section 5.5 will be coterminous with the commencement of the same procedures under the other agreement, such that there will be no duplication of remedial procedures between the two agreements.

(i) Further Remedies For Severe Or Persistent Violations. The provisions of Subsections (g) and (h) above are intended to give the Parties a remedy under this Agreement short of termination or default; however, should EDCO's violations be severe and repetitive or otherwise not reasonably subject to correction through liquidated damages, the Planning Director may, in his sole discretion, institute the procedures set forth in Article 12 hereof

6.6 No Waiver Of City's Police Powers Or Legal Rights. Nothing in this Agreement is intended to limit the power and ability of the City or any Local Enforcement Agency to initiate administrative and/or judicial proceedings for the abatement of nuisance conditions or violations of any applicable law. Nothing herein shall waive or limit any other legal rights or recourses the City may have in response to EDCO's repeated, material violations of performance standards or failure to mitigate nuisance conditions.

6.7 Governance and Rate Setting. EDCO shall be permitted to set its own rates for various classes of customers of the MRF/TS in a manner which makes usage of the MRF/TS competitively attractive. EDCO shall set equal rates for equal service for all existing and future haulers operating within the City under an agreement granted by the City.

## **ARTICLE 7.0        HOST FEES**

7.1 Advance of Host Fees. Upon the effective date of the initial Development Agreement, EDCO deposited into City's bank account a deposit of One Million Dollars (\$1,000,000), which was a prepayment of Host Fees ("Host Fee Deposit"). After the first year of operations and in subsequent years thereafter, the Host Fee was drawn down against the Advance until the Advance balance was depleted.

7.2 Host Fees Calculations. The Facility will process up to 2,500 tons per day at an annual rate up to 912,500 tons. Upon the Effective Date of this Agreement, and every operating year thereafter until the termination or expiration of the Agreements, EDCO shall pay a Host Fee to the City based on the inbound tonnage of all solid waste of any nature whatsoever received and processed at the Facility based on a maximum capacity up to 2,500 tons per day, at the following rates: (i) Two (2%) percent of all the Operational Revenue for processing a minimum of 100,000 tons; (ii) Two (2%) percent of all the Operational Revenue for processing between 100,001 and 150,000 tons; (iii) Three (3%) percent of all the Operational Revenue for processing between 150,001 and 300,000 tons; and (iv) Five (5%) percent of all the Operational Revenue between 300,001 and 547,500 tons; and (v) Five (5%) percent of all the Operational Revenue for processing between 547,501 tons and 912,500 tons. Payments shall be made quarterly in arrears.

7.3 Time of Determination and Payment. Within thirty (30) days following each quarter of any Operational Year, EDCO shall provide City with a Quarterly Statement with the following: (i) a certified statement of tonnage processed in the quarter; (ii) a certified statement of revenue received in the quarter, (iii) a certified Statement of Host Fees earned by City; (iv) an Annual Statement showing the aggregate Host Fees earned for the Operational Year; (v) a comparison with the prior Operational Year by quarters; and (vi) payment of the Host Fees earned during the prior quarter. A separate annual statement shall be submitted concurrently with the last quarterly statement (except that City may coordinate the annual statement with its fiscal budget year). City may audit any of the foregoing statements per Section 8.4.

7.4 Most Favored Nation Provision. It is the intent of the Parties that, for so long as EDCO retains the right to operate a MRF/TS within the City, Host Fees shall be periodically reviewed and kept comparable to the highest prevailing Host Fees for comparable facilities within the market area, which shall be referred to as the "Most Favored Nation Provision," to include: (i)

a geographical market area within thirteen (13) miles of the MRF/TS except within Orange County where the geographical area shall be limited to within ten (10) miles of the MRF/TS; (ii) the facilities used as a basis of comparison must be determined by agreement of the Parties or through an independent study to be compelling; (iii) the review would occur in the 10th year and every five (5) years thereafter; (iv) no adjustment shall be made unless the discrepancy as compared to the highest rate is more than ten (10) percent; and (v) the adjustment shall be made to be equal to the highest rate identified during the period of review.

7.5 Facility Throughput Guaranty. Once it has received the Occupancy Permit and during the Term hereof so long as the Facility is operational, EDCO will use Reasonable Business Efforts to accept MMW in a quantity equating to at least One Hundred Thousand Dollars (\$100,000) in Host Fees payable to the City each Operational Year (the “Facility Throughput Guaranty”). This Facility Throughput Guaranty shall be in effect during any applicable period that Host Fees are paid to the City in the form of a draw-down on the \$1 million Host Fee Deposit, such that the Facility Throughput Guaranty shall be measured as a minimum One Hundred Thousand Dollars (\$100,000) draw-down from the Deposit each Operational Year commencing with the second Operational Year. The \$100,000 threshold of the Facility Throughput Guarantee shall be adjusted by an 8% increase once every five (5) years during the Term.

7.6 Shortfalls In Facility Throughput. If EDCO fails to meet the Facility Throughput Guaranty during an Operational Year, EDCO shall cure such shortfall by paying the City the difference between any Host Fee that was paid during the Operational Year and \$100,000. Any such shortfall paid to the City shall be deducted from Host Fees otherwise payable in subsequent Operational Years in excess of the Facility Throughput Guaranty. For example, if an Operational Year yields \$75,000.00 in Host Fees to the City, EDCO shall, at the end of such Operational Year, pay the City \$25,000.00 to make up the shortfall in the Facility Throughput Guaranty, and shall deduct \$25,000 from the next Host Fees in excess of the Facility Throughput Guaranty otherwise payable to the City.

## **ARTICLE 8.0 REPORTS AND MONITORING**

8.1 Reports During Development. To the extent applicable, EDCO will prepare quarterly written progress reports in a form approved by City describing commenced, on-going, and completed development of Project activities and compare such progress to the Schedule of Performance.

8.2 Transfer and Processing Report. Consistent with CIWMB guidelines, a Transfer and Processing Report (“TPR”) shall be developed and maintained on the Site. This shall include operating procedures for odor reduction, formulated and tested for effectiveness by first-hand experience at EDCO’s existing facilities, and will be in place from and followed from the first day of operation.

8.3 Records Retention. EDCO shall use every Reasonable Business Effort to maintain those operational, weighing and business records that are regularly kept in the course of business according to industry practice. Such records shall be retained for a period of not less than one year, or in accordance with Applicable Law, whichever period is longer. Records shall be maintained in

an organized and efficient fashion such that they are readily available upon City request pursuant to this Article.

(a) Host Fee Records. EDCO shall keep daily accurate and complete records of Facility operations with respect to vehicular weight and inbound MMW tonnage of any nature whatsoever. Such records shall be in paper, electronic, magnetic or other media in sufficient detail to allow the EDCO to calculate, and City to corroborate, the Host Fee, any damages and other amounts hereunder and to determine compliance with the provisions of this Agreement. All computations, records, files and reports, relating to Host Fee calculations possessed by EDCO shall be made available to the City for inspection and copying upon City request therefor or in connection with a "Periodic Financial Audit" or "Annual Monitoring Review." EDCO shall furnish such records and other materials to the City no later than ten days after request therefor. EDCO shall preserve its records and other materials for a period of five years; provided, it shall keep videotapes for a period no less than one year.

(b) Errors in Host Fee Payments. Should the Host Fee records described in Subdivision (a) above indicate that EDCO has underpaid any Host Fee to the City, the City shall send a written notice to EDCO describing such underpayment and, within seven (7) business days EDCO shall pay the shortfall in Host Fee plus a late fee equaling the amount of the shortfall.

8.4 Annual Monitoring Review. In addition to any provisions contained elsewhere in this Agreement or any other specific term herein providing for City investigations of the Site, the City may in good faith review EDCO's performance under this Agreement at least once during each twelve (12) month period from the Effective Date or any other date that the Parties mutually agree upon in writing to determine whether, on the basis of substantial evidence, EDCO has complied in good faith with terms or conditions of this Agreement. In the absence of such good faith compliance, the local agency may initiate the termination or modification of the Agreement, pursuant to the procedures set forth in Section 6.5 and/or Article 12.

(a) Cost of Review. The reasonable cost of the annual monitoring review shall be borne by EDCO and EDCO shall deposit such amount as shall be reasonably required by City to pay for such review within fourteen (14) business days after written notice from the City detailing the costs of review. Prior to each monitoring review, EDCO shall deliver to City such information reasonably requested by City demonstrating EDCO's good faith compliance with the terms of this Agreement and as required by the Existing Land Use Regulations.

(b) Conduct and Result of Review. The Planning Director may conduct the review administratively, or may cause the review to be conducted. If the Planning Director finds that EDCO has substantially complied with the terms and conditions of this Agreement, the review shall be concluded. If said Director finds and determines that EDCO has not substantially complied with the terms and conditions of this Agreement for the period under review, the Director may either (i) pursue the administrative remedies pursuant to Sections 6.5 and 6.6, or (ii) declare a default by EDCO in accordance with Article 12.

(c) Certificate of Compliance. If at the conclusion of a periodic review the City finds that EDCO is in substantial compliance with this Agreement, the City shall, upon request by EDCO, issue an Estoppel Certificate to EDCO in the form shown on Exhibit "C."

(d) Failure to Conduct Annual Review. The failure of the City to conduct the Annual Review shall not be an EDCO Default.

8.5 Periodic Financial Audits. City may also audit the tonnage, revenues and payments to the City at any time or may perform an additional audit based on the request of complainants, in its sole discretion. If City requests such an audit in addition to the annual audit provided by EDCO with payment of the Host Fees, City will pay for the cost of the tonnage audit unless the audit reflects a discrepancy (negative) greater than three percent (3%) of the Host Fees due to the City, in which case EDCO shall pay for such audit; provided that any such audit conducted in accordance with any Enhanced Performance Review shall be a part of the Enhanced Performance Review and paid for thereunder. In addition, in the event of an audit generated by complaints, if any violations or significant issues are identified, EDCO shall reimburse the City for any costs incurred in performing the audit; City recognizes that said financial data is confidential and proprietary to EDCO and, to the extent allowed by law, agrees to work cooperatively to ensure that such information will not be publicly disclosed.

8.6 Enhanced Performance Review. City may conduct one (1) Enhanced Performance Review in every five (5) year period following the Effective Date of this Agreement. EDCO will make a deposit to pay the total cost of the Annual and Enhanced Performance Review, and pay the actual cost therefore. EDCO shall fully cooperate with the Planning Director and his staff and consultants conducting the reviews. An Enhanced Performance Review may consider, at minimum, the following:

- (a) Any bona fide complaints received by the City about the approved operations, activities and events; and
- (b) Any negative impacts to the City, as identified by City staff, which have not been resolved with EDCO. Negative impacts may also include impacts upon municipal revenue(s); and
- (c) Violations of any of the performance standards under Article 6; and
- (d) Performance of a periodic audit per Section 8.4.

An Enhanced Performance Review may be undertaken administratively by the Planning Director, or by the City Council or such other authority as the City Council may direct. The Enhanced Performance Review will incorporate the same procedures and remedies outlined in Section 8.3(c) and (d).

8.7 City Inspection. In addition, the City shall have the right, but not the obligation, to informally observe and inspect Facility operations at any time. In connection therewith, City and its representatives authorized by the City Manager shall have the right to enter the Facility at any time and speak to the designated Facility manager or other person then in actual managerial control of the Site; such City representatives shall have access to the Facility at all times, provided that they shall comply with the EDCO's reasonable safety and security rules and shall not interfere with the work of EDCO or its subcontractors. Upon City request, EDCO shall make specified personnel available to accompany City employees on inspections. EDCO shall ensure that its employees cooperate with the City and respond to the City's inquiries. EDCO shall make

operational, weighing and business records available to the City during Facility receiving hours upon City request; EDCO shall provide City copies thereof at City's request.

8.8 Public Records Act. EDCO acknowledges and agrees that information submitted to the City pursuant to this Agreement may be subject to compulsory disclosure by the City upon request from a member of the public under the California Public Records Act, Government Code Section 7920.000, et seq. The City acknowledges and agrees that certain information which may be disclosed by EDCO or which EDCO may be required to submit pursuant to the Agreement may be considered as confidential, proprietary, or a trade secret by EDCO. The City agrees to protect the confidentiality of materials submitted to it to the extent permitted by Applicable Law including the Public Records Act. EDCO shall specifically and clearly designate all materials as "CONFIDENTIAL" which it wishes the City to treat in confidence and withhold from public disclosure to the extent permitted by Applicable Law, including the Public Records Act. The City agrees not to voluntarily disclose any materials so designated to persons other than officers, attorneys, employees and consultants of the City involved in financing, overseeing and operating the Facility.

(a) If the City receives a request from a third party to review and/or copy material designated as "CONFIDENTIAL" it will inform EDCO and will permit EDCO to present arguments and facts to the City in support of the position that the material is entitled to an exemption from disclosure under the Public Records Act and should not be released. EDCO acknowledges that City has ten (10) days to respond to any public records request and that any such argument and facts in support of EDCO's assertion of an exemption must be delivered to the City early enough to be considered by the City and incorporated by the City in its response to the party requesting documents.

(b) If the City determines that the material is not entitled to an exemption and that it must be released, the City will advise EDCO of such determination prior to releasing the material so that EDCO may seek a court order enjoining its release. If the City determines that the material is entitled to an exemption, and the person who requested the information files a legal action seeking its release, the City will advise EDCO and will not oppose a motion by EDCO to intervene in the action. Further, in such situation EDCO shall intervene in the action and indemnify and hold City harmless from all legal expenses incurred in defending the action as well as any attorneys' fees which may be awarded to such third party, and the City shall tender its defense to EDCO.

(c) Notwithstanding the foregoing, City shall have no liability for damages to EDCO due to the disclosure of any information which EDCO believes to be confidential or a trade secret.

## **ARTICLE 9.0      TRANSFER**

9.1 Definition of Transfer. As used in this Section, the term "Transfer" shall include any hypothecation, mortgage, pledge, or encumbrance of this Agreement or the Project by EDCO, subject to the exceptions set forth in Section 9.3 below. A Transfer shall also include the transfer to any person or group of persons acting in concert of more than thirty percent (30%) of the present equity ownership and/or more than thirty percent (30%) of the voting control of EDCO (jointly

and severally referred to herein as the “Trigger Percentages”), taking all transfers into account on a cumulative basis, except transfers of such ownership or control interest to an affiliate owned or controlled by the present beneficial owners of EDCO or members of their immediate family, or between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor’s immediate family. A transfer of interests (on a cumulative basis) in the equity ownership and/or voting control of EDCO in amounts less than Trigger Percentages shall not constitute a Transfer subject to the restrictions set forth herein. In the event EDCO or its successor is a corporation or trust, such Transfer shall refer to the transfer of the issued and outstanding capital stock of EDCO, or of beneficial interests of such trust; in the event that EDCO or any general partner comprising EDCO is a limited or general partnership or a limited liability company, such Transfer shall refer to the transfer of more than the Trigger Percentages in the limited or general partnership or limited liability company interest; in the event that EDCO or any general partner is a joint venture, such Transfer shall refer to the transfer of more than the Trigger Percentages of such joint venture partner, taking all transfers into account on a cumulative basis.

9.2 Transfers Require Approval. EDCO shall not Transfer this Agreement or any of EDCO’s rights hereunder, or any interest in the Site or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of City, and if so purported to be transferred, the same shall be null and void. EDCO will submit its request for City consent to the City together with documents, including but not limited to: (i) the transferee’s audited financial statements for at least the immediately preceding three (3) operating years; (ii) proof that the proposed transferee has municipal solid waste management experience on a scale equal to or exceeding the scale of operations conducted by EDCO; (iii) proof that in the last five (5) years, the proposed transferee has not suffered any citations or other censure from any federal, state, or local agency having jurisdiction over its waste management operations due to any significant failure to comply with federal, state, or local waste management law and that the transferee has provided the City with a complete list of such citations and censures; (iv) proof that the proposed transferee has at all times conducted its operations in an environmentally safe and conscientious fashion; (v) proof that the proposed transferee conducts its municipal solid waste management practices in accordance with sound waste management practices in full compliance with all federal, state, and local laws regulating the collection and disposal of waste, including hazardous waste; (v) proof that the transferee’s officers or directors have no criminal convictions constituting a default under Operations Agreement Article 8; and (vi) any other information required by the City to ensure the proposed transferee can fulfill the terms of the Agreements, including the payment of indemnities and damages and provision of bonds and/or performance standards, in a timely, safe, and effective manner.

9.3 Exceptions. The requirement to obtain City approval for a Transfer shall not apply to any of the following:

- (a) Any mortgage, deed of trust, sale/lease-back, or other form of conveyance for financing and any resulting foreclosure therefrom.
- (b) The granting of easements or dedications to any appropriate governmental City or utility or permits to facilitate the development of the Site.



(c) A sale or transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

(d) A sale or transfer to an affiliate of EDCO owned or controlled by the present beneficial owners of EDCO or members of their immediate family, or between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family.

9.4 Assumption of Obligations. No attempted Transfer of any of EDCO's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement in a form approved by the City assuming such obligations. Following any such assignment or Transfer of any of the rights and interests of EDCO under this Agreement, the exercise, use and enjoyment shall continue to be subject to the terms of this Agreement to the same extent as if the assignee or transferee were EDCO.

9.5 Release of EDCO. City's consent to a Transfer shall not be deemed to release EDCO of liability for performance under this Agreement unless such release is specific and in writing executed by City, which release shall not be unreasonably withheld. Upon the written consent of City to the complete assignment of this Agreement and the express written assumption of the assigned obligations of EDCO under this Agreement by the assignee, EDCO shall be relieved of its legal duty from the assigned obligations under this Agreement, except to the extent EDCO is in default under the terms of this Agreement prior to said Transfer.

9.6 EDCO to Pay Transfer Costs. EDCO will pay City its reasonable expenses for attorneys' fees and investigation costs necessary to investigate the suitability of any proposed transferee or assignee, and to review and finalize any documentation required as a condition for approving any such Transfer.

## **ARTICLE 10.0 AMENDMENT OF DEVELOPMENT AGREEMENT**

10.1 Initiation of Amendment. Either Party may propose an amendment to this Agreement.

10.2 Procedure. Except as set forth in Section 10.4 below, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance.

10.3 Consent. Except as expressly provided in this Agreement, no amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the Parties hereto and recorded in the Official Records of Los Angeles County.

10.4 Minor Modifications.

(a) Implementation of the Project may require minor modifications of the details of the Development Plan and performance of the Parties under this Agreement. The Parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. Therefore, non-substantive and procedural modifications of the Development Plan shall not require modification of this Agreement.

(b) A modification will be deemed non-substantive and/or procedural if it does not result in a material change in fees, intensity of use, permitted uses, the maximum height and size of buildings, the reservation or dedication of land for public purposes, or the improvement and construction standards and specifications for the Project.

(c) Notwithstanding the foregoing, City will process any change to this Agreement consistent with state law and will hold public hearings therein if so required by State law and the Parties expressly agree nothing herein is intended to deprive any party or Person of due process of law.

10.5 Effect of Amendment to this Agreement. The Parties agree that except as expressly set forth in any such amendment, an amendment to this Agreement will not alter, affect, impair, modify, waive, or otherwise impact any other rights, duties, or obligations of either Party under this Agreement.

10.6 Right to Revise This Agreement Before Effective Date Based On Other Agreements. The Parties expressly acknowledge that this Agreement is tied to the execution of the other Agreements such that this and other Agreements will address various phases and overlapping issues with regard to the Project. The Parties accordingly acknowledge that the terms of this Agreement may be amended at any time up to the Effective Date in order to achieve consistency between this Agreement and later-enacted Agreements. To the extent any later-negotiated Agreements contain terms on a particular subject matter that are more specific or more detailed with respect to that subject than generalized provisions contained herein, the more specific provisions shall prevail and be controlling.

**ARTICLE 11.0 LIMITATIONS ON AND RESERVATIONS OF AUTHORITY, INCLUDING FEES AND COSTS**

11.1 Later Enacted Measures. This Agreement is a legally binding contract which will supersede any statute, ordinance, or other limitation enacted after the Effective Date, except as provided in Section 11.2. Any such enactment which affects, restricts, impairs, delays, conditions, or otherwise impacts the implementation of the Development Plan (including the issuance of any Future Development Approvals or permits otherwise applicable to the Project) in any way contrary to the terms and intent of this Agreement shall not apply to the Project unless otherwise provided by State law.

11.2 Limitations, Reservations and Exceptions. Only the following Land Use Regulations adopted by City hereafter shall apply to and govern the development of the Site (“Reservation of Authority”):

- (a) Existing Land Use Regulations and Existing Development Approvals.

(b) Future Regulations. Future Land Use Regulations which (i) are not in conflict with the Existing Land Use Regulations, or (ii) are in conflict with the Existing Land Use Regulations but the application of which to the development of the Site has been consented to in writing by EDCO.

(c) State and Federal Laws and Regulations. Where state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, those Agreement provisions shall be modified, through revision or suspension, to the extent necessary to comply with such state or federal laws or regulations.

(d) Regulation of Integrated Waste Facilities. Any Future Land Use Regulation permitted by the Act or any successor statute which is a BMP and would reduce Project impacts on users and surrounding land uses.

(e) Public Health and Safety/Uniform Codes. Including the following:

(1) Adoption Automatic Regarding Uniform Codes. Future Land Use Regulations or amendments to Existing Regulations adopted by the City which are uniform codes and are based on recommendations of a multi-state professional organization and become applicable throughout City, such as, but not limited to, the Uniform Building, Electrical, Plumbing, Mechanical, or Fire Codes.

(2) Adoption Regarding Public Health and Safety/Uniform Codes. Future Land Use Regulations adopted by the City respecting public health and safety which are applicable throughout City, which are applicable to a significant number of businesses in the City, which are not directed exclusively or even primarily against EDCO, which result from findings by City that failure to adopt such Future Land Use Regulations would result in a serious condition injurious or detrimental to the public health and safety and that such Future General Regulations are reasonably necessary and limited to correct or avoid such injurious or detrimental conditions and/or correct conditions of nuisance or public complaint.

(3) Adoption Automatic Regarding State and Regional Programs. Future Land Use Regulations or amendments to Existing Land Use Regulations adopted by the City which are regional codes and are based on recommendations of a state, county or regional organization and become applicable throughout the region.

11.3 Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not within the control of City possess authority to regulate aspects of the development of the Site separately from or jointly with City and this Agreement does not limit the authority of such other public agencies nor does it in any form create a responsibility for City.

11.4 Limitation. City shall not, without the prior written consent of EDCO, impose any additional fees, taxes or assessments on all or any portion of the Project, whether as a condition to a Future Development Approval or otherwise, except such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Plan. This Agreement shall not prohibit the application of fees, taxes or assessments as follows:

(a) EDCO shall be obligated to pay those fees, taxes or assessments which exist as of the Effective Date and any increases or decreases in same as adopted by the City Council and imposed on a City-wide basis.

(b) EDCO shall be obligated to pay any fees or taxes imposed on a City-wide basis which are not related to construction or development activities, such as business license fees or taxes and utility taxes which are not directed exclusively or even primarily against EDCO; for purposes of this Subsection (b), a tax will be deemed as “directed exclusively or even primarily against EDCO” where EDCO’s tax payments account for at least 50% of the total pool of tax funds for that particular tax.

(c) EDCO shall be obligated to pay all fees applicable to a permit application as charged by the City at the time such application is filed by EDCO.

(d) EDCO shall be obligated to pay any fees, taxes or assessments which are imposed on a City-wide basis or area-wide basis such as a utility tax, landscape or lighting assessment, or a community services assessment so long as the tax, fee or assessment was not directed exclusively or even primarily against owners, lessees, businesses, residents or occupants of the Project and which is also applicable to other businesses on a uniform basis in the City.

(e) EDCO shall be obligated to pay any fees as imposed pursuant to any assessment district established within the Project; and consented to by EDCO, or pursuant to any other agreement entered into by EDCO or otherwise proposed or consented to by EDCO.

(f) EDCO shall be obligated to pay any fees taxes or assessments which were imposed as a condition of the Existing Approvals, including this Agreement.

11.5 Payment of Costs of Agreement. As part of EDCO’s Costs, EDCO shall be responsible for City’s costs of preparing, processing and publishing this Agreement pursuant to the terms of the Reimbursement Agreement.

**ARTICLE 12.0      ENFORCEMENT: CONSTRUCTION DEFAULT, REMEDIES AND TERMINATION**

12.1 Rights of Nondefaulting Party after Default. The Parties acknowledge that both Parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a default (as defined in Section 12.2 below) or to enforce any covenant or agreement herein. Before this Agreement may be terminated or action may be taken to obtain judicial relief the Party seeking relief for a default (“Nondefaulting Party”) shall comply with the notice and cure provisions of Section 12.2.

12.2 Notice of Default and Opportunity to Cure. A Nondefaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other Party (“Defaulting Party”) in its performance of a material duty or obligation of said Defaulting Party under the terms of this Agreement. However, the Nondefaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by Defaulting Party to cure such breach or failure (“Default Notice”). The Defaulting Party shall be deemed in “default” under this

Agreement, where: (i) said breach or failure can be cured, but the Defaulting Party has failed to fully cure within thirty (30) days after the date of the Default Notice (subject to the provisions below), or (ii) a monetary default remains uncured for ten (10) days (or such lesser time as may be specifically provided in this Agreement).

(a) Non-Monetary Defaults; Longer Cure Period. The Defaulting Party on a non-monetary default shall not be deemed in breach of this Agreement, and such default shall be waived, if such non-monetary default cannot reasonably be cured within the above-prescribed thirty-day period, and as long as the Defaulting Party does each of the following:

(1) Notifies the Nondefaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;

(2) Notifies the Nondefaulting Party of the Defaulting Party's proposed cause of action to cure the default;

(3) Promptly commences to cure the default within the thirty (30) day period;

(4) Makes periodic reports to the Nondefaulting Party as to the progress of the program of cure; and

(5) Diligently prosecutes such cure to completion.

(b) Termination Upon Default. Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any default, or fail to diligently pursue such cure as prescribed above, the Nondefaulting Party may, in its discretion, provide the Defaulting Party with a written notice of intent to terminate this Agreement and other Agreements ("Termination Notice"). The Termination Notice shall state that the Nondefaulting Party will elect to terminate the Agreement and such other Agreements as the Nondefaulting Party elects to terminate within thirty (30) days and state the reasons therefor (including a copy of any specific charges of default) and a description of the evidence upon which the decision to terminate is based. The Agreements to be terminated may include, without limitation, the DDA, Operations Agreement, and development approvals, excepting that a default or termination of this Agreement shall under no circumstances warrant a termination of the Trash Hauling Contract. Once the Termination Notice has been issued, the Nondefaulting Party's election to terminate Agreements will only be waived if (i) the Defaulting Party fully and completely cures all defaults prior to the date of termination, or (ii) pursuant to Section 12.5, below.

(c) EDCO Hearing Opportunity Prior to Termination. If EDCO is the Defaulting Party pursuant to Section 12.2(b), above, then the City's Termination Notice to EDCO shall additionally specify that EDCO has the right to a hearing prior to the City's termination of any Agreements ("Termination Hearing"). The Termination Hearing shall be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963. At said Termination Hearing, EDCO shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence

presented in favor of termination. Based upon substantial evidence presented at the Termination Hearing, the Council may, by adopted resolution, act as follows:

(1) Decide to terminate this Agreement and all other Agreements, except the Trash Hauling Contract; or

(2) Determine that EDCO is innocent of a default and, accordingly, dismiss the Termination Notice and any charges of default; or

(3) Impose conditions on a finding of default and a time for cure, such that EDCO's fulfillment of said conditions will waive or cure any default.

Findings of a default or a conditional default must be based upon substantial evidence supporting the following two findings: (i) that a default in fact occurred and has continued to exist without timely cure, and (ii) that such default has, or will, cause a material breach of this Agreement and/or a substantial negative impact upon public health, safety and welfare, the environment, the City or the financial terms established in the Agreements, Facility operations, or such other interests that the City and public may have in the Facility.

12.3 Waivers. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter. Once the City and EDCO have approved all of the Agreements and Development Approvals, EDCO shall be deemed to have waived any claim that any condition of the Development Approvals is improper or that the approval constitutes a breach of the provisions of this Agreement.

12.4 Construction of Development Agreement. The language of this Agreement shall be construed as a whole and given its fair meaning. The captions of the sections and subsections are for convenience only and shall not influence construction. This Agreement shall be governed by the laws of the State of California. This Agreement shall not be deemed to constitute the surrender or abrogation of the City's governmental powers over the Site.

12.5 Severability. If any provision of this Agreement is adjudged invalid, void or unenforceable, that provision shall not affect, impair, or invalidate any other provision, unless such judgment affects a material part of this Agreement in which case the parties shall comply with the procedures set forth in Section 13.3(b).

12.6 Venue. In the event of any legal proceeding arising from the terms of this Agreement, venue shall be the State of California, in the County of Los Angeles.

12.7 Attorney's Fees. If either Party to this Agreement is required to initiate or defend a court action or proceeding brought by the other Party, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued

on commencement of such action and shall be enforceable whether or not such action is prosecuted.

12.8 Time of Essence. Time is of the essence in the performance of the provisions of this Development Agreement as to which time is an element; and the resolution of any dispute which may arise concerning the obligations of EDCO and City as set forth in this Agreement.

12.9 Force Majeure. The time within which EDCO or the City shall be required to perform any act under this Development Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, natural disasters, Acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental action, inaction or restriction, initiative or referendum, moratoria, processing with governmental agencies other than City, unusually severe weather, or any other similar causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if written notice by the Party claiming such extension is sent to the other Party within thirty (30) days of knowledge of the commencement of the cause. Any act or failure to act on the part of a Party shall not excuse performance by that Party.

12.10 Notice.

(a) To EDCO. Any notice required or permitted to be given by the City to EDCO under this Agreement shall be in writing and (i) delivered personally to EDCO or (ii) mailed with postage fully prepaid, registered or certified mail, return receipt requested, or (iii) deposited with a recognized overnight courier service, addressed as follows:

President  
EDCO Transport Services, LLC  
6670 Federal Blvd.  
Lemon Grove, CA 91945

or such other address as EDCO may designate in writing to the City.

(b) To the City. Any notice required or permitted to be given by EDCO to City under this Agreement shall be in writing and (i) delivered personally to the City Manager, (ii) mailed with postage fully prepaid, registered or certified mail, return receipt requested, or (iii) deposited with a recognized overnight courier service, addressed as follows:

City Manager  
City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90755-3799

Copy to: Best Best & Krieger, LLP.  
18101 Von Karman Avenue, Suite 1000  
Irvine, CA 92612

Attn: Matthew Richardson, City Attorney or such other address as the City may designate in writing to EDCO.

Notices provided pursuant to this Section shall be deemed received at the date of delivery as shown on the affidavit of personal service or the Postal Service or overnight courier receipt.

12.11 Interest on Monetary Default. In the event EDCO fails to perform any monetary obligation under this Agreement, EDCO shall pay interest thereon at the rate of ten percent (10%) per annum from and after the due date of said monetary obligation until payment is actually received by City.

12.12 Rights and Duties Following Termination. Upon the termination of this Agreement, no Party shall have any further right or obligation hereunder and neither Party shall be entitled to damages arising from the breach or default of this Agreement or the termination hereof, except as follows:

(a) Prior to the Issuance of Building Permits. If this Agreement is terminated at any time prior to the issuance of building permits (excluding grading permits) for the Facility due to (i) EDCO's discretionary determination of financial infeasibility, or (ii) due to City's uncured default, then the City may recover all the costs that have been paid to it under the Reimbursement Agreement, including but not limited to all funds paid to it pursuant to Section 2 of the Reimbursement Agreement (the "Developer Deposit"), but EDCO will be entitled to all unexpended funds from the Developer Deposit as well as any Host Fee advancement which has been paid to the City pursuant to Section 7.1 hereof. If, however, this Agreement is terminated pursuant to EDCO's uncured default prior to issuance of building permits (excluding grading permits) for the Facility, then City shall be entitled to retain all unexpended Developer Deposit paid to the City and retain the Advance.

(b) Termination After Issuance of Building Permits, But Before Commencement of Operations. If this Agreement is terminated for any reason after the issuance of building permits (excluding grading permits) for the Facility, the following shall apply: (i) in the event of a default by EDCO, the City shall retain the Developer Deposit and the Advance, and (ii) in the event of a default by City, EDCO shall be entitled to recover all unexpended portions of the Developer Deposit and all portions of the Advance that have not been drawn-down against Host Fees earned by the City pursuant to Section 7.1 hereof.

(c) Remainder of Term. If this Agreement is terminated for any reason, the City shall remain entitled to retain or collect (i) all the costs identified in Sections 12.12(a) and 12.12(b), above, as well as (ii) any Host Fees due and owing to the City as of the date of termination, plus (iii) any Host Fees accruing from operations of the Facility after the date of termination so long as the Facility is in operation, and (iv) any amount of Host Fee Advance that has not been drawn-down (unless the City is the Party in default).

(d) Liquidated Damages & Costs Established in DDA, Operating Agreement or Trash Hauling Contract. After termination of this Agreement, both Parties shall remain liable for all costs, reimbursements and damages that may be applicable through the DDA, Operating Agreement, or Trash Hauling Contract, as well as any liquidated damages that have accrued



pursuant to Section 6.5 of this Agreement; nothing herein is intended to waive or limit the remedies available to either Party upon breach, termination or default of those Agreements.

(e) Survival. All indemnity obligations set forth herein shall survive termination of this Agreement.

12.13 Crossdefault. In the event that the City Council, following a hearing on an EDCO default pursuant to Section 12.2(c) hereof, determines to terminate this Agreement as a remedy for such default, such determination shall concurrently cause termination of the DDA, and the Operations Agreement, except as the City Council shall otherwise direct by resolution.

## **ARTICLE 13.0 INDEMNITY AND ENVIRONMENTAL LIABILITY**

13.1 Indemnity Obligations. EDCO will be required to protect, defend, indemnify and hold harmless City, Agency and their elected officials, officers, employees, volunteers and agents (“Indemnified Parties”) from and against any and all Claims or Litigation, in addition to EDCO’s indemnity obligations with regard to Hazardous Material set forth in Section 13.2(c). Such indemnification shall not cover any Claim or Litigation due to the extent of the negligence or willful acts of the Indemnified Parties or the Indemnified Parties have received compensation from an insurance carrier for the full amount of such Claim. Such indemnification shall be limited to Claims or Litigation resulting directly from EDCO’s services and obligations under the terms of the Agreements and will survive the termination of the Agreements.

### 13.2 Condition of Site and Site Operations.

(a) Disclaimer of Warranties Concerning the Site including the Agency Parcel. EDCO understands and agrees that the Site including the Agency Parcel is in an “AS-IS” condition and that EDCO shall be responsible for addressing at its expense the physical, environmental and geotechnical condition of the Site, and the existence of any contamination, Hazardous Materials, debris, or other structures located on, under or about the Site or Agency Parcel to the extent necessary to develop and operate the Facility without giving rise to significant negative environmental impacts or public safety hazards. On EDCO’s behalf, the City has entered into an agreement with the State Office of Environmental Health Hazards (“OEHHA”) to conduct an environmental health risk assessment of the entire Site, not just the Agency Parcel, which assessment is being conducted by Dr. Susan Mearns, and which assessment is being paid for by EDCO through the Reimbursement Agreement. As a result of the retention of Dr. Mearns on EDCO’s behalf for the Site’s environmental health risk assessment, EDCO agrees to the following: (i) to protect, defend, indemnify and hold harmless City, Agency and Indemnified Parties from and against any and all Claims and Litigation arising out of or resulting in any way from Dr. Mearns’ performance of the environmental health risk assessment, regardless of whether such Claims or Litigation arise from, or are related to, bodily or psychological injury, property damage, monetary devaluation, environmental and geotechnical conditions, or the existence of any contamination, Hazardous Materials, debris, or other structures located on, under or about the Site or Agency Parcel; and (ii) to grant Dr. Mearns and or OEHHA agents acting on her behalf a temporary license to enter the EDCO Parcel for all purposes of duly conducting the environmental health risk assessment. All actual remediation work will be performed by EDCO as a part of the Project. City makes no representation or warranty concerning (i) the physical, environmental,

geotechnical or other condition of the Site, or of the Agency Parcel, (ii) the suitability of the Site or Agency Parcel for the Project, or for the proposal use of the Site or Agency Parcel; (iii) that OEHHA will issue any approval concerning the Project or (iv) that any report or approval issued by OEHHA will insulate EDCO from future environmental liability. The City is simply acting as a facilitator for the Project, and will share all documentation with EDCO, but EDCO must employ appropriate consultants and conduct its own due diligence. City specifically disclaims all representations or warranties of any nature concerning the Site or Agency Parcel made by it, City or its employees, agents and representatives. The foregoing disclaimer includes, without limitation, topography, climate air, water rights, utilities, present and future zoning, soil, subsoil, existence of Hazardous Materials or similar substances, the purpose for which the Site is suited, or drainage. City makes no representation or warranty concerning the compaction of soil, nor of the suitability of the soil for construction.

(b) Hazardous Materials. EDCO understands and agrees that in the event EDCO incurs any loss or liability concerning Hazardous Materials (as hereinafter defined) and/or oil wells and/or underground storage tanks and/or pipelines whether attributable to events occurring prior to or following the Effective Date of this Agreement, then EDCO may look to current or prior owners of the Site, but under no circumstances shall EDCO look to City or Agency for any liability or indemnification regarding Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines. EDCO, and each of the entities constituting EDCO, if any, hereby waives, releases, remises, acquits and forever discharges and its officers, employees, and agents of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Site, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials therefrom, whether existing prior to, at or after the Certificate of Completion. It is the intention of the Parties pursuant to this release that any and all responsibilities and obligations of City or Agency and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of EDCO, its successors, assigns or any affiliated entity of EDCO, arising by virtue of the physical or environmental condition of the Site, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material therefrom, are by this Release provision declared null and void and of no present or future force and effect as to the Parties. In connection therewith, EDCO and each of the entities constituting EDCO, expressly agree to waive any and all rights which said Party may have under Section 1542 of the California Civil Code which provides as follows:

**“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”**

EDCO Initials \_\_\_\_\_ City Initials \_\_\_\_\_

(c) Indemnity. In addition to its indemnity obligations in Section 13.1, EDCO shall indemnify, protect, defend, and hold harmless the Indemnified Parties from and against any

and all Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting at any time from the release or threatened release of any Hazardous Materials of any kind whatsoever, in, on or under the Site at any time after construction of Site improvements and whether arising due to construction or thereafter, due to Facility operations, and including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys' fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising therefrom, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties are the result of a violation or an alleged violation of any Environmental Law. EDCO further agrees that in the event it obtains, from former or present owners of the Site or any other persons or entities, releases from liability, indemnities, or other forms of hold harmless relating to the subject matter of this Section, EDCO shall use its diligent efforts to obtain for City the same releases, indemnities and other comparable provisions.

(d) Definitions. For purposes of this Section 13.2, the following terms shall have the following meanings.

(1) "Environmental Claim" means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Site or its operations and arising or alleged to arise under any Environmental Law.

(2) "Environmental Cleanup Liability" means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Site, including the ground water thereunder, including, without limitation, (i) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (ii) any cost, expense, loss or damage incurred with respect to the Site or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

(3) "Environmental Compliance Cost" means any cost or expense of any nature whatsoever necessary to enable the Site to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Site is capable of such compliance.

(4) "Environmental Law" means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

(5) “Hazardous Material” is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term “Hazardous Material” includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a “hazardous waste,” “extremely hazardous waste” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (iii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iv) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (v) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (vi) “used oil” as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (ix) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a “toxic pollutant” pursuant to the Federal Water Pollution Control Act, 33 U.S.C. Section 1317; (xi) defined as a “hazardous waste” pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. § 6903); (xii) defined as a “hazardous substance” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. (42 U.S.C. § 9601); (xiii) defined as “Hazardous Material” pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq.; or (xiv) defined as such or regulated by any “Superfund” or “Superlien” law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect.

### 13.3 Third-Party Litigation.

(a) Non-liability of City. As set forth above, City has determined that this Agreement is consistent with the General Plan and that the General Plan meets all of the legal requirements of state law. The Parties acknowledge that:

(1) In the future there may be challenges to legality, validity and adequacy of the General Plan; and

(2) If successful, such challenges could delay or prevent the performance of this Agreement and the development of the Property.

In addition to the other provisions of this Agreement, including, without limitation, the provisions of this Article 13, City shall have no liability under this Agreement for any failure of City to perform under this Agreement or the inability of EDCO to develop the Project as contemplated by the Development Plan or this Agreement as the result of a judicial determination

that on the Effective Date, or at any time thereafter, the General Plan, the Land Use Regulations, this Agreement, or portions thereof, are invalid or inadequate or not in compliance with law.

(b) Revision of Land Use Restrictions. If for any reason the General Plan, Land Use Regulations, this Agreement or any part thereof is hereafter judicially determined as provided above to be not in compliance with the State or Federal Constitutions, laws or regulations and if such noncompliance can be cured by an appropriate amendment thereof otherwise conforming to the provisions of this Agreement, then this Agreement shall remain in full force and effect to the extent permitted by law. The Development Plan and this Agreement shall be amended, as necessary, in order to comply with such judicial decision.

(c) Participation in Litigation; Indemnity. EDCO agrees to indemnify City and its elected boards, commissions, officers, agents and employees and will hold and save them and each of them harmless from any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations and expenses (including but not limited to attorneys' fees and costs) against the City and/or Agency for any Claims or Litigation which arise during the Term of this Agreement arising from EDCO's occupancy of or activities on the Parcels. City shall promptly provide EDCO with notice of the pendency of any such Claims or Litigation for which EDCO has responsibility under this Article 13, and request that EDCO defend the same. If City fails promptly to notify EDCO of any such Claims or Litigation or fails to cooperate fully in the defense thereof, EDCO shall not, thereafter, be responsible to defend, indemnify, or hold harmless City. EDCO may utilize the City Attorney's office or use legal counsel of EDCO's choosing, but shall reimburse City for any necessary legal cost incurred by City. If EDCO fails to do so, City may defend the Claims or Litigation and EDCO shall pay the cost thereof, but if City chooses not to defend the Claims or Litigation, it shall have no liability to EDCO. EDCO's obligation to pay the defense cost shall extend until judgment and thereafter through any appeals. In the event of an appeal, or a settlement offer, the Parties will confer in good faith as to how to proceed and the resolution of any such appeal and the Parties' response to any such settlement offer shall require the consent of both Parties, which consent shall not be unreasonably withheld. Notwithstanding the foregoing however, City shall have the unilateral right to settle such Claims or Litigation brought against it in its sole and absolute discretion at any time after the elapse of two (2) years from the filing of a court action on any Claims or Litigation and EDCO shall remain liable hereunder for the Claims and Litigation provided that (i) if the settlement would reduce the density or intensity of the Project by thirty-three percent (33%) or more, and (ii) EDCO opposes the settlement, then if City still unilaterally determines to settle such Claims or Litigation, then City shall be responsible for its own litigation expense and shall promptly reimburse Developer for reasonable litigation costs actually paid by EDCO (with the burden on EDCO to document and prove such costs) but shall bear no other liability to EDCO.

13.4 Survival of Indemnity Objections. Notwithstanding any other provision of this Agreement, EDCO's release and indemnification as set forth in the provisions of this Article 13, shall survive the termination of this Agreement and shall continue in perpetuity.

**ARTICLE 14.0**      **BODILY INJURY, PROPERTY DAMAGE, AND WORKERS' COMPENSATION INSURANCE**

14.1 Types of Insurance. Prior to the entry of EDCO on the Site and the commencement of any construction by or on behalf of EDCO, EDCO shall procure and maintain (or cause to be procured and maintained), at its sole cost and expense, in a form and content reasonably satisfactory to City, during the entire term of such entry or construction, the following policies of insurance:

(a) Garage Liability or Commercial General Liability Insurance (collectively “CGL”). EDCO shall keep or cause to be kept in force for the mutual benefit of City and EDCO CGL insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Site, improvements or adjoining areas or ways, affected by such use of the Site or for property damage, providing protection of at least Five Million Dollars (\$5,000,000.00) for bodily injury or death to any one person, at least Five Million Dollars (\$5,000,000.00) for any one accident or occurrence, and at least One Million Dollars (\$1,000,000.00) for property damage.

(b) Builder’s Risk Insurance. EDCO shall procure, or has procured during construction, and shall maintain (or cause to be procured and maintained) in force “all risks” builder’s risk insurance including vandalism and malicious mischief, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor’s, subcontractor’s, and construction manager’s tools and equipment and property owned by contractor’s or subcontractor’s employees, with limits in accordance with subsection (a) above.

(c) Workers’ Compensation. EDCO shall also furnish or cause to be furnished to City evidence reasonably satisfactory to it that any contractor with whom EDCO has contracted for the performance of any work for which EDCO is responsible hereunder carries workers’ compensation insurance as required by law.

(d) Other Insurance. EDCO may procure and maintain any insurance not required by this Agreement.

14.2 Insurance Policy Form, Content and Insurer. All insurance required by express provisions hereof shall be carried only by insurance companies authorized to do business by California, rated “A-” or better in the most recent edition of Best Rating Guide, and only if they are of a financial category Class VIII or better, unless such insurance is not available from companies meeting such standards at a commercially reasonable price and City agrees in writing to different standards. All such property policies shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act of negligence of City or EDCO that might otherwise result in the forfeiture of the insurance; (ii) EDCO waives the right of subrogation against City and against City’s agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by City; and (iv) the policies cannot be canceled or materially changed except after thirty (30) days’ written notice by the insurer to City or City’s designated representative. EDCO shall furnish City with certificates evidencing the insurance. City shall be named as additional insured on all policies of insurance required to be procured by the terms of this Agreement other than workers’ compensation insurance.

14.3 Failure to Maintain Insurance and Proof of Compliance. EDCO shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required

hereunder within the following time limits: (a) for insurance required above, prior to entry of EDCO on the Site and the commencement of any construction by or on behalf of EDCO; and (b) for any renewal or replacement of a policy already in existence, simultaneously with the expiration or termination of the existing policy. If EDCO fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that the insurance has been procured and is in force, such failure shall be a default hereunder, subject to the applicable cure period.

**ARTICLE 15.0      EFFECT OF AGREEMENT ON TITLE; ESTOPPEL**

15.1 Binding on Successors. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring any rights or interests in EDCO's Property, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns.

15.2 Enforceability as Covenants. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to Applicable Law. Appropriate Covenants, Conditions and Restrictions shall be recorded against all EDCO's interests in the Site and shall incorporate all provisions of this Agreement by reference.

15.3 Covenants Run with the Land. Each covenant to do or refrain from doing some act on the Site hereunder (i) is for the benefit of and is a burden upon every portion of the Site, and mutually burdens and benefits the EDCO Parcel and Agency Parcel, (ii) runs with such lands, and (iii) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and each person having any interest therein derived in any manner through any owner of such lands, or any portion thereof, and each other person succeeding to an interest in such lands.

15.4 Estoppel Certificates. Either Party may at any time deliver written Notice to the other Party requesting an estoppel certificate (the "Estoppel Certificate") stating:

- (a) The Agreement is in full force and effect and is a binding obligation of the Parties; and
- (b) The Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments; and
- (c) That no enforcement actions are outstanding or if so the status thereof.

15.5 A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within thirty (30) days after receipt of the request. The Estoppel Certificate shall be substantially in the same form as Exhibit "C" EDCO shall pay all City's cost incurred in issuing such Estoppel Certificate.

**ARTICLE 16.0      CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

16.1 Non-liability of City Officers and Employees. No official, agent, contractor, or employee of City shall be personally liable to EDCO, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to EDCO or to its successor, or for breach of any obligation of the terms of this Agreement.

16.2 Conflict of Interest. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision to the Agreement which affects the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation.

16.3 Covenant Against Discrimination. EDCO covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of this Development Agreement. EDCO shall take affirmative action to insure that employees are treated during employment without regard to their race, color, creed religion, sex, marital status, sexual orientation, national origin or ancestry.

## **ARTICLE 17.0      GENERAL**

17.1 No Third Party Beneficiaries. The only parties to this Agreement are EDCO and City. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person whatsoever.

17.2 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

17.3 Relationship of Parties. It is specifically understood and agreed by and between the Parties that the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that such Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. The only relationship between City and EDCO is that of a government entity regulating the development of private property and the owner of such private property.

17.4 Entire Agreement. Except as this Agreement may be implemented through the other Agreements, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement supersedes all previous negotiations, discussions, and agreements between the Parties. No parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement.

17.5 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.



17.6 Counterparts. This Agreement may be executed by the Parties in counterparts which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

17.7 Recording. The City Clerk shall cause a copy of this Agreement or a Memorandum of Agreement to be executed by City and recorded in the Official Records of Los Angeles County no later than thirty (30) days after the Effective Date. The recordation of this Agreement is deemed a ministerial act and the failure of City to record the Agreement as required by this Section and the Agreement Statute does not make this Agreement void or ineffective.

17.8 Authority to Execute. The Persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Development Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, (iv) the entering into of this Agreement does not violate any provision of any other Agreement to which said Party is bound and (v) there is no litigation or legal proceeding which would prevent the Parties from entering into this Agreement.

IN WITNESS WHEREOF, City and EDCO have executed this Agreement on the date first above written.

EDCO

EDCO Transport Services, LLC a California  
Limited Liability Company

---

By: Steve South  
Title: President

---

By: John Snyder  
Title: Vice President

CITY OF SIGNAL HILL

By: \_\_\_\_\_  
Lori Woods, Mayor

ATTEST:

---

City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

---

Matthew Richardson, City Attorney

---

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

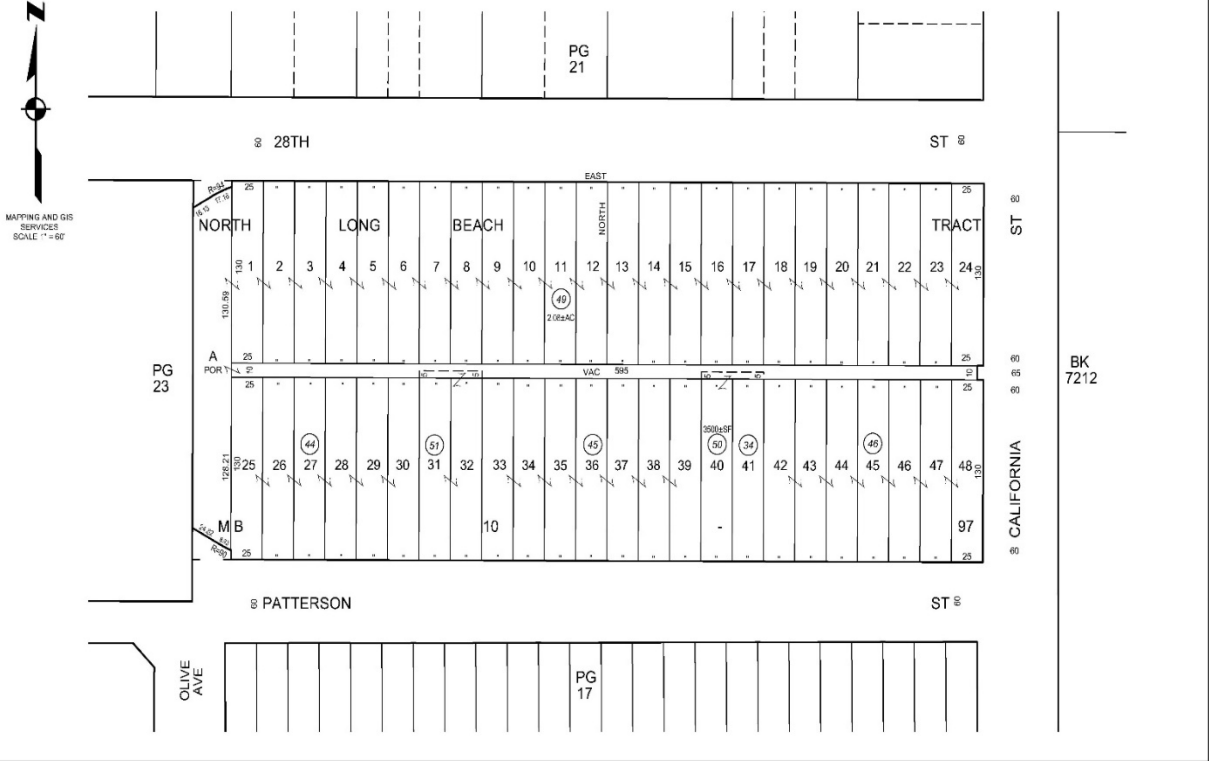
**EXHIBIT “A”**

**MAP OF SITE**

**[On following pages]**



2020



## EXHIBIT “B”

### SCOPE OF DEVELOPMENT

A. **SCOPE OF DEVELOPMENT**. The Project scope includes the development of a ±69,000 square foot recycling and transfer facility on a 3.87-acre site in the City. The Facility will serve as a point to accept, process, recover, and transfer MMW and residue with subsequent diversion activities to an appropriate permitted disposal facility. The MRF/TS will be composed of the following areas:

- Office and administration area
- Employee area
- Operations, material recovery facility, transfer/self haul/load out area
- Green waste area
- HHW area
- Construction debris area
- Maintenance area

The Project will conform to the City of Signal Hill Site Plan and Design Review Guidelines. The facility will be sized to handle up to 2,500 tons per day, although the actual amount processed per day may be less than this maximum.

B. **COMPONENTS**. The facility will have the following multiple components:

1. **Transfer Station**. The Facility’s transfer station component for refuse collection and transfer may include a below grade loadout area to allow for the transfer vehicles to be top-loaded through loadout ports at the tipping floor. A portion of the transfer station shall also be dedicated for self-haul use.

2. **Material Recovery Facility**. The transfer station may include facilities for diversion of recyclable products from commercial and residential customers. The recyclable products shall be baled within the building and transferred to recyclable load out vehicles at the exterior recyclable load out dock. Residue from the diversion process shall be conveyed to the adjacent transfer station for loadout.

3. **Buyback Operation**. A buyback operation allowing the public to drop off recyclables and receive compensation (certified CA redemption center).

4. **Green Waste Area**. A green waste area would accommodate collection of green waste. The green waste shall be transferred to outgoing delivery vehicles.

5. **E-Waste**. The MRF/TS shall provide a location for Signal Hill residents to dispose of e-waste free of charge.

6. **Household Hazard Waste**. EDCO will endeavor to establish a permitted Household Hazardous Waste disposal facility on-site which will be contingent on funding through the County of Los Angeles.

7. Construction Debris Area. A construction debris area would be utilized for collection, sorting and recyclable load out of construction material debris. The incoming material shall be screened, sorted and diverted to containers. The containers shall be transferred to outgoing recyclable load out vehicles.

8. Administrative Offices and Public Education. An office area will be dedicated for administrative support for the Facility. This area shall include an area suitable for educating local students and members of the public about solid waste and recycling management, and demonstrating the activities of the Facility. Areas used for public education may include an observational gallery and a location suitable for audio/visual or multimedia presentations and suitable technical equipment therefor. EDCO may implement a public education program to include some or all of (i) visitor presentations on source reduction, recycling and solid waste management; (ii) tours of the Facility; (iii) visual presentations on the role of recycling and evolving developments in the business of solid waste management; (iv) dialogue on, and direct interaction with, the evolving practices of solid waste management; and (v) distribution of educational and promotional materials.

9. Employee Areas. Employee areas will include restrooms, a break area and offices. The upper level control area will be used to accommodate the operational control functions of the facility. The employee area/control area will be linked to the office area via an upper level observation gallery.

10. Maintenance Building. A separate maintenance building shall include two service bays and an adjacent office/parts area.

11. Accessory Operations. Site improvements will include fueling operations, a truck wash area, truck scale and scale house, load out ramps, truck loading docks, driveways, employee and operation vehicle parking, and landscaping.

12. Roadway Improvements. Certain roadway improvements to 28th Street between California Avenue and Olive Avenue in order to provide site circulation. The Project will also include parkway improvements along all street frontages.

**C. EXISTING DEVELOPMENT APPROVALS.** Existing Development Approvals that have been previously granted concurrent with this Agreement, or will be granted in the future and deemed concurrent herewith, including the following:

1. Memorandum of Understanding between the City, Agency and EDCO;
2. Certification of CEQA EIR and adoption of Addendum to EIR;
3. Zoning Ordinance Amendment amending the General Industrial Specific Plan (Specific Plan 19);
4. Zoning Ordinance Amendment to add a new planning area, Planning Area 3 (Recycling and Transfer Station) to Specific Plan 19 on the Official Zoning Map;
5. Conditional Use Permit, Site Plan and Design Review;



6. Vacation of an unimproved alley right-of-way between California and Olive Avenue;
7. Vacation of Olive Avenue right-of-way between Patterson and 28th Streets;
8. Grading Permit/Proof of Compliance with NPDES requirements (SWPPP and SUSMP);
9. Amendment to Non-Disposal Facility Element;
10. Amendment to County Solid Waste Management Plan;
11. Right-of-way encroachment permit;
12. DDA with Agency for Agency Parcel;
13. Operating Agreement for the MRF/TS.

**EXHIBIT “C”**

**ESTOPPEL CERTIFICATE**

Date Requested: \_\_\_\_\_

Date of Certificate: \_\_\_\_\_

On \_\_\_\_\_, 2024, the City of Signal Hill approved the Development Agreement between EDCO Transport Services, LLC, a California limited liability company, and the City of Signal Hill (the “Development Agreement”).

This Estoppel Certificate certifies that, as of the Date of Certificate set forth above:

[CHECK WHERE APPLICABLE]

- 1. The Development Agreement remains binding and effective.
- 2. The Development has not been amended.
- 3. The Development Agreement has been amended in the following aspects:  
\_\_\_\_\_  
\_\_\_\_\_
- 4. To the best of our knowledge, neither EDCO nor any of its successors is in default under the Development Agreement.
- 5. The following defaults exist under the Development Agreement:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Estoppel Certificate may be relied upon by a person or entity of any interest in the property which is the subject of the Development Agreement.

CITY OF SIGNAL HILL

BY: \_\_\_\_\_  
PLANNING DIRECTOR







STAFF REPORT

7/9/2024

**AGENDA ITEM**

**TO: HONORABLE MAYOR  
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO  
CITY MANAGER**

**BY: COLLEEN T. DOAN  
COMMUNITY DEVELOPMENT DIRECTOR**

**SUBJECT: ADOPTION OF ORDINANCE NO. 2024-06-1549 APPROVING ZONING ORDINANCE AMENDMENT 24-02, AMENDING CHAPTER 20.58 SIGNS OF TITLE 20 OF THE SIGNAL HILL MUNICIPAL CODE FOR CONSISTENCY WITH STATE AND FEDERAL LAWS BY REMOVING LANGUAGE PERTAINING TO SIGN CONTENT, ELECTION SIGNS, PUBLIC INFORMATION SIGNS, AND ADDING REGULATIONS FOR TEMPORARY NON-COMMERCIAL SIGNS, CITYWIDE; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA**

Summary:

The City Council introduced Ordinance No. 2024-06-1549 at its regular meeting on Tuesday, June 11, 2024; the Ordinance is ready for a second reading and adoption. The primary purpose of Ordinance 2024-06-1549 is to amend Chapter 20.58 Signs of Title 20, pertaining to sign standards to be consistent with current case law.

Strategic Plan Goal(s):

Goal No. 5 High-Functioning Government: Strengthen internal communication, recruitment, retention systems, and processes to increase the effectiveness and efficiency of City services.

Recommendation:

Adopt Ordinance No. 2024-06-1549, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT 24-02, AMENDING CHAPTER 20.58 SIGNS OF TITLE 20 OF THE SIGNAL HILL MUNICIPAL CODE FOR CONSISTENCY WITH STATE AND FEDERAL LAWS BY REMOVING LANGUAGE PERTAINING TO SIGN

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7/9/2024

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CONTENT, ELECTION SIGNS, PUBLIC INFORMATION SIGNS, AND ADDING REGULATIONS FOR TEMPORARY NON-COMMERCIAL SIGNS, CITYWIDE; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA.

Fiscal Impact:

There is no fiscal impact associated with the recommended action.

Background and Analysis:

During the June 11, 2024, City Council meeting, the City Council introduced Ordinance No. 2024-06-1549. During the meeting, the City Council requested an amendment to the language of the proposed Ordinance, pertaining to Section 20.58.120, H. "Temporary Non-Commercial Signs" to revise language for the allowed location to read as follows:

Location: Within front setback or street side yard setback. Signs shall not encroach into the public right-of-way.

Ordinance No. 2024-06-1549 is now presented for a second reading and adoption. Upon adoption, the City Clerk will cause a Notice of Exemption under State California Environmental Quality Act Guidelines § 15061 (b)(3) to be filed as authorized by CEQA and the State CEQA Guidelines.

The City posted a summary of the Ordinance in accordance with Signal Hill Municipal Code Section 1.08.010 and published the notice in the Signal Tribune newspaper on June 14, 2024. Upon adoption of the Ordinance, the City will publish summary in the Signal Tribune newspaper and post the information in accordance with Section 1.08.010. The City will also publish Ordinance No. 2024-06-1549 in its entirety on the City's website.

Reviewed for Fiscal Impact:

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Sharon del Rosario

Attachment:

A. Ordinance No. 2024-06-1549

**ORDINANCE NO. 2024-06-1549**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT 24-02, AMENDING CHAPTER 20.58 SIGNS OF TITLE 20 OF THE SIGNAL HILL MUNICIPAL CODE FOR CONSISTENCY WITH STATE AND FEDERAL LAWS BY REMOVING LANGUAGE PERTAINING TO SIGN CONTENT, ELECTION SIGNS, PUBLIC INFORMATION SIGNS, AND ADDING REGULATIONS FOR TEMPORARY NON-COMMERCIAL SIGNS, CITYWIDE; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA**

**WHEREAS**, Chapter 28.58 of Title 20 of the Signal Hill Municipal Code (SHMC) provides for sign standards for all signs Citywide; and

**WHEREAS**, the City proposes to amend SHMC Chapter 28.58 of Title 20 to be consistent with State and Federal Laws; and

**WHEREAS**, pursuant to Government Code Section 65855 and SHMC Chapter 20.86, entitled "Amendments," the subject Zoning Ordinance Amendment is properly a matter for Planning Commission review and recommendation for City Council adoption; and

**WHEREAS**, on May 21, 2024, a duly noticed public hearing was held before the Planning Commission, and all interested parties were given an opportunity to be heard regarding the Zoning Ordinance Amendment; and, following the hearing's completion, the Planning Commission adopted Resolution 878-05-21, recommending to City Council approval of the ZOA and finding the action to be exempt from CEQA; and

**WHEREAS**, on May 31, 2024, notice of City Council public hearing regarding the proposed project was published in the Signal Tribune newspaper; and was posted in accordance with SHMC section 1.08.010; and

**WHEREAS**, on June 11, 2024, a public hearing was held before the City Council, and all interested parties were given an opportunity to be heard regarding the proposed project; and

**WHEREAS**, based upon Staff's review and assessment, the proposed ordinance is exempt from the California Environmental Quality Act (CEQA) in accordance with State CEQA Guidelines, section 15601 (b)(3) (Common Sense Exemption) of the State CEQA Guidelines (Chapter 3 of Division 6 of the California Code of Regulations); and

**WHEREAS**, evidence was heard and presented from persons in favor of the application, from persons opposed to the application, and from members of the City Staff; and that the City Council having heard and received all of said evidence, testimony and statements and being fully of the application, approves Ordinance No. 2024-06 approving Zoning Ordinance Amendment 24-02.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Signal Hill, California, hereby ordains as follows:

Section 1. Recitals. The facts set forth in the recitals of this Ordinance are true and correct and incorporated by reference. The recitals constitute findings in this matter and, together with the staff report and other information contained in the record, are an adequate and appropriate evidentiary basis for actions taken in this Ordinance.

Section 2. General Plan Consistency. Pursuant to California Government Code Section 65855, and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that ZOA 24-02 is consistent with the General Plan because it is consistent with the following Goals and Policies of the Signal Hill General Plan:

**LAND USE ELEMENT GOAL 4 – Ensure that future land use decisions are the result of sound and comprehensive planning.**

Land Use Policy 4.5 – Foster inter-governmental cooperation and coordination in order to maximize the effectiveness of land use policies.



Finding regarding Policy 4.5 – The amendments to the Sign Ordinance would make the Ordinance consistent with State and Federal laws.

Section 3. CEQA Exemption. The Planning Commission hereby finds, in the exercise of its independent judgement and analysis, that the proposed Ordinance is exempt from State CEQA Guidelines, the proposed zone text amendment is a project subject to the California Environmental Quality Act (CEQA) and qualifies for an exemption from CEQA pursuant to Section 15061(b)(3) (Common Sense Exemption) of the State CEQA Guidelines (Chapter 3 of Division 6 of Title 14 of the California Code of Regulations). The activity is covered by the Common Sense Exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Zoning Ordinance Amendment 24-02 to the Signal Hill Municipal Code (SHMC), Chapter 20.58 (Signs) would make the Sign Ordinance consistent with State and Federal Laws. In addition, changes to Sign Ordinance would clarify the requirements for certain signs and provide formatting and organizational updates. There is no possibility that the proposed change to the zoning code may have a significant effect to the environment, therefore the activity is not subject to CEQA. No special circumstances exist that the proposed change would create a significant adverse effect on the environment. Future proposed development will be assessed individually to ensure CEQA is applied accordingly to each project. A Notice of Exemption has been completed and will be filed in compliance with CEQA and CEQA Guidelines.

Section 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be unlawful, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unlawful.

**NOW, THEREFORE, BE IT FURTHER ORDAINED**, that the City Council of the City of Signal Hill, California, does hereby recommend City Council approval of Zoning Ordinance Amendment 24-02, as follows:

Section 1. That SHMC Title 20 Chapter 20.58 “SIGNS” be amended as follows:

**Chapter 20.58**

**SIGNS\***

Sections:

- 20.58.010 Purpose.
- 20.58.020 Permits required.

<u>20.58.030</u>	Sign permit procedures.
<u>20.58.040</u>	Required findings.
<u>20.58.050</u>	Definitions.
<u>20.58.060</u>	Signs in residential districts.
<u>20.58.070</u>	Signs in commercial and industrial districts.
<u>20.58.080</u>	Temporary signs.
<u>20.58.090</u>	Outdoor advertising structures.
<u>20.58.110</u>	Signs in public right-of-way.
<u>20.58.120</u>	Exempt signs.
<u>20.58.130</u>	Prohibited signs.
<u>20.58.140</u>	General conditions.
<u>20.58.150</u>	Enforcement--Removal of signs.

\* Prior ordinance history: Ord. 87-08-993.

**20.58.010 Purpose.**

A. The purpose of this chapter is to regulate signs as to their design, location, number, and construction in order to provide a forum for dissemination of information consistent with local land uses, as well as establishing aesthetic traffic and safety standards for the preservation and maintenance of the public health, safety and welfare of the citizens of the city, and also to assist in providing necessary public services, particularly emergency services.

B. The following sign regulations are intended to promote, preserve and maintain the public health, safety and welfare by:

1. Regulating the number and size of signs according to standards consistent with the types of establishments operating in each zoning district.
2. Maintaining and enhancing the quality of the city's appearance by avoiding sign clutter and encouraging the coordination of signage on multiuse/multitenant sites.
3. Providing each sign user an opportunity for effective identification by allowing sufficient sign area and number of signs without visually dominating the site.
4. Establishing procedures for the submittal and processing of sign plans in a timely, organized manner.
5. Establishing procedures for the enforcement of sign regulations and removal of illegal signs.

**20.58.020 Permits required.**

The following permit requirements shall apply to all signs:

A. Except as otherwise provided in this chapter, no sign shall be painted, erected, installed, constructed, relocated, replaced or altered except as provided by this chapter and until a sign permit has been issued by the Community Development Department.

B. Where signs are to be illuminated in any manner, a separate electrical permit issued by the building department shall be obtained.

**20.58.030 Sign permit procedures.**

The following procedures shall apply to anyone wishing to paint, erect, install, construct, relocate, replace or alter any sign for which, under this chapter, a sign permit is required:

A. All sign plans shall be treated as a site plan and design review application and shall be processed in uniformity with the provisions of Chapter 20.52, Site Plan and Design Review, including those for notice and warning, except as otherwise provided in this chapter.

B. The approving body of a sign plan application shall be as follows:

1. Review by the Planning Commission and City Council. For any development project requiring a Conditional Use Permit from the Planning Commission and City Council in accordance with Chapter 20.64, a sign plan or comprehensive sign program, if required pursuant to Section 20.58.070(A), shall be reviewed and approved, conditionally approved or denied by such bodies in conjunction with consideration of the conditional use permit application. Modification(s) to any sign plan or comprehensive sign program approved or conditionally approved under this subsection shall be reviewed and approved, conditionally approved or denied by the Planning Commission. If the Planning Commission approves or conditionally approves the modification, a City Council hearing shall be scheduled in accordance with Section 20.64.080.

2. Review by the Planning Commission. For any development project requiring a Site Plan and Design Review approval by the Planning Commission in accordance with Chapter 20.52, a sign plan or comprehensive sign program, if required pursuant to Section 20.58.070(A), shall be reviewed and approved, conditionally approved or denied by the Planning Commission in conjunction with consideration of the site plan and design review application. Modification(s) to any sign plan or comprehensive sign program reviewed and approved or conditionally approved under this subsection shall be reviewed and approved, conditionally approved or denied by the Planning Commission.

3. Review by the Community Development Director. For any other development project not subject to subdivisions 1 and 2 of this subsection, for the installation of new signs or modification of existing signs not involving a development project, or for the installation of new signs or modification of existing signs at a project with an approved comprehensive sign program, the sign plan shall be reviewed and approved, conditionally approved or denied by the Community Development Director or the director's designated representative.

4. Appeals. Appeals shall be subject to the procedures contained in Chapter 20.52, Site Plan and Design Review, except that a sign plan or comprehensive sign program in conjunction with a conditional use permit application shall be subject to the appeal procedures of Chapter 20.64.

C. Application and submittal requirements for a sign plan application shall be as follows:

1. Review by the Community Development Director. The applicant shall submit a completed building permit application form provided by the Community Development Department, and electronic plans containing the information required under Subsection D of this section.

2. Review by the Planning Commission and/or City Council. The applicant shall submit a completed building permit application and a completed application worksheet on forms provided by the Community Development Department. The applicant shall also submit electronic plans containing the information required under Subsection D of this section.

D. A sign plan or comprehensive sign program shall include the following information:

1. Fully dimensioned and scaled site plan, including the following:

- a. Name, address and phone number of applicant, property owner and architect/designer;
- b. The correct legal description, including the assessor's parcel number;
- c. Lot dimensions;
- d. Footprints of all buildings and structures on-site including the location of entrance doors to the structures;
- e. Off-street parking areas, driveways and curb cuts;
- f. Names and locations of adjacent streets; and
- g. Location of all existing and proposed signs.

2. Fully dimensioned and scaled building or wall elevation(s) showing any proposed building or wall sign(s), including the following:

- a. Linear distance of business frontage (for sign plans) or building frontage (for comprehensive sign programs);
- b. Location of all windows and doors;
- c. Height of building; and
- d. Location and dimensions of sign(s).

3. Fully dimensioned and scaled detail of proposed sign(s), including the following:

- a. Total sign area including total square footage calculation(s);
- b. Colors and materials for all portions of the sign and sign copy;
- c. Actual sign copy (if known);
- d. Letter style and height;
- e. Logo detail (if any);
- f. Lighting details including electrical plans (if any);
- g. Structural details and calculations (if required); and
- h. Mounting details.

4. Any other information pertinent to the application as may be required by the Community Development Director or approving body.

E. The Community Development Department shall collect fees as such as the City Council may by resolution establish from time to time.

**20.58.040 Required findings.**

A comprehensive sign program or sign plan shall only be approved if the following findings are made:

A. All signage shall be consistent with the provisions of Chapter 20.52, Site Plan and Design Review and the provisions of this chapter.

B. All signage shall be consistent and compatible with the visual image and architectural design of the overall project it is intended to serve.

C. Sign scale shall be kept in proportion with other aspects of a given development as well as surrounding development.

D. Signage of individual businesses or property owners shall not conflict with or interfere visually with other signage on-site, and to the extent feasible, signage off-site.

E. All signage materials shall be selected for durability, wear characteristics, ease of maintenance and initial beauty.

**20.58.050 Definitions.**

For the purpose of carrying out the intent of this chapter, words, phrases and terms shall be deemed to have their normal and generally accepted meaning except as otherwise specified in this section.

1. "Abandoned sign" means the face, frame and supporting members of a sign which pertains to a business, tenant or occupant that has vacated the premises for a period not exceeding thirty consecutive days.

2. "Advisory sign" means a sign which indicates only the address, phone number, the hours of operations and emergency information for a business and may indicate whether the business is open or closed.

3. "Aerial sign" means any sign or object which is inflatable and/or designed to be flown such as balloons, dirigibles or kites and is used to attract attention to a commercial enterprise. These signs are prohibited in all zoning districts.

4. "Animated sign" means any sign which uses movement or change of lighting to depict action or to create a special effect or scene, except electronic message centers, which shall not be considered as animated signs. Animated signs are prohibited in all zoning districts.

5. Area.

a. "Area of a sign" means the entire area within a single continuous perimeter composed of either a square or rectangle which encloses the extreme limits of writing, representation, emblem, or any figure or similar character, together with frame, background area of sign, structural trim or other material or color forming an integral part of the display or used to differentiate such sign from the background against which any such sign is placed.

b. "Area of a ground sign" means the entire area within a single continuous perimeter composed of either a square or rectangle which encloses the extreme limits of writing, representation, emblem, or any figure or similar character, together with frame, background area of sign, structural trim or other material or color forming an integral part of the display including any architectural embellishments except for roof elements.

6. "Awning" means a shelter projecting from and supported by the exterior wall of a building constructed of nonrigid materials over a supporting framework.

7. "Awning sign" means a sign painted or printed on the surface of an awning.

8. "Banner sign" means a flag, pennant or sign made of fabric or any nonrigid material attached to any structure, pole or line, except that official flags of a governmental entity shall not be considered as signs or banner signs.

9. "Bench sign" means any sign which is placed or erected on an immobile seat for two or more persons. These signs are prohibited in all zoning districts.

10. "Billboard" means any sign erected or maintained for advertising purposes that communicates a message related to an activity conducted, a service rendered, or a commodity sold at a location other than where the sign is located, except signs listed as exempt from requiring a sign permit pursuant to Section 20.58.120 shall not be considered as billboards. Billboards are prohibited in all zoning districts.

11. "Building identification sign" means a sign whose copy is limited to the name and address of a multifamily residential building.

12. "Business identification sign" means an on-site sign which serves to identify only the business name, lawful use of the individual business and business logo and sets forth no other copy.

13. "Construction sign" means a sign identifying a future occupant and the architect, contractor, subcontractors and other person(s) participating in construction on the property on which the sign is located, providing an address and telephone number(s) for notification purposes as necessary.

14. "Comprehensive sign program" means a plan for project and business signs at a commercial or industrial project. Comprehensive sign programs are developed so as to coordinate signs at a site and integrate signs with building design.
15. "Copy" means any words, letters, numbers and logos incorporated into a sign.
16. "Curbside residence identification sign" means a sign painted on the face of a curb in front of a dwelling unit which identifies the address of the unit.
17. "Directional sign" means an on-premises sign giving directions, instructions or facility information, and which does not contain the name or logo of a business or project or advertising copy. Examples of directional signs include parking, exit and entrance signs.
18. "Double-faced sign" means a sign with two faces in a single cabinet each intended to be viewed from opposite directions. These signs shall be considered as one sign for the purposes of this chapter.
19. "Electronic message center" means a sign on which the copy changes automatically on a lampbank or through mechanical means. Electronic message centers are permitted only when attached to an outdoor advertising structure or government sign. The illumination of an electronic message center is not considered a flashing or animated sign as defined in this chapter.
20. "Face of sign" means the exposed surface of a sign on which the copy is placed.
21. "Flashing sign" means a sign which contains an intermittent or sequential flashing light source used primarily to attract attention including animated signs or signs which, through reflection or other means, create an illusion of flashing or intermittent light, except electronic message centers shall not be considered as flashing signs. Flashing signs are prohibited in all zoning districts.
22. "Frontage, business" means the linear extent of a tenant space which an individual business occupies that fronts on either a street or parking area and is used as the basis for determining the maximum sign area and numbers of signs an individual business is allowed.
23. "Government sign" means any sign of a temporary or permanent nature erected and maintained by the city, for traffic direction, special event advertisement or for designation of or direction to any property, or facility.
24. "Ground sign" means a sign supported by one or more uprights, posts, or braces placed in or upon the ground which are not part of, or attached to, a building.

25. “Height (awning, building or wall sign)” means vertical distance measured from the highest point of the sign copy, including decorative embellishments, to the lowest point, including decorative embellishments.

26. “Height (of a ground sign)” means the vertical distance measured from the highest point of the sign, including decorative embellishments, but excluding roof elements, to the grade of the adjacent street.

27. “Illegal sign” means any sign placed without proper government approval and/or permits as required by the city at the time such sign was placed.

28. “Illumination (of a sign)” means the light source of a sign which has characters, letters, figures, designs, logos, pictures or outlines illuminated by a source of energy, directly or indirectly, in order to make the sign visible. This definition shall include internally and externally lighted signs and reflectorized, glowing, and radiating signs.

29. “Light bulb string” means a continuous row of three or more light bulbs of any size or wattage attached to a flexible or inflexible wire or cable. Light bulb strings are prohibited in all zones except when used as temporary decorative holiday lighting or as festive lighting for legally permitted temporary tree or pumpkin lots.

30. “Logo” means a trademark or company name or symbol commonly used on business cards and company stationery identifying a business, not including slogans or other advertising.

31. “Maintenance (of signs)” means the cleaning, painting, repair or replacement of parts of a sign in a manner that does not alter the basic copy, design, size or structure of the sign.

32. “Memorial sign” means a sign or plaque, memorializing a person, or an historical event, structure, use or site, installed by a recognized governmental or historical agency.

33. “Model home complex directional sign” means a temporary sign which directs traffic to the model home(s) related to a recognized subdivision consisting of ten or more dwelling units.

34. “Model home identification sign” means a temporary sign identifying a model home at a recognized subdivision consisting of ten or more dwelling units.

35. “Nonconforming sign” means any sign which was erected legally but which does not comply with subsequently enacted sign restrictions and regulations.

36. “Off-site sign” means a sign advertising an establishment, merchandise, service, or entertainment which is not sold, produced, manufactured, or furnished at the property on



which said sign is located. Off-site signs, except for open house directional signs and public information signs, are prohibited in all zoning districts.

37. "Open house sign" means a sign which identifies a building for sale or lease which is open and available for inspection.

38. "Open house directional sign" means a sign which directs traffic to a building for sale or lease which is open and available for inspection.

39. "Outdoor advertising structure" means any sign, other than a business identification sign, located within fifty feet of the right-of-way of any landscaped freeway which advertises goods manufactured, produced, or sold, or services rendered, on the property upon which such sign is located, consistent with the intent of Sections 5273 and 5404 of the California Business and Professions Code, and which, based upon the determination of the Community Development Director, is intended to provide primary visibility to freeway motorists.

40. "Pole sign" means a sign, other than an outdoor advertising structure, which is mounted upon one or more poles, posts, or columns so that the bottom edge of the sign face is three feet or more above the grade beneath the sign. Pole signs are prohibited in all zoning districts.

41. "Portable sign" means any sign capable of being carried or readily moved from one location to another, including, but not limited to an "A-frame"; "sandwich sign"; sign on wheels, or a sign which leans on a stationary object, building or structure. This definition shall not include temporary signs as defined in this chapter. Portable signs are prohibited in all zoning districts.

42. Project. See "Site."

43. "Project identification sign" means a sign which identifies the name of a multifamily residential complex or a shopping center, business park or other commercial or industrial project containing two or more tenants.

44. "Real estate sign" means a sign advertising the sale, lease or rent of the property upon which it is located, and the identification of the person or firm handling such sale, lease or rent.

45. "Residence identification sign" means a sign which identifies the name(s) of occupants and the address of a dwelling unit.

46. "Roof sign" means an attached sign constructed upon or over a roof, or placed so as to extend above the visible roofline. These signs are prohibited in all zoning districts.

47. "Rotating sign" means a sign in which the sign itself or any portion of the sign moves in a revolving manner. Such motion does not refer to methods of changing copy on electronic message centers. Rotating signs are prohibited in all zoning districts.
48. "Sign" means any structure, housing, device, figure, statuary, painting, display, message placard, or other contrivance, or any part thereof, which is designed, constructed, created, engineered, intended or used to advertise, or to provide data or information in the nature of advertising, for any purpose.
49. Sign, area of a. See "Area."
50. "Sign copy" means any words, letters, numbers, and logos incorporated into a sign.
51. "Sign structure" means any structure which supports any sign.
52. "Site" means one or more parcels of land identified by the assessor's records. Where an integrated building development has been approved or proposed, the site shall include all parcels of land contained within or a part of the development application. An integrated building development shall include all parcels served by common accessways, driveways, parking and landscaping.
53. "Site (street) frontage" means the length of lot or parcel of land along or fronting on a street.
54. "Subdivision/multifamily residential directional sign" means a temporary sign which directs traffic to a recognized subdivision, apartment or condominium complex.
55. "Subdivision/multifamily residential project identification sign" means a temporary sign identifying a recognized subdivision, apartment or condominium complex.
56. "Temporary sign" means any sign intended to be displayed for a limited period of time.
57. "Temporary non-commercial sign" means any noncommercial sign intended to be displayed for a limited period of time that is not permanently affixed to a building or structure.
58. "Tenant directory sign" means a sign identifying no more than six individual tenants at a commercial or industrial project.
59. "Trespassing sign" means a public information sign which contains the following copy only, "No Trespassing."
60. "Use" means the purpose for which land or a building is lawfully occupied, arranged, designed or intended, or for which either land or a building is or may be occupied or maintained.

61. "Vehicle sign" means a sign which is attached to or painted on a vehicle which is parked on or adjacent to any site, the principal purpose of which is to attract attention to a product sold or an activity or business located on such site.

62. "Wall sign" means a sign attached to or erected on the exterior wall of a building or structure with the exposed face of the sign in a plane parallel to the plane of the exterior wall.

63. "Window sign" means any sign attached, painted or pasted, either in a permanent or temporary fashion, on the interior or exterior of a window and intended to be viewed from the outside.

**20.58.060 Signs in residential districts.**

The standards set forth below shall apply to signs in all districts designated as residential on the official zoning map, except for the Commercial Residential (CR) district. Signs in residential districts, unless otherwise exempted in this chapter, shall require sign permits consistent with Section 20.58.020 and shall be subject to the findings required in Section 20.58.040. Signs in excess of the listed standards shall be prohibited.

A. Project Identification. The owner of a multi-structure apartment project or the developer or homeowner's association of a multi-structure condominium project shall be eligible to install project identification signs as follows:

- Location: Building, wall or ground
- Maximum number: 1 per street frontage, up to 2 per project
- Maximum area: 20 square feet
- Maximum height: 3 feet
- Permitted copy: Project name, address and logo
- Other standards: May not be internally illuminated

B. Building Identification. The owner of an apartment project or the developer or homeowner's association of a condominium project shall be eligible to install building identification signs as follows:

- Location: Building, wall or ground
- Maximum number: 1 per building
- Maximum area: 12 square feet
- Maximum height: 3 feet
- Permitted copy: Building name and address
- Other standards: May not be internally illuminated

C. Temporary Signs. See Section 20.58.080(A).

**20.58.070 Signs in commercial and industrial districts.**

The standards set forth below shall apply to signs in all commercial and industrial districts, including the Commercial Residential (CR) district. Signs in

commercial and industrial districts, unless otherwise exempted in this chapter, shall require sign permits consistent with Section 20.58.020 and shall be subject to the findings contained in Section 20.58.040. Signs in excess of the listed standards shall be prohibited.

A. Comprehensive Sign Programs.

1. Construction of new commercial or industrial projects which are ten thousand square feet or larger in gross floor area shall include a comprehensive sign program to be reviewed by the Planning Commission in conjunction with the project's Site Plan and Design Review application.

2. Construction of new commercial or industrial projects which are less than ten thousand square feet in gross floor area but are intended to include or could accommodate two or more businesses shall include a comprehensive sign program to be reviewed by the Community Development Director in conjunction with the project's Site Plan and Design Review application.

3. The standards included in a comprehensive sign program may be more restrictive than those prescribed in this chapter, but shall not be less restrictive, unless an exception consistent with Subsection D of this section is granted by the Planning Commission. All signs installed at the project with an approved comprehensive sign program shall adhere to the requirements of the approved comprehensive sign program.

B. Project Signs. General standards for project signs are as follows:

1. Project Identification. The developer or owner(s) of any multitenant project over ten thousand square feet in gross floor area shall be eligible to install project identification signs as follows:

a. Location: Wall or ground (may be located in required setback area except for corner cutoff as defined in Section 20.20.070 or where otherwise may obstruct line of site as determined by the city engineer)

b. Maximum number: 1 per driveway, up to 2 per project

c. Maximum area: 50 square feet

d. Maximum height: 6 feet

e. Permitted copy: Project name, address and project logo. Identification of individual tenants is prohibited.

2. Ground Sign. The developer, owner(s) and business owner shall be eligible to install a ground sign as follows:

a. Location: Ground (may be located in required setback area except for corner cutoff as determined in Section 20.20.070 or where otherwise may obstruct line of site as determined by the city engineer.)

b. Maximum number: 1 per tenant and no more than 2 per project with adequate spacing subject to community development director approval.

c. Maximum area: 36 square feet (excluding decorative roof elements).

d. Maximum height: 6 feet (excluding decorative roof elements).

e. Maximum letter height: 2 feet for signs with one line of copy and three feet for signs with two lines of copy (no one line may exceed two feet).

f. Permitted copy: Business name and logo, project name and logo, address, lawful use and names of up to 6 tenants. Slogans or any other advertisement are prohibited.

g. Other standards: Architectural elements reflecting the design of the building the sign serves shall be required, subject to Community Development Director approval. (See examples on file at Community Development Department.)

3. Directional. The developer or owner(s) of any project shall be eligible to install directional signs as follows:

a. Location: Wall or ground (ground sign may be located in required setback area except for corner cutoff as defined in Section 20.20.070 or where otherwise may obstruct line of site as determined by the city engineer)

b. Maximum number: 2 per project

c. Maximum area: 10 square feet

d. Maximum height: 3 feet

e. Permitted copy: Limited to general directions or instructions, such as “parking,” “entrance,” and “exit.” Identification of project name or individual tenant(s) is prohibited.

C. Business Signs. General standards for business signs are as follows:

1. Wall Sign. A business owner or operator shall be eligible to install a wall sign as follows:

a. Location: Building wall or awning

b. Maximum number: 1 per tenant

c. Maximum area: Variable depending on linear distance of business frontage to which sign pertains. For business frontages of 20 feet or less, maximum area is 1 square foot for each linear foot of business frontage. For business frontages larger than 20 feet, maximum area is .7 square feet for each lineal foot of business frontage. Maximum area includes logo field, if any.

d. Maximum height: 2 feet for signs with one line of copy and three feet for signs with two lines of copy (no one line may exceed two feet.)

e. Permitted copy: Business name, lawful use and logo. Slogans or any other advertisement are prohibited.

f. Maximum logo field: 3 feet by 3 feet

2. Secondary Wall Sign. A business owner or operator shall be eligible to install a secondary wall sign if the business has at least two business frontages. Standards for secondary wall signs are as follows:

a. Location: Building, wall or awning

b. Maximum number: 1 per tenant

c. Maximum frontage: Variable depending on linear distance of business frontage to which sign pertains. For business frontages of 20 feet or less, maximum area is .75 square feet for each linear foot of business frontage. For business frontage larger than 20 feet, maximum area is .5 square feet for each lineal foot of business frontage. Maximum area includes logo field, if any.

d. Maximum height: 2 feet for signs with one line of copy and three feet for signs with two lines of copy (no one line may exceed two feet.)

e. Maximum length: 20 feet  
f. Permitted copy: Business name, lawful use or logo. Slogans or any other advertisement are prohibited.

g. Maximum logo field: 3 feet by 3 feet

3. Window Signs. A tenant of a project shall be eligible to install window signs as follows:

a. Location: Window

b. Maximum number: 1 per business front, up to 2

c. Maximum area: 10 percent of window area

d. Maximum height: Individual characters not to exceed 1 foot

e. Permitted copy: Business name, lawful use, logo, address and phone number.

4. Temporary signs. See Section 20.58.080(B).

D. Exceptions. Project and business signs exceeding the standards prescribed in this chapter may be permitted for commercial projects located in the Commercial Town Center (CTC) zoning district or that are larger than fifty thousand square feet, subject to Planning Commission approval of a comprehensive sign program for the project. In permitting a comprehensive sign program which exceeds general standards, the Planning Commission shall, in addition to making the findings required under Section 20.58.040, determine that the proposed signs will not have an adverse impact on or detract from the design of the overall project it is intended to serve.

#### **20.58.080 Temporary signs.**

A. The standards set forth below shall apply to temporary signs in all residential districts, except for the Commercial Residential (CR) zoning district. Temporary signs in residential districts shall require sign permits consistent with Section 20.58.020 and shall be subject to the required findings contained in Section 20.58.040. Signs in excess of the listed standards shall be prohibited.

1. Subdivision/Multifamily Residential Project Identification Signs (On-Site).

a. Projects with fewer than 50 units

i. Location: Wall or ground

ii. Maximum number: 2 per project

iii. Maximum area: 32 square feet

iv. Maximum height from grade: 10 feet

v. Other standards:

a) Planning Commission approval required.

b) May not be illuminated.

c) Must be located on-site.

d) Removal of sign(s) required upon initial sale or lease

of all units in the project.

b. Projects between 50 and 200 units

i. Location: Wall or ground

ii. Maximum number: 4 per project

- iii. Maximum area: 50 square feet
- iv. Maximum height from grade: 12 feet
- v. Other standards:
  - a) Planning Commission approval required.
  - b) May not be illuminated.
  - c) Must be located on-site.
  - d) Removal of sign(s) required upon initial sale or lease

of all units in the project.

- c. Projects with more than 200 units
  - i. Location: Wall or ground
  - ii. Maximum number: 5 per project
  - iii. Maximum area: 2 can be up to 96 square feet
  - iv. 3 can be up to 50 square feet
  - v. Maximum height from grade: 14 feet
  - vi. Other standards:
    - a) Planning Commission approval required.
    - b) May not be illuminated.
    - c) Must be located on-site.
    - d) Removal of sign(s) required upon initial sale or lease

of all units in the project.

## 2. Subdivision/Multifamily Residential Directional Signs (On or Off-Site).

- a. Projects with fewer than 50 units
  - i. Location: Wall or ground
  - ii. Maximum number: 2 per project
  - iii. Maximum area: 6 square feet
  - iv. Maximum height from grade 4 feet
  - v. Other standards:
    - a) Planning Commission approval required.
    - b) May not be illuminated.
    - c) May be located either on or off-site. If off-site, written

approval of the owner of the property where the sign is to be located shall be required prior to issuance of sign permit.

- d) Removal of sign(s) required upon initial sale or lease

of all units in the project.

- b. Projects between 50 and 200 units
  - i. Location: Wall or ground
  - ii. Maximum number: 4 per project
  - iii. Maximum area: 24 square feet
  - iv. Maximum height from grade: 10 feet
  - v. Other standards:
    - a) Planning Commission approval required.
    - b) May not be illuminated.
    - c) May be located either on or off-site. If off-site, written

approval of the owner of the property where the sign is to be located shall be required prior to issuance of sign permit.

- d) Removal of sign(s) required upon initial sale or lease of all units in the project.
- c. Projects with more than 200 units
  - i. Location: Wall or ground
  - ii. Maximum number: 5 per project
  - iii. Maximum area and;
  - iv. Maximum height from grade:
    - a) 4 can be up to 50 square feet and 14 feet tall from grade
    - b) One (1) can be a freeway sign up to 600 square feet and 35 feet tall from grade
  - v. Other standards:
    - a) Planning Commission approval required.
    - b) May not be illuminated.
    - c) May be located either on or off-site. If off-site, written approval of the owner of the property where the sign is to be located shall be required prior to issuance of sign permit.
- d) Removal of sign(s) required upon initial sale or lease of all units in the project.

3. Model Home Identification Signs.

- a. Location: Building, wall or ground
- b. Maximum number: 1 per approved model
- c. Maximum area: 6 square feet
- d. Maximum height: 4 feet
- e. Other standards:
  - i. Planning Commission approval required consistent with Section 20.52.040.
  - ii. May not be illuminated.
  - iii. Removal of sign required prior to issuance of permanent certificate of occupancy.

4. Model Home Complex Directional Signs.

- a. Location: Building, wall or ground
- b. Maximum number: 2 per project
- c. Maximum area: 6 square feet
- d. Maximum height: 4 feet
- e. Other standards:
  - i. Planning Commission approval required consistent with Section 20.52.040.
  - ii. May not be illuminated.
  - iii. Removal of sign required prior to issuance of permanent certificate of occupancy.

5. Construction Signs.

- a. Location: Building, wall or ground



- b. Maximum number: 1 per project
- c. Maximum area: 12 square feet
- d. Maximum height: 3 feet for building and wall signs and 5 feet for ground signs
- e. Other standards:
  - i. May not be illuminated.
  - ii. Copy limited to project name and name, address and phone number of contractor and subcontractor(s).
  - iii. Removal of sign required prior to issuance of certificate of occupancy for final unit in project.

6. Flags and Pennants.

- a. Location: Building, wall or ground
- b. Maximum number: Not to exceed 3 per lot, subject to the approval of director of planning and community development
- c. Maximum area: 6 square feet
- d. Maximum height: 18 feet
- e. Other standards:
  - i. Shall not be displayed for more than a total of six weeks in any calendar year
  - ii. Strings with more than three pennants are prohibited

7. Banners.

- a. Location: Building or wall
- b. Maximum number: 1 per lot
- c. Maximum area: 45 square feet
- d. Maximum height: 3 feet
- e. Other standards:
  - i. Shall not be displayed for more than a total of six weeks in any calendar year

B. The standards set forth below shall apply to temporary signs in all commercial and industrial districts, including the Commercial Residential (CR) district. Temporary signs in commercial and industrial districts shall require sign permits consistent with Section 20.58.020 and shall be subject to the required findings contained in Section 20.58.040. Signs in excess of the listed standards shall be prohibited.

1. Construction Signs.

- a. Location: Building, wall or ground
- b. Maximum number: 1 per project
- c. Maximum area: 16 square feet
- d. Maximum height: 3 feet for building and wall signs and 5 feet for ground signs
- e. Other standards:
  - i. May not be illuminated
  - ii. Removal of sign required prior to issuance of certificate of occupancy

2. Temporary Business Signs Including Banners and Window Signs.

- a. Location: Building, wall or ground
- b. Maximum area: 45 square feet per tenant per business frontage with customer entrances. Maximum of 90 square feet per tenant
- c. Maximum height: 3 feet
- d. Other standards:
  - i. No single sign shall be displayed for more than six weeks in a calendar year
  - ii. Ground signs shall only be displayed during business hours. Ground signs determined to interfere with vehicular and/or pedestrian traffic shall be subject to removal pursuant to Section 20.58.150, entitled Enforcement -- Removal of Signs

3. Flags and Pennants.

- a. Location: Building, wall or ground
- b. Maximum number: Not to exceed 3 per lot, subject to approval of director of planning and community development
- c. Maximum area: 6 square feet
- d. Maximum height: 18 feet
- e. Other standards:
  - i. Shall not be displayed for more than a total of six weeks in any calendar year

**20.58.090 Outdoor advertising structures.**

Outdoor advertising structures with or without electronic message centers, unless otherwise specified, may be permitted in the CG, commercial general district subject to obtaining a conditional use permit consistent with Chapter 20.20. The standards set forth below shall apply to outdoor advertising structures and electronic message centers:

A. Outdoor advertising structures shall not be placed such that the structure or its illumination interferes with the effectiveness of, or obscure, obstruct or otherwise physically interfere with any official traffic sign, device, or signal; nor shall any outdoor advertising structure include or be illuminated by flashing, intermittent, or moving lights except for electronic message centers; nor shall any outdoor advertising structure cause beams or rays of light to be directed at any roadway or freeway if the light is of such intensity or brilliance so as to cause glare or to impair the vision of any driver, or to interfere with any driver's operation of a motor vehicle.

B. Outdoor advertising structures shall not be placed within five hundred feet of any property zoned for residential purposes.

C. Electronic message centers shall not be placed within one thousand feet of another electronic message center on the same side of the freeway.

D. Electronic message centers shall not display any message or graphic for less than four seconds, nor may the interval between messages be less than one second.

**20.58.110 Signs in public right-of-way.**

The standards set forth below shall apply to signs in the public right-of-way:

A. Signs may be placed at street, alley, or other property lines; however, no portion of any sign, except as otherwise provided in this chapter, may project into or above the public right-of-way, or otherwise be placed in or upon the public right-of-way. Additionally, no sign may be attached to any traffic-control device, as contained in Division II, Chapter 2 of the State of California Vehicle Code, or to any tree or utility pole within the public right-of-way.

B. Flush-mounted business signs subject to the provisions of Section 20.58.130(D) may be permitted to project a maximum of six inches into the public right-of-way.

C. Under no circumstances may any sign, other than traffic-related signs installed by an authorized governmental entity, be placed in the median strip of any street or highway within the city. Such signs shall be subject to removal by the city due to their potential to create immediate traffic hazards consistent with Section 20.58.140(E).

**20.58.120 Exempt signs.**

The following signs shall be permitted in any zoning district within the city without a sign permit. Signs in excess of the listed standards are prohibited.

A. Real Estate Signs.

- 1. Location: Building, wall or ground
- 2. Maximum number: 1 per street frontage
- 3. Maximum area: Residential zones--6 square feet for each dwelling unit plus 1 square foot for each additional unit up to 16 square feet maximum.
- 4. Commercial and Industrial zones--32 square feet
- 5. Maximum height: Residential zones--5 feet
- 6. Commercial and Industrial zones--6 feet
- 7. Other standards:
  - a. May not be illuminated
  - b. Condominium projects with 6 or more units shall provide a display no larger than 32 square feet in size and no taller than 5 feet in height to allow owners of units to place or hang real estate signs. Design of the display shall be approved by the Community Development Department.

B. Open House Signs.

- 1. Location: Ground

- 2. Maximum number: 2 per open house
- 3. Maximum area: 6 square feet
- 4. Maximum height: 5 feet
- 5. Other standards:
  - a. May not be illuminated
  - b. May be placed in public right-of-way provided that sign is not located in street median or in a location where it creates a traffic hazard as determined by the City Engineer.
  - c. Shall be displayed only between eight a.m. and eight p.m.

C. Open House Directional Signs.

- 1. Location: Ground
- 2. Maximum number: 8 per open house
- 3. Maximum area: 6 square feet
- 4. Maximum height: 5 feet
- 5. Other standards:
  - a. May not be illuminated
  - b. May be placed in public right-of-way provided that sign is not located in street median or in a location where it creates a traffic hazard as determined by the City Engineer.
  - c. Shall be displayed only between eight a.m. and eight p.m.

D. Residence Identification Signs.

- 1. Location: Building, wall or ground
- 2. Maximum number: 1 per street frontage
- 3. Maximum area: 2 square feet
- 4. Maximum height: 1 foot
- 5. Other standards: Copy limited to occupant name(s) and address

E. Curbside Residence Identification Signs.

- 1. Location: Curb face in front of residence
- 2. Maximum number: 1 per street frontage
- 3. Maximum area: 2 square feet
- 4. Maximum height: 1 foot
- 5. Other standards:
  - a. Copy limited to street number
  - b. Shall not be placed on utility poles, street trees, traffic sign posts or traffic signal devices

F. Advisory Signs.

- 1. Location: Window or door
- 2. Maximum number: 1 per pedestrian entrance
- 3. Maximum area: 4 square feet
- 4. Maximum height: 2 feet

G. Government Signs. Signs erected and maintained by the city shall be allowed subject to approval of a comprehensive sign program by the City Council.

H. Temporary Non-Commercial Signs. Such signs shall be allowed on all private property subject to the following standards.

1. Location: Within front setback or street side yard setback. Signs shall not encroach into any public right-of-way.

2. Maximum number: 5

3. Maximum area: 6 square feet

4. Maximum height: 4 feet

I. Memorials.

1. Location: Building, wall or ground

2. Maximum number: 1 per site

3. Maximum area: 6 square feet

4. Maximum height: 3 feet

5. Other standards: Property owner authorization required

**20.58.130 Prohibited signs.**

The following signs shall not be permitted in any zoning district within the city:

A. Aerial signs.

B. Animated signs.

C. Bench signs.

D. Billboards.

E. Flashing signs.

F. Pole signs.

G. Portable signs.

H. Rotating signs.

I. Vehicle signs, including signs attached by any means to automobiles, trucks, trailers, or other vehicles on private or public property for the purpose of advertising, identifying, or providing direction to a use or activity not related to the lawful use of the vehicle for rendering service or delivering merchandise, that remain stationary or parked on the same location, street, parcel, or shopping center for two (2) or more hours.

J. Signs which consist of red, green or amber lights which, in the opinion of the City Engineer, could be confused with traffic signals by motorists.

K. Roof signs.

L. Light bulb strings, except as temporary holiday decoration.

M. Off-site signs, except for open house directional signs.

N. Any sign not expressly permitted by this Chapter shall be prohibited.

**20.58.140 General conditions.**

The following provisions shall apply generally to all signs:

A. Double-faced signs shall count as one sign.

B. Signs located at the intersection of any two streets, alleys, street and alley, street and driveway, or alley and driveway shall be placed so as not to create a visual blockage or other hazardous conditions for vehicle movement, as determined by the City Engineer.

C. Signs shall be maintained in a neat, clean, orderly and safe manner at all times. Signs which, in the determination of the director of planning and community development, fail to achieve this standard shall be subject to the enforcement procedures contained in Section 20.58.150.

D. Buildings which have frontage on a public street, and which are built at the streetside property line shall be eligible to install a flush-mounted business sign on the building which may project into the public right-of-way by no more than six inches as long as said sign is not less than twelve feet above the ground.

E. Nonconforming signs shall be subject to the requirements and conditions contained in Chapter 20.82 of this title.

F. In each instance and under the same conditions in which this chapter permits any sign, a noncommercial sign constructed to the same physical dimensions and characteristics shall be permitted in lieu of that sign.

**20.58.150 Enforcement--Removal of signs.**

The requirements for enforcement of sign regulations and removal of illegal signs are as follows:

A. Where it is determined that a sign has been erected or installed in violation of this chapter, abandoned as defined in Section 20.58.050, improperly maintained as provided in Section 20.58.140(C), or is otherwise in violation of this chapter, written notice

of this determination and the grounds therefor shall be sent or delivered to the owner of the sign or, where ownership of the sign is not known, to the owner of the property where the sign is posted. If the notice cannot be sent or delivered to the owner of the sign, then the notice shall also be attached to the sign. The notice shall give the owner of the sign or property, as the case may be, ten business days from the date of mailing or attachment, as the case may be, to remove the sign or to appeal the determination and shall include instructions for how such appeal may be made.

B. To appeal the determination, the owner of the sign or the property, as the case may be, may file a written request with the Community Development Director no later than the deadline given to remove the sign. The director or designee shall arrange an appointment to review the notice of violation and to allow the owner to present evidence to rebut the determination. After all of the facts have been reviewed, the director shall write a decision setting forth the basis of the final determination. The decision shall be delivered to the owner of the sign or the property, as the case may be, personally or by certified mail within ten days of the decision. The owner of the sign or the property, as the case may be, may appeal the decision in accordance with Chapter 20.52.

C. If neither the owner of the sign nor the owner of the property responds to the notice of violation under Subsection A of this section, the Community Development Director shall then notify the owner of the property by certified mail, that the period to appeal has passed and that if the sign is not removed within ten business days from the date of the notice, a misdemeanor citation will be filed.

D. Notwithstanding any other provisions herein to the contrary, signs in the public right-of-way not otherwise permitted by this Chapter, may be removed without notice or hearing. Where it is determined that the sign in question poses an imminent safety hazard or dangerous condition, which may affect the public health, safety and welfare, such sign may be removed immediately and stored by the city. As soon as practical following removal, the owner of the sign shall be given notice of violation and the right to a hearing pursuant to Subsection B of this section, and if the owner establishes such removal to be improper, the owner shall be entitled to return of the signs without charge. In all other cases, the sign will be returned to the owner only upon payment of removal and storage costs. If the sign is not claimed within thirty days after the decision become final, the sign may be destroyed.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council on this 9th day of July 2024.

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LORI Y. WOODS  
MAYOR

ATTEST:

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DARITZA GONZALEZ  
CITY CLERK

STATE OF CALIFORNIA     )  
COUNTY OF LOS ANGELES ) ss.  
CITY OF SIGNAL HILL     )

I, Daritza Gonzalez, City Clerk of the City of Signal Hill, California, hereby certify that Ordinance No. 2024-06-1549 was introduced by the City Council of the City of Signal Hill, California, at a regular meeting held on the 11<sup>th</sup> day of June, 2024, and that the same was adopted by the City Council of the City of Signal Hill, California, at a regular meeting held on the 9<sup>th</sup> day of July, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

DARITZA GONZALEZ  
CITY CLERK





CITY OF SIGNAL HILL  
STAFF REPORT

2175 Cherry Avenue • Signal Hill, California 90755-3799

7/9/2024

**AGENDA ITEM**

**TO: HONORABLE MAYOR  
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO  
CITY MANAGER**

**BY: SHARON DEL ROSARIO  
ADMINISTRATIVE SERVICES OFFICER/FINANCE DIRECTOR**

**SUBJECT: CONTRACT AMENDMENT REGISTER DATED JULY 9, 2024**

Summary:

The Contract Amendment Register is a listing of proposed contract amendments and project change orders eligible for streamlined processing based upon the following criteria as documented in the City's Purchasing Policy:

- The City Council authorized funds with the adopted fiscal year Operating Budget;
- Staff are satisfied with the goods/services received to date; and
- The City Manager reviewed and approved each amendment for streamlined processing.

There are two contract amendments being presented for City Council consideration as follows:

- 1) Bureau Veritas Technical Assessments Limited Liability Corporation: Professional consulting services for a term of six months from the date established in the notice to proceed, with the original agreement term from January 10, 2024 through July 10, 2024. The proposed First Amendment would extend the term by 90 calendar days through October 8, 2024.
- 2) KOA Corporation: Professional engineering and design services. The proposed Third Amendment would extend the term by 180 calendar days through January 7, 2025.

Strategic Plan Goal(s):

Goal No.1 Financial Stability: Ensure the City's long-term financial stability and resilience.

Recommendation:

Authorize the Contract Amendment Register dated July 9, 2024.

Fiscal Impact:

The City Council has authorized funding as part of the adopted FY 2023-2024 and FY 2024-2025 Operating Budgets related to the proposed contract amendments.

Attachments:

- A. Contract Amendment Register
- B. Bureau Veritas Technical Assessments LLC - First Amendment
- C. KOA Corporation - Third Amendment

CONTRACT AMENDMENT REGISTER

Contract No.	Dept.	Service	Vendor	RFP (Y/N) & Council Approval Date	Cooperative Purchasing (Y/N) & Source	Current Term and Expiration Date	Current Not-to-Exceed	Amendment / Change Order No.	Additional Term and Date	Additional Comp & CPI	New Not-to-Exceed	Funding Source	Adopted Budget
<b>TERM AND COMPENSATION</b>													
<b>COMPENSATION ONLY</b>													
<b>TERM ONLY</b>													
1	Public Works	Professional Consulting Services	Bureau Veritas Technical Assessments LLC	Y 10/24/2023	N	6 months from NTP 7/10/2024	\$50,937	1	90 calendar days 10/8/2024	N/A	N/A	CIP	Yes
2	Public Works	Professional Engineering and Design Services	KOA Corporation	Y 7/10/2018	N	6 years 7/11/2024	\$800,000	3	180 calendar days 1/7/2025	N/A	N/A	CIP	Yes
<b>CHANGE ORDERS</b>													

N/A: Not applicable

**CITY OF SIGNAL HILL**  
**FIRST AMENDMENT TO**  
**PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This First Amendment to the Professional Consultant Services Agreement (“First Amendment”) is entered into on the 9<sup>th</sup> day of July, 2024, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 (“City”) and **Bureau Veritas Technical Assessments LLC, a Limited Liability Corporation**, with its principal place of business at **6201 University Blvd., Suite 200, Ellicott City, MD 21043** (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

**2. RECITALS.**

2.1 Agreement. The Parties entered into that certain Agreement for Professional Consultant Services dated October 24, 2023 (“Agreement”).

2.2 First Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement.

**3. TERMS.**

3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

“The term of this Agreement shall be from January 10, 2024, to October 8, 2024, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.”

3.2 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

**CITY OF SIGNAL HILL**

**BUREAU VERITAS TECHNICAL  
ASSESSMENTS**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
Matt Munter, Executive VP

**ATTEST:**

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

By: \_\_\_\_\_  
Eric Piller, Senior VP

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E. Richardson  
City Attorney

**AMENDMENT NO. 3**

**TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL SERVICES (“Third Amendment”) is made by and between the CITY OF SIGNAL HILL (“City”) and KOA Corporation., a California corporation (“Consultant”) shall be deemed to be effective as of the 9<sup>th</sup> day of July, 2024.

**RECITALS**

**I.** City and Consultant entered into that certain Agreement for Professional Services dated July 10, 2018 whereby Consultant agreed to provide as-needed engineering services through July 10, 2021, for the sum of \$400,000 (“Agreement”).

**II.** City and Contractor amended the Agreement, Amendment No. 1, dated May 25<sup>th</sup>, 2021 to extend the term for an additional three-year period and to increase the compensation by \$400,000 for a total Contract Sum of \$800,000 (“First Amendment”).

**III.** City and Contractor amended the Agreement, Amendment No. 2, dated October 14<sup>th</sup>, 2022 to include civil engineering and design services (“Second Amendment”).

**IV.** City and Contractor now desire to amend the Agreement in order to extend the term for an additional 180 days (“Third Amendment”).

**TERMS**

**A. Term.** Section 3.4 of the Agreement is hereby amended in its entirety to read as follows:

“The term of the Agreement shall be from July 10, 2018 to January 7, 2025 unless earlier terminated as provided in Article 7. Consultant shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines provided in Exhibit “D”.”

**B. Continuing Effect of Agreement.** Except as specifically set forth by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Third Amendment on the date and year first-above written.

**CITY:**

CITY OF SIGNAL HILL,  
a municipal corporation

\_\_\_\_\_  
Carlo Tomaino  
City Manager

**ATTEST:**

\_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

BEST BEST & KRIEGER LLP

\_\_\_\_\_  
Matthew E. Richardson  
City Attorney

**CONSULTANT:**

KOA CORPORATION, a California corporation

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Address: 1100 Corporate Center Drive, Suite 201  
Monterey Park, CA 91754

**NOTE: Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.**



CITY OF SIGNAL HILL  
STAFF REPORT

2175 Cherry Avenue • Signal Hill, California 90755-3799

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7/9/2024

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**AGENDA ITEM**

**TO: HONORABLE MAYOR  
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO  
CITY MANAGER**

**BY: SHARON DEL ROSARIO  
ADMINISTRATIVE SERVICES OFFICER/FINANCE DIRECTOR**

**SUBJECT: SCHEDULE OF INVESTMENTS AND MONTHLY TRANSACTION REPORT**

Summary:

The Schedule of Investments is a listing of all surplus funds invested for both the City and the Successor Agency to the former Signal Hill Redevelopment Agency as of the date shown in the report. The monthly transaction report provides the changes in investments for the prior month.

Strategic Goal(s):

Goal No. 1 Financial Stability: Ensure the City's long-term financial stability and resilience.

Recommendation:

Receive and file.

Fiscal Impact:

No fiscal impact is associated with the recommended action.

Background:

The Schedule of Investments, dated May 31, 2024, shows the distribution of the City and its former Redevelopment Agency's invested surplus funds and the annualized interest for each investment listed. Also provided is the monthly transaction report detailing changes within the investment account.

Analysis:



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7/9/2024

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In accordance with California Government Code Section 53646, all listed investments comply with the City's adopted Investment Policy. Funds are available to meet anticipated expenditure requirements for the next six months.

Attachments:

- A. Schedule of Investments
- B. Investment Transaction Report

**Schedule of Investments**  
(Includes City of Signal Hill and Signal Hill Redevelopment Agency)  
**May 31, 2024**

Investment	CUSIP #	PURCHASE Date	MATURITY Date**	COUPON	YIELD@	V A L U E			Annual Projected Interest	Weight	
						COST #	PAR	MARKET*			
<b>Local Agency Investment Fund:</b>											
City of Signal Hill		Various	Demand	N/A	4.332%	42,028,727.95	42,028,727.95	42,028,727.95	2,035,984.43	0.405	
Successor Agency		Various	Demand	N/A	4.332%	505,496.19	505,496.19	505,496.19	21,601.76	0.005	
						Subtotal	42,534,224.14	42,534,224.14	2,057,486.19	0.410	
<b>California Asset Management Program:</b>											
City of Signal Hill ***		Various	Demand	N/A	5.430%	16,620,915.27	16,620,915.27	16,620,915.27	619,374.40	0.160	
						Subtotal	16,620,915.27	16,620,915.27	619,374.40	0.160	
<b>Government Securities:</b>											
FEDERAL HOME LOAN BANK	3133XBEW8	5/8/2023	8/15/2024	5.375%	4.278%	500,000.00	500,000.00	499,745.52	26,875.00	0.005	
FEDERAL FARM CREDIT BANK	3133ENZ94	2/6/2023	11/18/2024	4.500%	4.335%	500,000.00	500,000.00	497,873.57	22,500.00	0.005	
FEDERAL HOME LOAN BANK	3130AU335	8/7/2023	2/28/2025	2.000%	5.050%	500,000.00	500,000.00	488,694.82	10,000.00	0.005	
FREDDIE MAC (FHLMC)	3134GWWW4	10/13/2020	3/28/2025	0.450%	3.381%	500,000.00	500,000.00	480,698.98	2,250.00	0.005	
FREDDIE MAC (FHLMC)	3134GWXE1	10/13/2020	6/30/2025	0.500%	3.398%	500,000.00	500,000.00	476,056.62	2,500.00	0.005	
FEDERAL FARM CREDIT BANK	3133EMBJ0	9/29/2020	9/29/2025	0.530%	0.530%	1,000,000.00	1,000,000.00	942,640.46	5,300.00	0.010	
FANNIE MAE	3135G06G3	8/7/2023	1/17/2025	0.500%	4.720%	500,000.00	500,000.00	468,933.48	2,500.00	0.005	
INTL FINANCE CORP (IFC)	4595V0SG2	8/8/2023	1/7/2026	4.550%	4.690%	500,000.00	500,000.00	493,518.30	22,750.00	0.005	
FREDDIE MAC (FHLM)	3130AKZ25	2/26/2021	2/26/2026	0.650%	0.750%	500,000.00	500,000.00	463,718.42	3,250.00	0.005	
FEDERAL HOME LOAN BANK	3130AXB31	4/3/2024	3/13/2026	4.875%	4.677%	500,000.00	500,000.00	499,730.18	24,375.00	0.005	
FEDERAL HOME LOAN BANK	3130APJX4	10/29/2021	4/29/2026	1.100%	1.100%	500,000.00	500,000.00	464,523.81	5,500.00	0.005	
INTER-AMERICAN DEVEL BANK (IADB)	4581XOEK0	7/6/2023	5/15/2026	4.500%	4.840%	500,000.00	500,000.00	495,396.08	22,500.00	0.005	
FEDERAL HOME LOAN BANK	3130AJLH0	10/18/2021	5/19/2026	0.920%	0.985%	500,000.00	500,000.00	462,569.18	4,600.00	0.005	
FEDERAL HOME LOAN BANK	3130ANSV3	9/16/2021	6/16/2026	0.800%	0.730%	500,000.00	500,000.00	460,408.88	4,000.00	0.005	
FEDERAL FARM CREDIT BANK	3133EM3T7	9/1/2021	9/1/2026	0.870%	0.810%	500,000.00	500,000.00	456,978.25	4,350.00	0.005	
FEDERAL HOME LOAN BANK	3130APAN2	5/20/2021	9/30/2026	0.950%	1.054%	500,000.00	500,000.00	456,166.23	4,750.00	0.005	
FEDERAL HOME LOAN BANK	3130APCD5	10/21/2021	10/21/2026	1.000%	1.000%	500,000.00	500,000.00	456,137.31	5,000.00	0.005	
FEDERAL HOME LOAN BANK	3130APHT5	10/26/2021	10/26/2026	1.200%	1.210%	500,000.00	500,000.00	458,049.20	6,000.00	0.005	
FEDERAL HOME LOAN BANK	3130APXM2	12/15/2021	12/15/2026	1.500%	1.500%	500,000.00	500,000.00	458,560.07	7,500.00	0.005	
FEDERAL HOME LOAN BANK	3130AOHB2	1/27/2022	1/27/2027	1.500%	1.500%	500,000.00	500,000.00	458,734.78	7,500.00	0.005	
FEDERAL HOME LOAN BANK	3130AOH55	1/29/2022	1/28/2027	1.700%	1.700%	500,000.00	500,000.00	461,153.20	8,500.00	0.005	
FEDERAL HOME LOAN BANK	3130AL5A8	5/8/2022	2/26/2027	0.900%	3.150%	500,000.00	500,000.00	449,658.89	4,500.00	0.005	
INTER-AMERICAN DEVEL BANK (IADB)	4581BWED4	10/7/2022	6/10/2027	2.980%	4.080%	500,000.00	500,000.00	472,720.34	14,900.00	0.005	
FEDERAL HOME LOAN BANK	3130AT4T1	9/22/2022	9/22/2027	4.000%	4.000%	500,000.00	500,000.00	489,119.99	20,000.00	0.005	
INTER-AMERICAN DEVEL BANK (IADB)	4581XOEH7	2/7/2023	1/12/2028	3.690%	3.690%	500,000.00	500,000.00	487,453.10	20,000.00	0.005	
INTL BK RECON & DEVELOPMENT (IBRD)	4590M3R0	2/7/2023	2/3/2028	3.625%	3.660%	500,000.00	500,000.00	482,577.37	18,125.00	0.005	
FEDERAL FARM CREDIT BANK	3133EP3B9	5/8/2023	5/9/2028	3.600%	3.500%	500,000.00	500,000.00	481,729.41	18,000.00	0.005	
INTL BK RECON & DEVELOPMENT (IBRD)	4590M4E8	6/26/2023	6/26/2028	4.500%	4.500%	500,000.00	500,000.00	485,546.79	22,500.00	0.005	
INTL BK RECON & DEVELOPMENT (IBRD)	4590S8KT9	8/8/2023	7/12/2028	3.500%	4.269%	500,000.00	500,000.00	478,088.46	17,500.00	0.005	
INTL FINANCE CORP (IFC)	4595V0SM9	12/12/2023	11/27/2028	4.500%	4.284%	500,000.00	500,000.00	495,841.60	22,500.00	0.005	
INTER-AMERICAN DEVEL BANK (IADB)	4581BWVEW2	1/16/2024	1/11/2029	4.010%	3.985%	500,000.00	500,000.00	487,357.00	20,050.00	0.005	
FEDERAL FARM CREDIT BANK	3133EP3B9	5/8/2023	5/9/2028	3.600%	3.500%	500,000.00	500,000.00	491,097.69	20,625.00	0.005	
FEDERAL HOME LOAN BANK	3130AVD33	4/16/2024	3/9/2029	4.500%	4.660%	500,000.00	500,000.00	497,478.15	22,500.00	0.005	
INTL FINANCE CORP (IFC)	4595V0S20	4/2/2024	3/27/2029	4.375%	4.376%	1,000,000.00	1,000,000.00	988,800.00	43,750.00	0.010	
FEDERAL HOME LOAN BANK	3130B1K55	5/30/2024	5/29/2029	4.780%	4.741%	500,000.00	500,000.00	500,347.32	23,900.00	0.005	
						Subtotal	18,500,000.00	18,500,000.00	17,688,694.14	491,350.00	0.178
<b>Municipal Bonds</b>											
SAN JOSE CA TXBL-SER B	798135F20	10/12/2022	9/1/2027	2.600%	4.600%	500,000.00	500,000.00	466,613.10	13,000.00	0.005	
CALIFORNIA STATE HIGHWAY REVENUE	1307DQF2	2/16/2022	1/1/2027	1.351%	4.380%	500,000.00	500,000.00	443,831.90	8,600.00	0.005	
CALIFORNIA STATE TXBL VAR CONSTRUCT	13063DC48	4/19/2024	2/1/2029	3.050%	4.780%	500,000.00	500,000.00	446,801.55	8,500.00	0.005	
CALIFORNIA STATE TXBL VAR BID GROUP	13063DMB1	4/19/2024	4/1/2029	3.050%	4.768%	1,000,000.00	1,000,000.00	922,380.00	30,500.00	0.010	
						Subtotal	2,500,000.00	2,500,000.00	2,279,686.55	58,800.00	0.024
<b>Money Market Funds + (Cash on Hand)</b>											
Goldman FS Gov 1237***	38142Y716	Various	Demand	N/A	5.170%	\$4,036,966.02	4,036,966.02	4,036,966.02	264,439.13	0.039	
JPMorgan FedMMF Inst 836	4812A2785	Various	Demand	N/A	5.140%	2,927,354.29	2,927,354.29	2,927,354.29	191,754.65	0.028	
Wells Fargo Gov 11751	94975P405	Various	Demand	N/A	5.170%	-	-	-	-	-	
						Subtotal	\$6,964,320.31	6,964,320.31	6,964,320.31	456,193.78	0.067
<b>Certificate of Deposit- Negotiable</b>											
LUANA SAVINGS BANK	549104QG5	6/5/2020	6/5/2024	0.450%	0.450%	250,000.00	250,000.00	249,824.54	1,125.00	0.002	
TEXAS EXCHANGE BANK	88241THM5	6/8/2020	6/7/2024	0.700%	0.700%	250,000.00	250,000.00	249,777.26	1,750.00	0.002	
COMMERCE BANK GENEVA	200560TD5	6/10/2020	6/10/2024	0.450%	0.450%	250,000.00	250,000.00	249,611.35	1,125.00	0.002	
BMO HARRIS BANK NA	05600XAN0	7/29/2020	7/29/2024	0.550%	0.550%	247,000.00	247,000.00	245,044.41	1,358.50	0.002	
CHARLES SCHWAB BANK	15987UBW7	8/10/2023	8/8/2024	5.300%	5.300%	250,000.00	250,000.00	249,871.02	13,250.00	0.002	
MORGAN STANLEY BANK	61699J734	10/13/2022	10/15/2024	4.300%	4.300%	250,000.00	250,000.00	249,982.54	10,750.00	0.002	
MORGAN STANLEY PVT BANK	61786M466	10/13/2022	10/15/2024	4.300%	4.300%	250,000.00	250,000.00	248,882.10	10,750.00	0.002	
SECURITY BANK AND TRUST	814010CB8	10/30/2020	2/28/2025	0.250%	0.250%	250,000.00	250,000.00	240,691.60	625.00	0.002	
FLAGSTAR BANK FSB	33847E3D7	4/29/2020	4/29/2025	1.150%	1.150%	250,000.00	250,000.00	240,745.06	2,875.00	0.002	
SYNCHRONY BANK	8716SHB41	5/1/2020	5/1/2025	1.050%	1.100%	250,000.00	250,000.00	240,437.50	2,625.00	0.002	
STATE BANK INDIA	856283P26	7/10/2020	7/10/2025	0.950%	0.950%	247,000.00	247,000.00	235,605.30	2,346.50	0.002	
SALLIE MAE BANK	795450W80	7/29/2020	7/29/2025	0.650%	0.650%	247,000.00	247,000.00	234,293.13	1,605.50	0.002	
MEDALLION BANK UTAH	58404DHQ7	7/30/2020	7/30/2025	0.550%	0.550%	247,000.00	247,000.00	233,859.83	1,358.50	0.002	
BARCLAYS BANK	06740KRZ2	8/18/2023	8/18/2025	5.000%	5.000%	250,000.00	250,000.00	250,178.67	12,500.00	0.002	
TOYOTA FINANCIAL SGS BK	89235MKF7	8/21/2020	8/21/2025	0.650%	0.650%	247,000.00	247,000.00	233,660.80	1,605.50	0.002	
BMW BANK NORTH AMERICA	05589AXF6	9/25/2020	9/25/2025	0.500%	0.500%	250,000.00	250,000.00	235,059.55	1,250.00	0.002	
FIRST CHOICE BANK	319461D52	9/30/2020	9/30/2025	0.400%	0.400%	250,000.00	250,000.00	234,514.28	1,000.00	0.002	
PACIFIC WESTERN BANK	69509YS48	9/30/2020	9/30/2025	0.450%	0.450%	250,000.00	250,000.00	234,700.66	1,125.00	0.002	
HIAWATHA NATIONAL BANK	428548AT8	10/9/2020	10/9/2025	0.450%	0.450%	250,000.00	250,000.00	234,416.29	1,125.00	0.002	
CITI BANK NATIONAL ASSOCIATION	17312Q4D8	10/30/2023	10/30/2025	5.350%	5.350%	250,000.00	250,000.00	250,491.55	13,375.00	0.002	
BANKUNITED NA	06651QR33	3/19/2021	3/19/2026	0.800%	0.800%	250,000.00	250,000.00	231,496.38	2,000.00	0.002	
LIBS BANK USA	90348JN48	6/23/2021	6/23/2026	0.750%	0.750%	247,000.00	247,000.00	226,244.29	1,852.50	0.002	
NEW YORK COMMUNITY BANK	604947J20	6/30/2021	7/1/2026	0.700%	0.700%	247,000.00	247,000.00	226,012.73	1,729.00	0.002	
GOLDMAN SACHS BANK USA	38149MXX7	7/29/2021	7/29/2026	0.850%	0.850%	250,000.00	250,000.00	228,849.80	2,125.00	0.002	
MERIDIAN BANK	58958PJC9	7/28/2021	7/28/2026	0.700%	0.700%	250,000.00	250,000.00	227,885.05	1,750.00	0.002	
FIRST NATL BK OF AMERICA	32110YUC7	7/30/2021	7/30/2026								

**Investments Transaction Report**  
**5/31/2024**

<b>Total Investments Beginning Balance (PAR Value):</b>	<b>100,550,708.70</b>
<b>Receipts</b>	
Interest	190,833.76
Transfer to LAIF from Checking	2,000,000.00
Transfer To CAMP from Checking	1,000,000.00
Bond Contributions to Fiscal Agent	102,913.46
Investment Purchases	500,000.00
Money Market	-
<b>Total Receipts</b>	<b>3,793,747.22</b>
<b>Disbursements</b>	
Transfer to Checking from LAIF	-
Transfer to Checking from CAMP	-
Bond Debt Service Payments by Fiscal Agent	(21,500.00)
Bond Draw Down from Fiscal Agent	-
Investment Maturities/Calls	-
Money Market	(500,000.00)
<b>Total Disbursements</b>	<b>(521,500.00)</b>
<b>Total Investments Ending Balance (PAR Value):</b>	<b>103,822,955.92</b>



CITY OF SIGNAL HILL  
STAFF REPORT

2175 Cherry Avenue • Signal Hill, California 90755-3799

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7/9/2024

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**AGENDA ITEM**

**TO: HONORABLE MAYOR  
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO  
CITY MANAGER**

**BY: DAVID HOPPER  
CITY TREASURER**

**SHARON DEL ROSARIO  
ADMINISTRATIVE SERVICES OFFICER/FINANCE DIRECTOR**

**SUBJECT: WARRANT REGISTER DATED JULY 9, 2024**

Summary:

The Warrant Register is a listing of all general disbursements, issued since the prior warrant register, and warrants to be released subject to City Council approval.

Strategic Plan Goal(s):

Goal No. 1 Financial Stability: Ensure the City's long-term financial stability and resilience.

Recommendation:

Authorize payment of the Warrant Register dated July 9, 2024.

Fiscal Impact:

Funds are budgeted and available for payment.

Analysis:

## Warrant Register for Council Meeting 7/09/24

Payment Type	Payment Date	Payment Numbers	Total
Regular Check	6/25/2024	118567 THRU 118641	\$ 314,422.24
EFT*	6/26/2024	103700 THRU 103736	\$ 319,834.02
Credit Card Transactions	6/10/2024	DFT0011944	\$ 99,209.66
Manual DFT*	5/9/2024	DFT0011936	\$ 520.00
Manual DFT*	6/3/2024	DFT0011943	\$ 8,351.78
Manual EFT*	6/7/2024	103693	\$ 19,680.00
Manual Check	6/13/2024	118566	\$ 75.00
Manual DFT*	6/10/2024	DFT0011935	\$ 233.99
Manual DFT*	5/15/2024	DFT0011793	\$ 0.12
Manual DFT*	6/5/2024	DFT0011938	\$ 38.01
Manual DFT*	6/11/2024	DFT0011942	\$ 58,282.43
Manual DFT*	6/12/2024	DFT0011937 THRU DFT0011941	\$ 16,214.00
Manual DFT*	6/17/2024	DFT0012043 THRU DFT0012044	\$ 955.80
Manual EFT*	6/17/2024	DFT0011933	\$ 26,904.86
Payroll Vendor Payments	6/6/2024		\$ 158,056.80
Payroll Vendor Payments	6/13/2024		\$ 128,417.31
Payroll**	6/6/2024		\$ 297,416.56
Regular Check	7/9/2024	118648 THRU 118694	\$ 148,235.83
EFT*	7/10/2024	103737 THRU 103760	\$ 2,462,743.21
EFT*	7/10/2024	103761	\$ 67,881.78
Utility Billing Refunds	7/9/2024	118642 THRU 118647	\$ 143.56
Payroll Vendor Payments	6/20/2024		\$ 177,195.64
Payroll Vendor Payments	6/25/2024		\$ 3,835.27
Payroll Vendor Payments	6/26/2024		\$ 97,831.22
Payroll**	6/20/2024		\$ 329,506.63
<b>Total</b>			<b>\$ 4,735,985.71</b>

\* EFT/DFT - Electronic/Draft Funds Transfer

\*\* Represents the total net payroll direct deposit on pay date

All warrants are submitted for approval. The invoices and their supporting documentation are available for review in the Finance Department.

Attachment:

A. Warrant Register



City of Signal Hill

# Warrant Register

By Vendor Name

Payment Dates 6/25/2024 - 6/25/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 9423 - 3 CHIEFS BREWING</b>							
118567	06/25/2024	6158-01	06/10/2024	DEVELOPER DEPOSIT REFUND TO CLOSE	100-23530	Deposits-Community Develo...	397.15
<b>Vendor 9423 - 3 CHIEFS BREWING Total:</b>							<b>397.15</b>
<b>Vendor: 0007 - ABC PRESS</b>							
118568	06/25/2024	240036	01/31/2024	PRINTING SVCS	100-51-5710	Office Supplies	222.71
118568	06/25/2024	240229	05/15/2024	PRNT SVCS: SUMMER FUN GUIDE	100-82-5630	Media Services	2,395.73
118568	06/25/2024	240239	05/22/2024	PRINTING SVCS	100-61-5740	General Supplies	137.81
<b>Vendor 0007 - ABC PRESS Total:</b>							<b>2,756.25</b>
<b>Vendor: 9360 - ADAMS S MARK</b>							
118569	06/25/2024	2684	05/31/2024	DECAL REMOVER: #61808	601-40-5542	Vehicle Body Work Services	595.00
118569	06/25/2024	2685	05/31/2024	DECAL REMOVAL: #60618	601-40-5542	Vehicle Body Work Services	425.00
<b>Vendor 9360 - ADAMS S MARK Total:</b>							<b>1,020.00</b>
<b>Vendor: 0567 - ADAMSON POLICE PRODUCTS</b>							
118570	06/25/2024	INV415580	05/25/2024	PD FLASHLIGHTS	100-72-5740	General Supplies	4,471.74
<b>Vendor 0567 - ADAMSON POLICE PRODUCTS Total:</b>							<b>4,471.74</b>
<b>Vendor: 9267 - AJ FISTES CORPORATION</b>							
118571	06/25/2024	PA # 2	05/21/2024	LLMD PAINTING PROJECT: CITY HALL	100-82-5470	Historical Preservation	2,806.76
<b>Vendor 9267 - AJ FISTES CORPORATION Total:</b>							<b>2,806.76</b>
<b>Vendor: 8884 - ASHLEY PADILLA</b>							
118572	06/25/2024	05202024	05/20/2024	TRAVEL/TRAINING	100-76-5320	Travel & Training	209.88
<b>Vendor 8884 - ASHLEY PADILLA Total:</b>							<b>209.88</b>
<b>Vendor: 1008 - ASSOCIATED SOILS ENGINEERING</b>							
118573	06/25/2024	47863	03/31/2024	MATERIAL TESTING FUEL CANOPY	601-40-5840	Capital Outlay	2,530.00
118573	06/25/2024	47934	04/30/2024	MATERIAL TESTING FOR HILLBROOK PARK	400-40-5895	Park Capital Improvements	4,195.00
<b>Vendor 1008 - ASSOCIATED SOILS ENGINEERING Total:</b>							<b>6,725.00</b>
<b>Vendor: 1747 - BAVCO</b>							
118574	06/25/2024	273421	05/15/2024	WATER DEPT SUPPLIES	500-40-5560	Repair & Maintenance Servic...	428.21
<b>Vendor 1747 - BAVCO Total:</b>							<b>428.21</b>

Warrant Register							Payment Dates: 6/25/2024 - 6/25/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 9427 - BOB NIELSEN</b>							
118575	06/25/2024	6172-01	06/10/2024	DEVELOPER DEPOSIT REFUND TO CLOSE	100-23530	Deposits-Community Develo...	524.00
<b>Vendor 9427 - BOB NIELSEN Total:</b>							<b>524.00</b>
<b>Vendor: 4368 - BROADWAY LOCKSMITH SHOP</b>							
118576	06/25/2024	0000141050	05/15/2024	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	55.74
118576	06/25/2024	31382	05/09/2024	PUBLIC WORKS SUPPLIES	100-94-5740	General Supplies	695.00
<b>Vendor 4368 - BROADWAY LOCKSMITH SHOP Total:</b>							<b>750.74</b>
<b>Vendor: 8817 - CANON FINANCIAL SERVICES, INC.</b>							
118577	06/25/2024	33020622	06/11/2024	COPIER LEASE: JUN 2024	100-51-5552	Rental/Lease of Equipment	1,561.97
<b>Vendor 8817 - CANON FINANCIAL SERVICES, INC. Total:</b>							<b>1,561.97</b>
<b>Vendor: 8635 - CATALYST ENVIRONMENTAL SOLUTIONS CORPORATION</b>							
118578	06/25/2024	CSH-27	06/04/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	9,645.66
118578	06/25/2024	CSH-27	06/04/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	1,929.13
118578	06/25/2024	CSH-27	06/04/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-1,929.13
118578	06/25/2024	CSH-307	06/06/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	252.50
118578	06/25/2024	CSH-307	06/06/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	50.50
118578	06/25/2024	CSH-307	06/06/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-50.50
118578	06/25/2024	CSH-505	06/04/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	3,627.50
118578	06/25/2024	CSH-505	06/04/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	18,137.50
118578	06/25/2024	CSH-505	06/04/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-3,627.50
<b>Vendor 8635 - CATALYST ENVIRONMENTAL SOLUTIONS CORPORATION Total:</b>							<b>28,035.66</b>
<b>Vendor: 9363 - CHAMP EQUIPMENT CORP</b>							
118579	06/25/2024	10469	06/05/2024	PW TRAILER	100-94-5740	General Supplies	9,261.00
<b>Vendor 9363 - CHAMP EQUIPMENT CORP Total:</b>							<b>9,261.00</b>

Warrant Register						Payment Dates: 6/25/2024 - 6/25/2024	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 5535 - CHRIS WILSON</b>							
118580	06/25/2024	06192024	06/19/2024	PLANNING COMMISSIONER 4TH QTR	100-61-5150	Commission Meetings	375.00
<b>Vendor 5535 - CHRIS WILSON Total:</b>							<b>375.00</b>
<b>Vendor: 5431 - CINTAS CORPORATION</b>							
118581	06/25/2024	4193230916	05/21/2024	UNIFORMS	100-92-5730	Uniforms	62.08
118581	06/25/2024	4193230916	05/21/2024	UNIFORMS	100-95-5730	Uniforms	165.34
118581	06/25/2024	4193230916	05/21/2024	UNIFORMS	500-40-5730	Uniforms	44.67
118581	06/25/2024	4193230916	05/21/2024	UNIFORMS	601-40-5730	Uniforms	10.69
118581	06/25/2024	4193987864	05/29/2024	UNIFORMS	100-92-5730	Uniforms	62.08
118581	06/25/2024	4193987864	05/29/2024	UNIFORMS	100-95-5730	Uniforms	91.66
118581	06/25/2024	4193987864	05/29/2024	UNIFORMS	500-40-5730	Uniforms	44.67
118581	06/25/2024	4193987864	05/29/2024	UNIFORMS	601-40-5730	Uniforms	10.69
<b>Vendor 5431 - CINTAS CORPORATION Total:</b>							<b>491.88</b>
<b>Vendor: 0377 - CITY OF LONG BEACH</b>							
118582	06/25/2024	36912	05/28/2024	JOINT TRAFFIC SIGNAL MAINT	100-95-5400	Contract Services - General	12,862.38
118583	06/25/2024	06102024L	06/10/2024	LEASE AGREEMENT: 4/1/24- 6/30/24	100-75-5552	Rental of Equipment & Vehic...	5,401.89
<b>Vendor 0377 - CITY OF LONG BEACH Total:</b>							<b>18,264.27</b>
<b>Vendor: 1688 - D &amp; H WATER SYSTEMS INC</b>							
118584	06/25/2024	I2024-0648	05/24/2024	WATER DEPT SUPPLIES	500-40-5560	Repair & Maintenance Servic...	2,105.10
118584	06/25/2024	I2024-0649	05/24/2024	WATER DEPT SUPPLIES	500-40-5560	Repair & Maintenance Servic...	1,109.00
<b>Vendor 1688 - D &amp; H WATER SYSTEMS INC Total:</b>							<b>3,214.10</b>
<b>Vendor: 9425 - DARY SOUKCHALEUN</b>							
118585	06/25/2024	6171-01	06/10/2024	DEVELOPER DEPOSIT REFUND TO CLOSE	100-23530	Deposits-Community Develo...	82.00
<b>Vendor 9425 - DARY SOUKCHALEUN Total:</b>							<b>82.00</b>
<b>Vendor: 8917 - DE NOVO PLANNING GROUP</b>							
118586	06/25/2024	4269	06/04/2024	PROFESSIONAL SVCS: CEQA	100-61-5400	Contract Services - General	1,050.00
<b>Vendor 8917 - DE NOVO PLANNING GROUP Total:</b>							<b>1,050.00</b>
<b>Vendor: 9322 - DEVIL MOUNTAIN WHOLESALE NURSERY LLC</b>							
118587	06/25/2024	INV337763	06/04/2024	CENTENNIAL EVENT	100-82-5470	Historical Preservation	210.11
118587	06/25/2024	INV339283	06/06/2024	CENTENNIAL EVENT	100-82-5470	Historical Preservation	2,347.69
<b>Vendor 9322 - DEVIL MOUNTAIN WHOLESALE NURSERY LLC Total:</b>							<b>2,557.80</b>
<b>Vendor: 9262 - DUDEK</b>							
118588	06/25/2024	202403591	05/22/2024	WATER MASTER PLAN AND RATE STUDY	500-40-5423	Engineering Services	59,899.06
<b>Vendor 9262 - DUDEK Total:</b>							<b>59,899.06</b>



Warrant Register							Payment Dates: 6/25/2024 - 6/25/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 9426 - EFREN CHAVEZ</b>							
118589	06/25/2024	6176-01	06/10/2024	DEVELOPER DEPOSIT REFUND TO CLOSE	100-23530	Deposits-Community Develo...	232.59
<b>Vendor 9426 - EFREN CHAVEZ Total:</b>							<b>232.59</b>
<b>Vendor: 9419 - ERENDIRA HERNANDEZ</b>							
118590	06/25/2024	043024	04/30/2024	REIMB: SENIOR SOCIAL CLUB	100-82-5723	Event/Program Costs	48.29
<b>Vendor 9419 - ERENDIRA HERNANDEZ Total:</b>							<b>48.29</b>
<b>Vendor: 1121 - EWING IRRIGATION PRODUCTS INC.</b>							
118591	06/25/2024	22396467	05/24/2024	PUBLIC WORKS SUPPLIES	100-94-5740	General Supplies	110.99
118591	06/25/2024	22443553	05/30/2024	PUBLIC WORKS SUPPLIES	100-94-5740	General Supplies	183.15
118591	06/25/2024	22453017	05/31/2024	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	638.39
118591	06/25/2024	22543201	06/10/2024	PUBLIC WORKS SUPPLIES	100-94-5740	General Supplies	7.25
<b>Vendor 1121 - EWING IRRIGATION PRODUCTS INC. Total:</b>							<b>939.78</b>
<b>Vendor: 9299 - GRACE ENVIROMENT SERVICES, INC</b>							
118592	06/25/2024	1748	05/02/2024	VALVE EXERCISING ON CALL: APR 2024	500-40-5400	Contract Services - General	20,391.44
118592	06/25/2024	1763	06/10/2024	VALVE EXERCISING ON CALL: MAY 2024	500-40-5400	Contract Services - General	26,040.42
<b>Vendor 9299 - GRACE ENVIROMENT SERVICES, INC Total:</b>							<b>46,431.86</b>
<b>Vendor: 9329 - HAPPY DINER LLC</b>							
118593	06/25/2024	588944	04/27/2024	100TH: CELEBRATION PANCAKE BREAKFAST	100-82-5470	Historical Preservation	8,405.80
<b>Vendor 9329 - HAPPY DINER LLC Total:</b>							<b>8,405.80</b>
<b>Vendor: 1475 - HARRELL &amp; COMPANY ADVISORS LLC</b>							
118594	06/25/2024	06062024	06/06/2024	PROF SVCS: ANNUAL REPORT PREP	801-40-5104	Successor Agency Administra...	6,500.00
118594	06/25/2024	06062024A	06/06/2024	PROFESSIONAL SVCS: LEASE REVENUE BONDS	100-53-5410	Legal Services	1,500.00
118594	06/25/2024	06062024A	06/06/2024	PROFESSIONAL SVCS: LEASE REVENUE BONDS	500-40-5410	Legal Services	1,600.00
<b>Vendor 1475 - HARRELL &amp; COMPANY ADVISORS LLC Total:</b>							<b>9,600.00</b>
<b>Vendor: 8907 - HARRY &amp; SALLY INC</b>							
118595	06/25/2024	4733	04/04/2024	PROFESSIONAL SVCS: LIVSCAN-APR 2024	100-46-5400	Contract Services - General	220.00
<b>Vendor 8907 - HARRY &amp; SALLY INC Total:</b>							<b>220.00</b>
<b>Vendor: 0189 - HERITAGE PRESS</b>							
118596	06/25/2024	17409	06/06/2024	PRINTING SVCS	100-76-5740	General Supplies	875.39
<b>Vendor 0189 - HERITAGE PRESS Total:</b>							<b>875.39</b>
<b>Vendor: 1840 - ICREATE GRAPHIX</b>							
118597	06/25/2024	05_9104-	04/09/2024	UNIFORMS: T-SHIRTS	100-92-5730	Uniforms	128.08
118597	06/25/2024	05_9104-	04/09/2024	UNIFORMS: T-SHIRTS	100-94-5730	Uniforms	610.95
118597	06/25/2024	05_9104-	04/09/2024	UNIFORMS: T-SHIRTS	100-95-5730	Uniforms	318.65

Warrant Register							Payment Dates: 6/25/2024 - 6/25/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
118597	06/25/2024	05_9104-	04/09/2024	UNIFORMS: T-SHIRTS	500-40-5730	Uniforms	650.01
118597	06/25/2024	05_9104-	04/09/2024	UNIFORMS: T-SHIRTS	601-40-5730	Uniforms	650.01
<b>Vendor 1840 - ICREATE GRAPHIX Total:</b>							<b>2,357.70</b>
<b>Vendor: 7311 - INLAND EMPIRE STAGES, LTD</b>							
118598	06/25/2024	61030	05/22/2024	SENIOR EXCURSIONS: CHINESE AMERICAN MUSEUM	202-40-5670	Recreational Transit	1,566.87
118598	06/25/2024	61412	06/03/2024	SENIOR EXCURSIONS: LONG BEACH SYMPHONY	202-40-5670	Recreational Transit	1,243.43
<b>Vendor 7311 - INLAND EMPIRE STAGES, LTD Total:</b>							<b>2,810.30</b>
<b>Vendor: 8644 - JOE MAR POLYGRAPH &amp; INVESTIGATION SERVICES INC</b>							
118599	06/25/2024	2024-05-024-SHPD	05/24/2024	POLYGRAPH EXAM SVCS	100-74-5400	Contract Services - General	250.00
<b>Vendor 8644 - JOE MAR POLYGRAPH &amp; INVESTIGATION SERVICES INC Total:</b>							<b>250.00</b>
<b>Vendor: 0548 - JOHN HUNTER &amp; ASSOCS. INC.</b>							
118600	06/25/2024	SH1IW12403	05/20/2024	INDUSTRIAL WASTE: MAR 2024	100-93-5400	Contract Services - General	3,280.00
118600	06/25/2024	SH1MS412403	05/20/2024	NPDES: MAR 2024	100-93-5400	Contract Services - General	6,877.50
118600	06/25/2024	SH1MS412403	05/20/2024	NPDES: MAR 2024	100-93-5425	TMDL Watershed Professiona..	1,357.00
<b>Vendor 0548 - JOHN HUNTER &amp; ASSOCS. INC. Total:</b>							<b>11,514.50</b>
<b>Vendor: 9410 - JOSE DE JESUS AYON</b>							
118601	06/25/2024	00028923	04/15/2024	MAYOR'S TREE PLANTING	100-82-5470	Historical Preservation	231.53
118601	06/25/2024	00028926	04/16/2024	MAYOR'S TREE PLANTING	100-82-5470	Historical Preservation	231.53
118601	06/25/2024	00028928	04/16/2024	MAYOR'S TREE PLANTING EVENT	100-82-5470	Historical Preservation	231.53
118601	06/25/2024	00028940	04/19/2024	MAYOR'S TREE PLANTING	100-82-5470	Historical Preservation	1,515.94
<b>Vendor 9410 - JOSE DE JESUS AYON Total:</b>							<b>2,210.53</b>
<b>Vendor: 5518 - KIMBALL MIDWEST</b>							
118602	06/25/2024	102252709	05/23/2024	VEHICLE SUPPLIES	601-40-5542	Vehicle Body Work Services	341.16
<b>Vendor 5518 - KIMBALL MIDWEST Total:</b>							<b>341.16</b>
<b>Vendor: 1793 - KOA CORPORATION</b>							
118603	06/25/2024	000022797-2	03/31/2024	TASK #6 ON CALL SVCS: 33RD STREET WM	500-40-5423	Engineering Services	4,369.12
118603	06/25/2024	000022797-3	04/30/2024	TASK #6 ON CALL SVCS: 33RD STREET WM	500-40-5423	Engineering Services	1,301.44
118603	06/25/2024	000022797-4	05/28/2024	TASK #6 ON CALL SVCS: 33RD STREET WM	500-40-5423	Engineering Services	3,718.40
<b>Vendor 1793 - KOA CORPORATION Total:</b>							<b>9,388.96</b>
<b>Vendor: 0629 - LA COUNTY - REGISTAR-RECORDER</b>							
118604	06/25/2024	06102024	06/10/2024	CEQA FILING	100-62-5330	Meetings	75.00
<b>Vendor 0629 - LA COUNTY - REGISTAR-RECORDER Total:</b>							<b>75.00</b>

Warrant Register							Payment Dates: 6/25/2024 - 6/25/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 3474 - LA COUNTY AGRICULTURAL COMM</b>							
118605	06/25/2024	241578	05/09/2024	PESTICIDE WORKER SAFETY TRAINING	100-95-5320	Travel & Training	640.88
<b>Vendor 3474 - LA COUNTY AGRICULTURAL COMM Total:</b>							<b>640.88</b>
<b>Vendor: 5588 - LACEY MARSAC</b>							
118606	06/25/2024	098	05/22/2024	LIBRARY PROG: YOGA IN THE PARK	100-81-5723	Event/Program Costs	75.00
118606	06/25/2024	099	05/22/2024	LIBRARY PROG: YOGA IN THE PARK	100-81-5723	Event/Program Costs	75.00
<b>Vendor 5588 - LACEY MARSAC Total:</b>							<b>150.00</b>
<b>Vendor: 2902 - LONG BEACH WATER DEPARTMENT</b>							
118607	06/25/2024	52346	05/31/2024	RESERVOIR PARK RECLAIMED WATER: 04/17 - 05/21/24	100-94-5512	Utility Services	1,428.43
<b>Vendor 2902 - LONG BEACH WATER DEPARTMENT Total:</b>							<b>1,428.43</b>
<b>Vendor: 9186 - MEGAN COVARUBIAS</b>							
118608	06/25/2024	05082024	05/08/2024	TRAVEL/TRAINING REIMBURSEMENT	100-75-5320	Travel & Training	73.62
<b>Vendor 9186 - MEGAN COVARUBIAS Total:</b>							<b>73.62</b>
<b>Vendor: 5052 - MONTIEL, MELISSA</b>							
118609	06/25/2024	04202024	04/20/2024	REIMBURSEMENT: 100TH CAKE SUPPLIES	100-82-5470	Historical Preservation	32.99
<b>Vendor 5052 - MONTIEL, MELISSA Total:</b>							<b>32.99</b>
<b>Vendor: 4862 - NAPA AUTO PARTS</b>							
118610	06/25/2024	514344	05/28/2024	VEHICLE SUPPLIES	601-40-5740	General Supplies	136.28
118610	06/25/2024	514420	05/29/2024	VEHICLE SUPPLIES	601-40-5740	General Supplies	20.54
<b>Vendor 4862 - NAPA AUTO PARTS Total:</b>							<b>156.82</b>
<b>Vendor: 9183 - NATIONAL TRAINING CONCEPTS, INC</b>							
118611	06/25/2024	24-118	06/04/2024	TRAINING	100-72-5320	Travel & Training	548.00
<b>Vendor 9183 - NATIONAL TRAINING CONCEPTS, INC Total:</b>							<b>548.00</b>
<b>Vendor: 1702 - NOTIFICATION MAPS.COM LLC</b>							
118612	06/25/2024	27836618	05/29/2024	MAILING SERVICES	100-23530	Deposits-Community Develo...	3,933.49
118612	06/25/2024	27836618	05/29/2024	MAILING SERVICES	100-23530	Deposits-Community Develo...	786.70
118612	06/25/2024	27836618	05/29/2024	MAILING SERVICES	100-34-4600	Administrative Fee (CD)	-786.70
<b>Vendor 1702 - NOTIFICATION MAPS.COM LLC Total:</b>							<b>3,933.49</b>
<b>Vendor: 0170 - OFFICE DEPOT</b>							
118613	06/25/2024	347107622001	01/11/2024	OFFICE SUPPLIES	100-82-5740	General Supplies	366.38
118613	06/25/2024	347141170001	01/12/2024	OFFICE SUPPLIES	201-40-5723	Food Distribution Costs	29.76
118613	06/25/2024	355523652001	02/27/2024	OFFICE SUPPLIES	100-82-5740	General Supplies	221.47
118613	06/25/2024	356392022001	02/22/2024	OFFICE SUPPLIES	100-82-5740	General Supplies	163.30
118613	06/25/2024	356401811001	02/22/2024	OFFICE SUPPLIES	100-82-5740	General Supplies	81.79
118613	06/25/2024	360094042001	04/05/2024	OFFICE SUPPLIES: PUBLIC WORKS	100-92-5740	General Supplies	19.42

**Warrant Register**

**Payment Dates: 6/25/2024 - 6/25/2024**

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
118613	06/25/2024	361991508001	04/09/2024	OFFICE SUPPLIES	100-82-5740	General Supplies	-45.19
118613	06/25/2024	364707625001	05/08/2024	OFFICE SUPPLIES	100-81-5740	General Supplies	47.90
118613	06/25/2024	364734137001	05/08/2024	OFFICE SUPPLIES	100-81-5740	General Supplies	6.60
118613	06/25/2024	364734143001	05/07/2024	OFFICE SUPPLIES	100-81-5740	General Supplies	64.60
118613	06/25/2024	364866729001	05/08/2024	OFFICE SUPPLIES: PUBLIC WORKS	100-91-5740	General Supplies	87.49
118613	06/25/2024	365281710001	04/29/2024	OFFICE SUPPLIES	100-76-5740	General Supplies	1,490.33
118613	06/25/2024	365747348001	05/07/2024	OFFICE SUPPLIES: PUBLIC WORKS	100-92-5740	General Supplies	344.48
118613	06/25/2024	366272388001	05/24/2024	EOC SUPPLIES	100-77-5840	Capital Outlay	129.42
118613	06/25/2024	366779518001	05/10/2024	OFFICE SUPPLIES	100-51-5710	Office Supplies	83.90
118613	06/25/2024	366786505001	05/09/2024	OFFICE SUPPLIES	100-61-5740	General Supplies	16.64
118613	06/25/2024	366816410001	05/07/2024	OFFICE SUPPLIES	100-82-5740	General Supplies	19.83
118613	06/25/2024	366818015001	05/10/2024	OFFICE SUPPLIES	100-82-5740	General Supplies	373.63
118613	06/25/2024	366818016001	05/08/2024	OFFICE SUPPLIES	100-82-5740	General Supplies	197.56
118613	06/25/2024	366910045001	06/04/2024	OFFICE SUPPLIES: BANK BAG & PENS	100-53-5740	General Supplies	55.44
118613	06/25/2024	367089475001	05/09/2024	OFFICE SUPPLIES: PUBLIC WORKS	100-92-5740	General Supplies	35.12
118613	06/25/2024	367122364001	05/10/2024	OFFICE SUPPLIES: PUBLIC WORKS	500-40-5560	Repair & Maintenance Servic...	19.39
118613	06/25/2024	367317834001	05/14/2024	OFFICE SUPPLIES: HR/GENERAL	100-46-5740	General Supplies	7.31
118613	06/25/2024	367317834001	05/14/2024	OFFICE SUPPLIES: HR/GENERAL	100-51-5710	Office Supplies	39.50
118613	06/25/2024	367322401001	05/14/2024	OFFICE SUPPLIES: GENERAL	100-51-5710	Office Supplies	10.46
118613	06/25/2024	367361577001	05/17/2024	OFFICE SUPPLIES	100-63-5740	General Supplies	52.91
118613	06/25/2024	367368115001	05/17/2024	OFFICE SUPPLIES	100-51-5710	Office Supplies	100.50
118613	06/25/2024	368564480001	05/31/2024	OFFICE SUPPLIES	100-51-5710	Office Supplies	13.33
118613	06/25/2024	368565150001	05/31/2024	OFFICE SUPPLIES	100-51-5710	Office Supplies	69.23
118613	06/25/2024	368565153001	05/30/2024	OFFICE SUPPLIES	100-51-5710	Office Supplies	66.35
118613	06/25/2024	369125444001	06/05/2024	OFFICE SUPPLIES	100-53-5740	General Supplies	83.41
118613	06/25/2024	369432161001	05/24/2024	OFFICE SUPPLIES	100-75-5740	General Supplies	64.88
<b>Vendor 0170 - OFFICE DEPOT Total:</b>							<b>4,317.14</b>
<b>Vendor: 9354 - PACIFIC GENERAL CLEANING SERVICE INC</b>							
118615	06/25/2024	INV-23619	05/31/2024	AIR DUCT CLEANING SERVICES	100-92-5400	Contract Services - General	1,579.49
118615	06/25/2024	INV-23620	05/31/2024	AIR DUCT CLEANING SERVICES	100-92-5400	Contract Services - General	3,179.63
118615	06/25/2024	INV-23621	06/01/2024	AIR DUCT CLEANING SERVICES	100-92-5400	Contract Services - General	10,112.96
<b>Vendor 9354 - PACIFIC GENERAL CLEANING SERVICE INC Total:</b>							<b>14,872.08</b>
<b>Vendor: 5340 - PARKINK</b>							
118616	06/25/2024	29905	04/02/2024	CENTENNIAL GIVEAWAY ITEMS	100-82-5470	Historical Preservation	3,978.28
<b>Vendor 5340 - PARKINK Total:</b>							<b>3,978.28</b>

Warrant Register							Payment Dates: 6/25/2024 - 6/25/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 9411 - PERRIS FENCE &amp; SUPPLY, INC</b>							
118617	06/25/2024	22200	06/03/2024	PUBLIC WORKS SUPPLIES	100-94-5740	General Supplies	2,712.97
118617	06/25/2024	22201	06/03/2024	PUBLIC WORKS SUPPLIES	100-94-5740	General Supplies	152.90
<b>Vendor 9411 - PERRIS FENCE &amp; SUPPLY, INC Total:</b>							<b>2,865.87</b>
<b>Vendor: 5630 - PLANETBIDS INC</b>							
118641	06/25/2024	1023523	06/19/2024	FY 24-25 SUBSCRIPTION RENEWAL	100-16000	Inventory & Prepayments	6,419.78
<b>Vendor 5630 - PLANETBIDS INC Total:</b>							<b>6,419.78</b>
<b>Vendor: 5425 - RAINBOW BOOKS INC.</b>							
118618	06/25/2024	244700	04/17/2024	LIBRARY: MULTI-LANGUAGE BOOKS	100-81-5721	Special Department Supplies	4,313.07
<b>Vendor 5425 - RAINBOW BOOKS INC. Total:</b>							<b>4,313.07</b>
<b>Vendor: 9422 - RAMA SINGHAL</b>							
118619	06/25/2024	6098-01	06/10/2024	DEVELOPER DEPOSIT REFUND TO CLOSE	100-23530	Deposits-Community Develo...	245.25
<b>Vendor 9422 - RAMA SINGHAL Total:</b>							<b>245.25</b>
<b>Vendor: 5265 - REGIONAL TAP SERVICE CENTER</b>							
118620	06/25/2024	6022756	05/31/2024	REDUCED BUS FARE: MAY 2024	202-40-5671	Bus Fare Subsidy	96.00
<b>Vendor 5265 - REGIONAL TAP SERVICE CENTER Total:</b>							<b>96.00</b>
<b>Vendor: 3019 - RPW SERVICES</b>							
118621	06/25/2024	39794	05/31/2024	RODENT CONTROL: 1925 E 21ST - MAY 2024	100-94-5400	Contract Services - General	200.00
<b>Vendor 3019 - RPW SERVICES Total:</b>							<b>200.00</b>
<b>Vendor: 9057 - SAEIDA MILLER</b>							
118622	06/25/2024	06192024	06/19/2024	PLANNING COMMISSIONER: 4TH QTR	100-61-5150	Commission Meetings	375.00
<b>Vendor 9057 - SAEIDA MILLER Total:</b>							<b>375.00</b>
<b>Vendor: 1682 - SANDLER BROTHERS</b>							
118623	06/25/2024	0248160-IN	05/06/2024	PUBLIC WORKS SUPPLIES	100-95-5721	Special Dept Supplies-Graffiti	304.33
<b>Vendor 1682 - SANDLER BROTHERS Total:</b>							<b>304.33</b>
<b>Vendor: 5557 - SIERRA ANALYTICAL LABS INC</b>							
118624	06/25/2024	4F04011-	06/04/2024	WATER ANALYSIS	500-40-5400	Contract Services - General	540.00
118624	06/25/2024	4F04012-	06/04/2024	WATER ANALYSIS	500-40-5400	Contract Services - General	1,077.00
118624	06/25/2024	4F09001-	06/09/2024	WATER ANALYSIS	500-40-5400	Contract Services - General	415.00
118624	06/25/2024	4F09002-	06/09/2024	WATER ANALYSIS	500-40-5400	Contract Services - General	145.00
<b>Vendor 5557 - SIERRA ANALYTICAL LABS INC Total:</b>							<b>2,177.00</b>
<b>Vendor: 0686 - SOUTH COAST AQMD</b>							
118625	06/25/2024	4352355	05/01/2024	AQMD EMISSIONS FEES	100-95-5400	Contract Services - General	161.81
118625	06/25/2024	4354989	05/01/2024	AQMD EMISSION FEES	500-40-5400	Contract Services - General	161.81
<b>Vendor 0686 - SOUTH COAST AQMD Total:</b>							<b>323.62</b>

Warrant Register							Payment Dates: 6/25/2024 - 6/25/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 9323 - SOUTHERN TIRE MART LLC</b>							
118626	06/25/2024	7100021484	04/19/2024	INSTALLATION OF 19 TIRES	601-40-5750	Gasoline, Oil, & Tires	7,598.70
<b>Vendor 9323 - SOUTHERN TIRE MART LLC Total:</b>							<b>7,598.70</b>
<b>Vendor: 1394 - SPECIAL T WATER SYSTEMS INC</b>							
118627	06/25/2024	232701	05/13/2024	SERVICE CALL & REPAIR	500-40-5560	Repair & Maintenance Servic...	225.00
<b>Vendor 1394 - SPECIAL T WATER SYSTEMS INC Total:</b>							<b>225.00</b>
<b>Vendor: 6929 - STATE CONTROLLER DEPT ACCTG OFFICES</b>							
118628	06/25/2024	FTB-00006989	05/15/2024	FTB OFFSETS	100-76-5400	Contract Services - General	244.36
<b>Vendor 6929 - STATE CONTROLLER DEPT ACCTG OFFICES Total:</b>							<b>244.36</b>
<b>Vendor: 5109 - TERMINIX INTERNATIONAL LP</b>							
118629	06/25/2024	447396629	05/30/2024	PEST CONTROL SVCS: MAY 2024	100-94-5400	Contract Services - General	129.00
<b>Vendor 5109 - TERMINIX INTERNATIONAL LP Total:</b>							<b>129.00</b>
<b>Vendor: 9296 - THOMAS BEKELE</b>							
118630	06/25/2024	05-30-2024	05/30/2024	REIMBURSEMENT FOR TRAINING IN FRESNO/MONTEREY	100-91-5320	Travel & Training	970.41
<b>Vendor 9296 - THOMAS BEKELE Total:</b>							<b>970.41</b>
<b>Vendor: 5591 - THORNE, PHYLLIS</b>							
118631	06/25/2024	05232024	05/23/2024	PT REIMBURSEMENT	100-61-5150	Commission Meetings	39.97
<b>Vendor 5591 - THORNE, PHYLLIS Total:</b>							<b>39.97</b>
<b>Vendor: 7108 - TRB AND ASSOCIATES INC</b>							
118632	06/25/2024	5461	05/01/2024	CONTRACT PLAN CK & ON-CALL STAFFING	100-63-5421	Plan Check Professional Servic	4,238.76
<b>Vendor 7108 - TRB AND ASSOCIATES INC Total:</b>							<b>4,238.76</b>
<b>Vendor: 9272 - TRIPEPI SMITH AND ASSOCIATES, INC</b>							
118633	06/25/2024	11917	03/01/2024	100TH DINNER: VIDEOGRAPHER	100-82-5470	Historical Preservation	2,500.00
<b>Vendor 9272 - TRIPEPI SMITH AND ASSOCIATES, INC Total:</b>							<b>2,500.00</b>
<b>Vendor: 0122 - ULINE</b>							
118634	06/25/2024	177976509	05/09/2024	BUS STOP TRASH CANS	100-95-5582	Public Right of Way Maintan...	3,577.22
<b>Vendor 0122 - ULINE Total:</b>							<b>3,577.22</b>
<b>Vendor: 0497 - UNDERGROUND SERVICE ALERT</b>							
118635	06/25/2024	23-2425973	06/01/2024	CA STATE REGULATORY COST	500-40-5400	Contract Services - General	49.85
118635	06/25/2024	520240685	06/01/2024	MONTHLY DATABASE MAINT	500-40-5400	Contract Services - General	125.50
<b>Vendor 0497 - UNDERGROUND SERVICE ALERT Total:</b>							<b>175.35</b>
<b>Vendor: 1299 - VICTOR PARKER</b>							
118636	06/25/2024	06192024	06/19/2024	PLANNING COMMISSIONER 4TH QTR	100-61-5150	Commission Meetings	375.00
<b>Vendor 1299 - VICTOR PARKER Total:</b>							<b>375.00</b>

Warrant Register							Payment Dates: 6/25/2024 - 6/25/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 9420 - VICTORIA CHANG</b>							
118637	06/25/2024	040924	04/09/2024	REIMBURSEMENT: SENIOR SOCIAL CLUB	100-82-5723	Event/Program Costs	136.15
<b>Vendor 9420 - VICTORIA CHANG Total:</b>							<b>136.15</b>
<b>Vendor: 1574 - VITITOW CONSTRUCTION CORP,R.P.</b>							
118638	06/25/2024	6122-01	06/10/2024	DEVELOPER DEPOSIT REFUND TO CLOSE	100-23530	Deposits-Community Develo...	332.50
<b>Vendor 1574 - VITITOW CONSTRUCTION CORP,R.P. Total:</b>							<b>332.50</b>
<b>Vendor: 9424 - VITITOW FAMILY TRUST</b>							
118639	06/25/2024	6048-01	06/10/2024	DEVELOPER DEPOSIT REFUND TO CLOSE	100-23530	Deposits-Community Develo...	4,592.50
<b>Vendor 9424 - VITITOW FAMILY TRUST Total:</b>							<b>4,592.50</b>
<b>Vendor: 9371 - WHITTIER FERTILIZER COMPANY</b>							
118640	06/25/2024	411611	05/29/2024	PUBLIC WORKS SUPPLIES	100-94-5740	General Supplies	1,251.34
<b>Vendor 9371 - WHITTIER FERTILIZER COMPANY Total:</b>							<b>1,251.34</b>
<b>Grand Total:</b>							<b>314,422.24</b>

**Report Summary**

**Fund Summary**

Fund	Payment Amount
100 - General Fund	164,013.02
201 - HCDA Grant	29.76
202 - Transportation	2,906.30
400 - Capital Improvement	4,195.00
500 - Water Operations Fund	124,460.09
601 - Vehicle and Equipment	12,318.07
801 - RDA Obligation Retirement Fund	6,500.00
<b>Grand Total:</b>	<b>314,422.24</b>

**Account Summary**

Account Number	Account Name	Payment Amount
100-16000	Inventory & Prepayments	6,419.78
100-23530	Deposits-Community De...	44,768.97
100-34-4600	Administrative Fee (CD)	-6,393.83
100-46-5400	Contract Services - Gene...	220.00
100-46-5740	General Supplies	7.31
100-51-5552	Rental/Lease of Equipm...	1,561.97
100-51-5710	Office Supplies	605.98
100-53-5410	Legal Services	1,500.00
100-53-5740	General Supplies	138.85
100-61-5150	Commission Meetings	1,164.97
100-61-5400	Contract Services - Gene...	1,050.00
100-61-5740	General Supplies	154.45
100-62-5330	Meetings	75.00
100-63-5421	Plan Check Professional ...	4,238.76
100-63-5740	General Supplies	52.91
100-72-5320	Travel & Training	548.00
100-72-5740	General Supplies	4,471.74
100-74-5400	Contract Services - Gene...	250.00
100-75-5320	Travel & Training	73.62
100-75-5552	Rental of Equipment & V...	5,401.89
100-75-5740	General Supplies	64.88
100-76-5320	Travel & Training	209.88
100-76-5400	Contract Services - Gene...	244.36
100-76-5740	General Supplies	2,365.72
100-77-5840	Capital Outlay	129.42
100-81-5721	Special Department Supp..	4,313.07
100-81-5723	Event/Program Costs	150.00
100-81-5740	General Supplies	119.10
100-82-5470	Historical Preservation	22,492.16



**Account Summary**

Account Number	Account Name	Payment Amount
100-82-5630	Media Services	2,395.73
100-82-5723	Event/Program Costs	184.44
100-82-5740	General Supplies	1,378.77
100-91-5320	Travel & Training	970.41
100-91-5740	General Supplies	87.49
100-92-5400	Contract Services - Gene...	14,872.08
100-92-5730	Uniforms	252.24
100-92-5740	General Supplies	1,093.15
100-93-5400	Contract Services - Gene...	10,157.50
100-93-5425	TMDL Watershed Profess..	1,357.00
100-94-5400	Contract Services - Gene...	329.00
100-94-5512	Utility Services	1,428.43
100-94-5730	Uniforms	610.95
100-94-5740	General Supplies	14,374.60
100-95-5320	Travel & Training	640.88
100-95-5400	Contract Services - Gene...	13,024.19
100-95-5582	Public Right of Way Main...	3,577.22
100-95-5721	Special Dept Supplies-Gr...	304.33
100-95-5730	Uniforms	575.65
201-40-5723	Food Distribution Costs	29.76
202-40-5670	Recreational Transit	2,810.30
202-40-5671	Bus Fare Subsidy	96.00
400-40-5895	Park Capital Improveme...	4,195.00
500-40-5400	Contract Services - Gene...	48,946.02
500-40-5410	Legal Services	1,600.00
500-40-5423	Engineering Services	69,288.02
500-40-5560	Repair & Maintenance S...	3,886.70
500-40-5730	Uniforms	739.35
601-40-5542	Vehicle Body Work Servi...	1,361.16
601-40-5730	Uniforms	671.39
601-40-5740	General Supplies	156.82
601-40-5750	Gasoline, Oil, & Tires	7,598.70
601-40-5840	Capital Outlay	2,530.00
801-40-5104	Successor Agency Admin...	6,500.00
	<b>Grand Total:</b>	<b>314,422.24</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	262,714.07
6022	16,294.98
6048	4,592.50

**Project Account Summary**

<b>Project Account Key</b>	<b>Payment Amount</b>
6098	245.25
6122	332.50
6158	397.15
6171	82.00
6172	524.00
6174	303.00
6176	232.59
6199	21,765.00
80.24001.PKDV.204	4,195.00
813	184.44
8201A	29.76
90.17015	2,530.00
<b>Grand Total:</b>	<b>314,422.24</b>

## Authorization Signatures

### STAFF REPORT

Verify accuracy of the Warrant Register.

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Dated

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Finance Director

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City Manager



City of Signal Hill

# Warrant Register

By Vendor Name

Payment Dates 6/26/2024 - 6/26/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 8241 - ALLIED UNIVERSAL SECURITY SERVICES</b>							
103700	06/26/2024	15727745	05/23/2024	SECURITY SVCS: 5.10-5.23	100-72-5400	Contract Services - General	3,668.00
<b>Vendor 8241 - ALLIED UNIVERSAL SECURITY SERVICES Total:</b>							<b>3,668.00</b>
<b>Vendor: 5633 - AQUA BACKFLOW INC.</b>							
103701	06/26/2024	2024-0168	06/04/2024	BACKFLOW MANAGEMENT: MAY 2024	500-40-5400	Contract Services - General	836.00
<b>Vendor 5633 - AQUA BACKFLOW INC. Total:</b>							<b>836.00</b>
<b>Vendor: 8640 - ARCHITERRA, INC.</b>							
103702	06/26/2024	32225	04/30/2024	DESIGN SVCS - HILLBROOK PARK: 03.25.24-04.25.24	400-40-5895	Park Capital Improvements	4,552.10
103702	06/26/2024	32365	05/31/2024	DESIGN SVCS - HILLBROOK PARK: 04.25 - 05.24.2024	400-40-5895	Park Capital Improvements	3,713.20
103702	06/26/2024	32366	05/31/2024	DESIGN SVCS - HILLBROOK PARK: SVC 01.24.24	400-40-5895	Park Capital Improvements	417.50
<b>Vendor 8640 - ARCHITERRA, INC. Total:</b>							<b>8,682.80</b>
<b>Vendor: 8951 - ARDURRA GROUP, INC.</b>							
103703	06/26/2024	16741	10/31/2023	DESIGN SVCS: GUNDRY RESERVOIR - SEPT 2023	500-40-5840	Capital Outlay	27,269.50
103703	06/26/2024	17592	06/01/2024	DESIGN SVCS: GUNDRY RESERVOIR - APR 2024	500-40-5840	Capital Outlay	25,060.00
<b>Vendor 8951 - ARDURRA GROUP, INC. Total:</b>							<b>52,329.50</b>
<b>Vendor: 5438 - BEARCOM</b>							
103704	06/26/2024	5737651	06/03/2024	SC SVC AGREEMENT: FINAL	100-75-5560	Repair & Maintenance Servic...	1,999.88
<b>Vendor 5438 - BEARCOM Total:</b>							<b>1,999.88</b>
<b>Vendor: 8218 - BEST BEST &amp; KRIEGER LLP</b>							
103705	06/26/2024	976412	10/01/2023	LEGAL SVCS: CONTRACTS - PUBLIC WORKS	100-74-5410	Legal Services	207.60
103705	06/26/2024	976412	10/01/2023	LEGAL SVCS: CONTRACTS - PUBLIC WORKS	100-91-5410	Legal Services	224.90
103705	06/26/2024	976412	10/01/2023	LEGAL SVCS: CONTRACTS - PUBLIC WORKS	100-91-5410	Legal Services	985.10
103705	06/26/2024	976412	10/01/2023	LEGAL SVCS: CONTRACTS - PUBLIC WORKS	500-40-5410	Legal Services	267.00
103705	06/26/2024	982684	12/05/2023	LEGAL SVCS: PUBLIC WORKS	100-91-5410	Legal Services	446.50
103705	06/26/2024	982684	12/05/2023	LEGAL SVCS: PUBLIC WORKS	100-91-5410	Legal Services	1,034.00
103705	06/26/2024	991603	03/31/2024	LEGAL SVCS: GENERAL LEGAL SVCS	100-44-5410	Legal Services	13,127.55

Warrant Register						Payment Dates: 6/26/2024 - 6/26/2024	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
103705	06/26/2024	991603	03/31/2024	LEGAL SVCS: GENERAL LEGAL SVCS	100-46-5410	Legal Services	23.50
103705	06/26/2024	991603	03/31/2024	LEGAL SVCS: GENERAL LEGAL SVCS	100-47-5410	Legal Services	520.60
103705	06/26/2024	991603	03/31/2024	LEGAL SVCS: GENERAL LEGAL SVCS	100-82-5410	Legal Services	70.50
103705	06/26/2024	991603	03/31/2024	LEGAL SVCS: GENERAL LEGAL SVCS	500-40-5410	Legal Services	94.00
103705	06/26/2024	991616	03/31/2024	LEGAL SVCS: CODE ENFORCEMENT	100-23530	Deposits-Community Develo...	14.10
103705	06/26/2024	991616	03/31/2024	LEGAL SVCS: CODE ENFORCEMENT	100-23530	Deposits-Community Develo...	70.50
103705	06/26/2024	991616	03/31/2024	LEGAL SVCS: CODE ENFORCEMENT	100-34-4600	Administrative Fee (CD)	-14.10
103705	06/26/2024	991616	03/31/2024	LEGAL SVCS: CODE ENFORCEMENT	100-44-5410	Legal Services	3,644.00
103705	06/26/2024	991616	03/31/2024	LEGAL SVCS: CODE ENFORCEMENT	100-63-5410	Legal Services	540.50
103705	06/26/2024	991626	03/31/2024	LEGAL SVCS: FINANCE	100-47-5410	Legal Services	305.50
103705	06/26/2024	991626	03/31/2024	LEGAL SVCS: FINANCE	100-53-5410	Legal Services	1,833.00
103705	06/26/2024	992680	04/09/2024	LEGAL SVCS: CONTRACTS - FINANCE	100-44-5410	Legal Services	70.50
103705	06/26/2024	992680	04/09/2024	LEGAL SVCS: CONTRACTS - FINANCE	100-82-5410	Legal Services	224.90
103705	06/26/2024	995068	05/08/2024	CODE ENFORCEMENT - POLICE SERVICE	100-44-5410	Legal Services	1,151.40
103705	06/26/2024	995068	05/08/2024	CODE ENFORCEMENT - POLICE SERVICE	100-61-5410	Legal Services	1,997.50
103705	06/26/2024	995068	05/08/2024	CODE ENFORCEMENT - POLICE SERVICE	100-74-5410	Legal Services	904.00
103705	06/26/2024	997336	06/05/2024	LEGAL SVCS: PUBLIC RECORDS ACT: HANDLED BY ARC	100-74-5410	Legal Services	138.60
103705	06/26/2024	997337	06/05/2024	LEGAL SVCS: PLANNING AND DEVELOPMENT	100-23530	Deposits-Community Develo...	18.80
103705	06/26/2024	997337	06/05/2024	LEGAL SVCS: PLANNING AND DEVELOPMENT	100-23530	Deposits-Community Develo...	94.00
103705	06/26/2024	997337	06/05/2024	LEGAL SVCS: PLANNING AND DEVELOPMENT	100-23530	Deposits-Community Develo...	1,198.50
103705	06/26/2024	997337	06/05/2024	LEGAL SVCS: PLANNING AND DEVELOPMENT	100-23530	Deposits-Community Develo...	239.70
103705	06/26/2024	997337	06/05/2024	LEGAL SVCS: PLANNING AND DEVELOPMENT	100-34-4600	Administrative Fee (CD)	-258.50
103705	06/26/2024	997337	06/05/2024	LEGAL SVCS: PLANNING AND DEVELOPMENT	100-61-5410	Legal Services	3,381.65
103705	06/26/2024	997337	06/05/2024	LEGAL SVCS: PLANNING AND DEVELOPMENT	100-62-5410	Legal Services	258.50

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Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
103705	06/26/2024	997337	06/05/2024	LEGAL SVCS: PLANNING AND DEVELOPMENT	100-63-5410	Legal Services	47.00
103705	06/26/2024	997350	06/05/2024	LEGAL SVCS: CONTRACTS - PUBLIC WORKS	100-91-5410	Legal Services	1,561.20
103705	06/26/2024	997352	06/05/2024	LEGAL SVCS: PUBLIC WORKS	100-91-5410	Legal Services	681.50
103705	06/26/2024	997352	06/05/2024	LEGAL SVCS: PUBLIC WORKS	500-40-5410	Legal Services	376.00
103705	06/26/2024	997356	06/05/2024	LEGAL SVCS: CODE ENF UPDATE	100-62-5410	Legal Services	211.50
103705	06/26/2024	997358	06/05/2024	LEGAL SERVICES: APPLICANT INITIATED	100-23530	Deposits-Community Develo...	224.00
103705	06/26/2024	997358	06/05/2024	LEGAL SERVICES: APPLICANT INITIATED	100-23530	Deposits-Community Develo...	5,060.80
103705	06/26/2024	997358	06/05/2024	LEGAL SERVICES: APPLICANT INITIATED	100-23530	Deposits-Community Develo...	25,304.00
103705	06/26/2024	997358	06/05/2024	LEGAL SERVICES: APPLICANT INITIATED	100-23530	Deposits-Community Develo...	44.80
103705	06/26/2024	997358	06/05/2024	LEGAL SERVICES: APPLICANT INITIATED	100-23530	Deposits-Community Develo...	179.20
103705	06/26/2024	997358	06/05/2024	LEGAL SERVICES: APPLICANT INITIATED	100-23530	Deposits-Community Develo...	896.00
103705	06/26/2024	997358	06/05/2024	LEGAL SERVICES: APPLICANT INITIATED	100-34-4600	Administrative Fee (CD)	-5,284.80
103705	06/26/2024	997359	06/05/2024	LEGAL SVCS: 2550 ORANGE	100-23530	Deposits-Community Develo...	61.14
103705	06/26/2024	997359	06/05/2024	LEGAL SVCS: 2550 ORANGE	100-23530	Deposits-Community Develo...	305.70
103705	06/26/2024	997359	06/05/2024	LEGAL SVCS: 2550 ORANGE	100-34-4600	Administrative Fee (CD)	-61.14
103705	06/26/2024	997366	06/05/2024	LEGAL SVCS: CEQA	100-62-5410	Legal Services	2,135.70
<b>Vendor 8218 - BEST BEST &amp; KRIEGER LLP Total:</b>							<b>64,556.90</b>
<b>Vendor: 1560 - CARUSO FORD</b>							
103706	06/26/2024	5394016	02/01/2024	VEHICLE MAINT: UNIT #12015	601-40-5540	Vehicle Maintenance	124.91
103706	06/26/2024	5394316	02/14/2024	VEHICLE MAINT	601-40-5540	Vehicle Maintenance	42.45
103706	06/26/2024	5394317	02/14/2024	VEHICLE MAINT: UNIT #72520	601-40-5540	Vehicle Maintenance	36.29
103706	06/26/2024	631107482/1	05/21/2024	VEHICLE MAINT	601-40-5540	Vehicle Maintenance	2,293.05
<b>Vendor 1560 - CARUSO FORD Total:</b>							<b>2,496.70</b>
<b>Vendor: 0714 - CIRCLE MARINA CW LLC</b>							
103707	06/26/2024	060624	06/06/2024	CAR WASH SVCS: MAY	100-74-5540	Vehicle Maintenance	136.00
<b>Vendor 0714 - CIRCLE MARINA CW LLC Total:</b>							<b>136.00</b>
<b>Vendor: 1239 - CLEAN ENERGY</b>							
103708	06/26/2024	CE12688428	05/31/2024	CNG FUEL: MAY 2024	601-40-5754	Fuel Purchases	372.86
<b>Vendor 1239 - CLEAN ENERGY Total:</b>							<b>372.86</b>
<b>Vendor: 1136 - CLEANSTREET, LLC</b>							
103709	06/26/2024	109002CS	05/31/2024	ST SWEEPING SVCS: MAY 2024	100-93-5525	Street Sweeping Services	24,991.03
<b>Vendor 1136 - CLEANSTREET, LLC Total:</b>							<b>24,991.03</b>

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Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 9147 - DANIA B CALDERON</b>							
103710	06/26/2024	156	05/14/2024	LIBRARY PROG: HEALTH WELLNESS	100-81-5723	Event/Program Costs	80.00
103710	06/26/2024	157	05/21/2024	LIBRARY PROGRAM: HEALTH WELLNESS	100-81-5723	Event/Program Costs	80.00
103710	06/26/2024	158	05/28/2024	LIBRARY PROGRAM: HEALTH WELLNESS	100-81-5723	Event/Program Costs	80.00
103710	06/26/2024	159	06/04/2024	LIBRARY PROGRAM: HEALTH WELLNESS	100-81-5723	Event/Program Costs	80.00
103710	06/26/2024	160	06/11/2024	LIBRARY PROGRAM: HEALTH WELLNESS	100-81-5723	Event/Program Costs	80.00
103710	06/26/2024	161	06/18/2024	LIBRARY PROGRAM: HEALTH WELLNESS	100-81-5723	Event/Program Costs	80.00
103710	06/26/2024	162	06/25/2024	LIBRARY PROGRAM: HEALTH WELLNESS	100-81-5723	Event/Program Costs	80.00
<b>Vendor 9147 - DANIA B CALDERON Total:</b>							<b>560.00</b>
<b>Vendor: 5013 - DONALD MOREAU</b>							
103711	06/26/2024	05062024	05/06/2024	TRAVEL/TRAINING REIMBURSEMENT	100-74-5320	Travel & Training	8.00
103711	06/26/2024	05062024.2	05/06/2024	TRAVEL/TRAINING REIMBURSEMENT	100-74-5320	Travel & Training	8.00
<b>Vendor 5013 - DONALD MOREAU Total:</b>							<b>16.00</b>
<b>Vendor: 8268 - ELECTRA-MEDIA INC</b>							
103712	06/26/2024	16546	06/06/2024	ELECTRONIC ADVERTISING DISPLAY: JULY 2024	100-16000	Inventory & Prepayments	2,907.80
<b>Vendor 8268 - ELECTRA-MEDIA INC Total:</b>							<b>2,907.80</b>
<b>Vendor: 5121 - FERGUSON ENTERPRISES INC. #1350</b>							
103713	06/26/2024	3609406-1	05/28/2024	WATER DEPT SUPPLIES	500-40-5560	Repair & Maintenance Servic...	287.75
<b>Vendor 5121 - FERGUSON ENTERPRISES INC. #1350 Total:</b>							<b>287.75</b>
<b>Vendor: 0130 - GALLS LLC</b>							
103714	06/26/2024	027936698	05/14/2024	UNIFORMS	100-76-5730	Uniforms	51.31
103714	06/26/2024	027936729	05/14/2024	UNIFORMS	100-76-5730	Uniforms	51.54
103714	06/26/2024	027961588	05/16/2024	UNIFORMS	100-76-5730	Uniforms	35.06
103714	06/26/2024	028002077	05/21/2024	UNIFORMS	100-76-5730	Uniforms	89.30
<b>Vendor 0130 - GALLS LLC Total:</b>							<b>227.21</b>
<b>Vendor: 8636 - GEOKINETICS</b>							
103715	06/26/2024	INVG-000011885	04/30/2024	PROFESSIONAL SVCS: GEOTECH	100-23530	Deposits-Community Develo...	357.50
103715	06/26/2024	INVG-000011885	04/30/2024	PROFESSIONAL SVCS: GEOTECH	100-23530	Deposits-Community Develo...	71.50
103715	06/26/2024	INVG-000011885	04/30/2024	PROFESSIONAL SVCS: GEOTECH	100-34-4600	Administrative Fee (CD)	-71.50
<b>Vendor 8636 - GEOKINETICS Total:</b>							<b>357.50</b>

Warrant Register							Payment Dates: 6/26/2024 - 6/26/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 5637 - HARN RO SYSTEMS INC</b>							
103716	06/26/2024	IN-3404	05/31/2024	AVISTA 194 - SCAL...	500-40-5721	Special Department Supplies	5,145.00
<b>Vendor 5637 - HARN RO SYSTEMS INC Total:</b>							<b>5,145.00</b>
<b>Vendor: 8595 - HEALTHEQUITY, INC.</b>							
103717	06/26/2024	INV6581965	05/23/2024	HEALTHCARE BENEFIT: PERIOD MAY 2024	100-51-5273	Health Benefits	155.00
<b>Vendor 8595 - HEALTHEQUITY, INC. Total:</b>							<b>155.00</b>
<b>Vendor: 8818 - INFINITY TECHNOLOGIES</b>							
103718	06/26/2024	2565	06/01/2024	IT SVCS: MAY 2024	100-52-5440	Technology Technical Services	7,490.00
103718	06/26/2024	2565	06/01/2024	IT SVCS: MAY 2024	100-52-5570	Software Licensing & Support	443.25
103718	06/26/2024	2565	06/01/2024	IT SVCS: MAY 2024	100-74-5440	IT Services	7,490.00
<b>Vendor 8818 - INFINITY TECHNOLOGIES Total:</b>							<b>15,423.25</b>
<b>Vendor: 6528 - INFOSEND, INC</b>							
103719	06/26/2024	263703	05/31/2024	MAILING AND PRINTING SVCS: MAY 2024	500-45-5720	Postage	1,348.60
<b>Vendor 6528 - INFOSEND, INC Total:</b>							<b>1,348.60</b>
<b>Vendor: 1246 - INTERWEST CONSULTING GROUP INC</b>							
103720	06/26/2024	365713	05/24/2024	PROFESSIONAL SVCS: ON- CALL PLANNING	100-61-5400	Contract Services - General	14,960.00
<b>Vendor 1246 - INTERWEST CONSULTING GROUP INC Total:</b>							<b>14,960.00</b>
<b>Vendor: 0498 - MEARN'S CONSULTING LLC</b>							
103721	06/26/2024	2373-3269.5 LEWIS	05/16/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	295.00
103721	06/26/2024	2373-3269.5 LEWIS	05/16/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	59.00
103721	06/26/2024	2373-3269.5 LEWIS	05/16/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-59.00
103721	06/26/2024	2396-3325 CERRITOS	05/24/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	59.00
103721	06/26/2024	2396-3325 CERRITOS	05/24/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	295.00
103721	06/26/2024	2396-3325 CERRITOS	05/24/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-59.00
103721	06/26/2024	24100-3201.5 ORANGE AVE	05/28/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	590.00



Warrant Register						Payment Dates: 6/26/2024 - 6/26/2024	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
103721	06/26/2024	24100-3201.5 ORANGE AVE	05/28/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	118.00
103721	06/26/2024	24100-3201.5 ORANGE AVE	05/28/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-118.00
103721	06/26/2024	24110-1965.5 DAWSON	06/04/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	295.00
103721	06/26/2024	24110-1965.5 DAWSON	06/04/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	59.00
103721	06/26/2024	24110-1965.5 DAWSON	06/04/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-59.00
103721	06/26/2024	2451-2636.5 E WALL ST	05/16/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	590.00
103721	06/26/2024	2451-2636.5 E WALL ST	05/16/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	118.00
103721	06/26/2024	2451-2636.5 E WALL ST	05/16/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-118.00
103721	06/26/2024	2461-2323.5 LEMON AVE	05/24/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	177.00
103721	06/26/2024	2461-2323.5 LEMON AVE	05/24/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	885.00
103721	06/26/2024	2461-2323.5 LEMON AVE	05/24/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-177.00
103721	06/26/2024	2470-2351.5 LEWIS	05/16/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	590.00
103721	06/26/2024	2470-2351.5 LEWIS	05/16/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	118.00
103721	06/26/2024	2470-2351.5 LEWIS	05/16/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-118.00
103721	06/26/2024	2471-2351.5 LEWIS	05/28/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	118.00
103721	06/26/2024	2471-2351.5 LEWIS	05/28/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	590.00

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Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
103721	06/26/2024	2471-2351.5 LEWIS	05/28/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-118.00
103721	06/26/2024	2480-1849.5 OBISPO AVE	05/28/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	1,770.00
103721	06/26/2024	2480-1849.5 OBISPO AVE	05/28/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	354.00
103721	06/26/2024	2480-1849.5 OBISPO AVE	05/28/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-354.00
103721	06/26/2024	2490-1919.5 DAWSON	05/24/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	590.00
103721	06/26/2024	2490-1919.5 DAWSON	05/24/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	118.00
103721	06/26/2024	2490-1919.5 DAWSON	05/24/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-118.00
103721	06/26/2024	8-WALNUT BLUFF	05/15/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	7,535.80
103721	06/26/2024	8-WALNUT BLUFF	05/15/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	1,507.16
103721	06/26/2024	8-WALNUT BLUFF	05/15/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-1,507.16
<b>Vendor 0498 - MEARNS CONSULTING LLC Total:</b>							<b>14,025.80</b>
<b>Vendor: 5673 - MEDICO PROFESSIONAL LINEN SERVICE</b>							
103722	06/26/2024	21026693	05/24/2024	SHPD SUPPLIES	100-75-5721	Special Department Supplies	110.78
<b>Vendor 5673 - MEDICO PROFESSIONAL LINEN SERVICE Total:</b>							<b>110.78</b>
<b>Vendor: 8794 - MOFFATT &amp; NICHOL</b>							
103723	06/26/2024	00789314	06/10/2024	DESIGN SERVICES - FUEL CANOPY	601-40-5840	Capital Outlay	271.00
<b>Vendor 8794 - MOFFATT &amp; NICHOL Total:</b>							<b>271.00</b>
<b>Vendor: 0294 - PARS</b>							
103724	06/26/2024	55755	06/12/2024	PARS FEES: APR 2024	100-51-5400	Contract Services - General	190.06
<b>Vendor 0294 - PARS Total:</b>							<b>190.06</b>
<b>Vendor: 6825 - PERICA BELL</b>							
103725	06/26/2024	06192024	06/19/2024	PLANNING COMMISSIONER 4TH QTR	100-61-5150	Commission Meetings	375.00
<b>Vendor 6825 - PERICA BELL Total:</b>							<b>375.00</b>

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Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 0992 - RUSSELL ROBINETT</b>							
103726	06/26/2024	06252024	06/25/2024	RENTPAYMENTS: JUL 2024	100-47-5551	Rental of Land & Buildings Exp	0.26
103726	06/26/2024	06252024	06/25/2024	RENTPAYMENTS: JUL 2024	100-47-5551	Rental of Land & Buildings Exp	1,275.12
103726	06/26/2024	06252024	06/25/2024	RENTPAYMENTS: JUL 2024	100-47-5551	Rental of Land & Buildings Exp	652.08
103726	06/26/2024	06252024	06/25/2024	RENTPAYMENTS: JUL 2024	100-47-5551	Rental of Land & Buildings Exp	695.58
103726	06/26/2024	06252024	06/25/2024	RENTPAYMENTS: JUL 2024	100-47-5551	Rental of Land & Buildings Exp	927.37
103726	06/26/2024	06252024	06/25/2024	RENTPAYMENTS: JUL 2024	100-47-5551	Rental of Land & Buildings Exp	928.99
103726	06/26/2024	06252024	06/25/2024	RENTPAYMENTS: JUL 2024	100-47-5551	Rental of Land & Buildings Exp	930.08
103726	06/26/2024	06252024	06/25/2024	RENTPAYMENTS: JUL 2024	100-47-5551	Rental of Land & Buildings Exp	3,341.37
103726	06/26/2024	06252024	06/25/2024	RENTPAYMENTS: JUL 2024	100-47-5551	Rental of Land & Buildings Exp	3,574.37
103726	06/26/2024	06252024	06/25/2024	RENTPAYMENTS: JUL 2024	100-47-5551	Rental of Land & Buildings Exp	5,946.62
103726	06/26/2024	06252024	06/25/2024	RENTPAYMENTS: JUL 2024	100-47-5551	Rental of Land & Buildings Exp	22,233.33
103726	06/26/2024	06252024	06/25/2024	RENTPAYMENTS: JUL 2024	100-47-5551	Rental of Land & Buildings Exp	623.58
<b>Vendor 0992 - RUSSELL ROBINETT Total:</b>							<b>41,128.75</b>
<b>Vendor: 0460 - SMITH PAINT</b>							
103727	06/26/2024	928269	05/29/2024	PUBLIC WORKS SUPPLIES	100-95-5721	Special Dept Supplies-Graffiti	829.20
103727	06/26/2024	929146	06/10/2024	PUBLIC WORKS SUPPLIES	100-95-5721	Special Dept Supplies-Graffiti	77.84
103727	06/26/2024	929194	06/10/2024	PUBLIC WORKS SUPPLIES	100-95-5721	Special Dept Supplies-Graffiti	681.60
<b>Vendor 0460 - SMITH PAINT Total:</b>							<b>1,588.64</b>
<b>Vendor: 8350 - SONIA SAVOULIAN</b>							
103728	06/26/2024	06192024	06/19/2024	PLANNING COMMISSIONER 4TH QTR	100-61-5150	Commission Meetings	375.00
<b>Vendor 8350 - SONIA SAVOULIAN Total:</b>							<b>375.00</b>
<b>Vendor: 5227 - STUDIO SPECTRUM</b>							
103729	06/26/2024	192830	06/01/2024	CITY COUNCIL CHAMBER A/V IMPROVEMENT PROJECT	100-43-5400	Contract Services - General	1,950.00
<b>Vendor 5227 - STUDIO SPECTRUM Total:</b>							<b>1,950.00</b>
<b>Vendor: 0399 - THE SIGNAL TRIBUNE</b>							
103730	06/26/2024	59141	05/10/2024	PUBLICATION SVCS	100-23530	Deposits-Community Develo...	386.40
103730	06/26/2024	59141	05/10/2024	PUBLICATION SVCS	100-23530	Deposits-Community Develo...	77.28
103730	06/26/2024	59141	05/10/2024	PUBLICATION SVCS	100-34-4600	Administrative Fee (CD)	-77.28
103730	06/26/2024	59142	05/10/2024	PUBLICATION SVCS	100-23530	Deposits-Community Develo...	75.60
103730	06/26/2024	59142	05/10/2024	PUBLICATION SVCS	100-23530	Deposits-Community Develo...	378.00
103730	06/26/2024	59142	05/10/2024	PUBLICATION SVCS	100-34-4600	Administrative Fee (CD)	-75.60
103730	06/26/2024	59143	05/10/2024	PUBLICATION SVCS	100-61-5630	Media Services	355.32
103730	06/26/2024	59172	05/31/2024	PUBLICATION SVCS: NOTICE PUBLISHING	100-43-5630	Media Services	239.82
103730	06/26/2024	59173	05/31/2024	PUBLICATION SVCS	100-61-5630	Media Services	339.78
103730	06/26/2024	59174	05/31/2024	PUBLICATION SVCS	100-23530	Deposits-Community Develo...	439.32
103730	06/26/2024	59174	05/31/2024	PUBLICATION SVCS	100-23530	Deposits-Community Develo...	87.86
103730	06/26/2024	59174	05/31/2024	PUBLICATION SVCS	100-34-4600	Administrative Fee (CD)	-87.86
<b>Vendor 0399 - THE SIGNAL TRIBUNE Total:</b>							<b>2,138.64</b>

<b>Warrant Register</b>							<b>Payment Dates: 6/26/2024 - 6/26/2024</b>
<b>Payment Number</b>	<b>Payment Date</b>	<b>Payable Number</b>	<b>Payable Date</b>	<b>Description (Payable)</b>	<b>Account Number</b>	<b>Account Name</b>	<b>Amount</b>
<b>Vendor: 0237 - UNIVERSITY TROPHIES</b>							
103731	06/26/2024	65615	04/01/2024	ENGRAVING SVCS: NAME PLATES	100-41-5740	General Supplies	55.13
103731	06/26/2024	66554	05/25/2024	YOUTH SPORTS AWARDS	100-83-5723	Event/Program Costs	322.48
103731	06/26/2024	66560	05/28/2024	YOUTH SPORTS AWARDS	100-83-5723	Event/Program Costs	123.48
<b>Vendor 0237 - UNIVERSITY TROPHIES Total:</b>							<b>501.09</b>
<b>Vendor: 8896 - VITAL RECORDS CONTROL</b>							
103732	06/26/2024	4286989	05/31/2024	OFFSITE STORAGE SVCS: JUNE 2024	100-43-5420	Professional Services	130.88
<b>Vendor 8896 - VITAL RECORDS CONTROL Total:</b>							<b>130.88</b>
<b>Vendor: 1110 - W.G. ZIMMERMAN ENGINEERING INC.</b>							
103733	06/26/2024	24-04-376	05/09/2024	REDONDO & 20TH TRAFFIC SIGNAL: APR 2024	400-40-5894	Street Capital Improvements	2,025.00
<b>Vendor 1110 - W.G. ZIMMERMAN ENGINEERING INC. Total:</b>							<b>2,025.00</b>
<b>Vendor: 1316 - WATER REPLENISHMENT DISTRICT</b>							
103734	06/26/2024	04302024	04/30/2024	GROUNDWATER REPLENISHMENT: APR 2024	500-40-5780	Water Supply Costs	50,679.63
<b>Vendor 1316 - WATER REPLENISHMENT DISTRICT Total:</b>							<b>50,679.63</b>
<b>Vendor: 0276 - WAXIE SANITARY SUPPLY</b>							
103735	06/26/2024	82417253	04/16/2024	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	274.80
103735	06/26/2024	82420029	04/17/2024	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	1,716.60
103735	06/26/2024	82433921	04/24/2024	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	70.62
<b>Vendor 0276 - WAXIE SANITARY SUPPLY Total:</b>							<b>2,062.02</b>
<b>Vendor: 0010 - WEST COAST ARBORISTS INC</b>							
103736	06/26/2024	214041	04/30/2024	TREE TRIMMING: 04/16 - 04/30/24	100-95-5582	Public Right of Way Maintan...	823.95
<b>Vendor 0010 - WEST COAST ARBORISTS INC Total:</b>							<b>823.95</b>
<b>Grand Total:</b>							<b>319,834.02</b>

## Report Summary

### Fund Summary

Fund	Payment Amount
100 - General Fund	194,622.18
400 - Capital Improvement	10,707.80
500 - Water Operations Fund	111,363.48
601 - Vehicle and Equipment	3,140.56
<b>Grand Total:</b>	<b>319,834.02</b>

### Account Summary

Account Number	Account Name	Payment Amount
100-16000	Inventory & Prepayments	2,907.80
100-23530	Deposits-Community De...	52,415.66
100-34-4600	Administrative Fee (CD)	-8,735.94
100-41-5740	General Supplies	55.13
100-43-5400	Contract Services - Gene...	1,950.00
100-43-5420	Professional Services	130.88
100-43-5630	Media Services	239.82
100-44-5410	Legal Services	17,993.45
100-46-5410	Legal Services	23.50
100-47-5410	Legal Services	826.10
100-47-5551	Rental of Land & Buildin...	41,128.75
100-51-5273	Health Benefits	155.00
100-51-5400	Contract Services - Gene...	190.06
100-52-5440	Technology Technical Se...	7,490.00
100-52-5570	Software Licensing & Su...	443.25
100-53-5410	Legal Services	1,833.00
100-61-5150	Commission Meetings	750.00
100-61-5400	Contract Services - Gene...	14,960.00
100-61-5410	Legal Services	5,379.15
100-61-5630	Media Services	695.10
100-62-5410	Legal Services	2,605.70
100-63-5410	Legal Services	587.50
100-72-5400	Contract Services - Gene...	3,668.00
100-74-5320	Travel & Training	16.00
100-74-5410	Legal Services	1,250.20
100-74-5440	IT Services	7,490.00
100-74-5540	Vehicle Maintenance	136.00
100-75-5560	Repair & Maintenance S...	1,999.88
100-75-5721	Special Department Supp..	110.78
100-76-5730	Uniforms	227.21
100-81-5723	Event/Program Costs	560.00
100-82-5410	Legal Services	295.40

**Account Summary**

Account Number	Account Name	Payment Amount
100-83-5723	Event/Program Costs	445.96
100-91-5410	Legal Services	4,933.20
100-92-5740	General Supplies	2,062.02
100-93-5525	Street Sweeping Services	24,991.03
100-95-5582	Public Right of Way Main...	823.95
100-95-5721	Special Dept Supplies-Gr...	1,588.64
400-40-5894	Street Capital Improvem...	2,025.00
400-40-5895	Park Capital Improveme...	8,682.80
500-40-5400	Contract Services - Gene...	836.00
500-40-5410	Legal Services	737.00
500-40-5560	Repair & Maintenance S...	287.75
500-40-5721	Special Department Supp..	5,145.00
500-40-5780	Water Supply Costs	50,679.63
500-40-5840	Capital Outlay	52,329.50
500-45-5720	Postage	1,348.60
601-40-5540	Vehicle Maintenance	2,496.70
601-40-5754	Fuel Purchases	372.86
601-40-5840	Capital Outlay	271.00
	<b>Grand Total:</b>	<b>319,834.02</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	203,439.20
6022	576.48
6049	1,075.20
6054	354.00
6095	268.80
6157	366.84
6179	429.00
6181	354.00
6187	84.60
6199	32,783.78
6202	708.00
6204	2,124.00
6205	9,042.96
6206	1,062.00
6207	1,416.00
6208	708.00
6209	708.00
6210	354.00
80.23007.PKDV.204	8,682.80

**Project Account Summary**

<b>Project Account Key</b>	<b>Payment Amount</b>
806	445.96
90.17015	271.00
90.22008.TIF.233	2,025.00
90.24007.R.RMRA	224.90
95.23001	52,329.50
<b>Grand Total:</b>	<b>319,834.02</b>

## Authorization Signatures

### STAFF REPORT

Verify accuracy of the Warrant Register.

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Dated

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Finance Director

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City Manager





City of Signal Hill

# Warrant Register

By Vendor Name

Payment Dates 6/10/2024 - 6/10/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 5657 - Wells Fargo Bank, N.A. (114)</b>							
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-16000	Inventory & Prepayments	130.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-41-5321	Council Development - Wilson	1,128.44
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-41-5321	Council Development - Wilson	1,100.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-41-5323	Council Development - Woods	-182.91
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-41-5323	Council Development - Woods	846.33
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-41-5323	Council Development - Woods	282.11
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-41-5324	Council Development - Jones	255.22
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-41-5330	Meetings	15.99
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-41-5330	Meetings	119.44
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-41-5330	Meetings	49.78
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-41-5330	Meetings	36.28
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-41-5330	Meetings	400.02
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-41-5330	Meetings	176.02
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-41-5511	Telephone	74.62
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-44-5310	Dues & Memberships	300.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-44-5320	Travel & Training	116.46
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-44-5330	Meetings	34.73
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-44-5511	Telephone	63.03
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-46-5350	Employee Recognition	44.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-46-5350	Employee Recognition	15.34
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-46-5350	Employee Recognition	38.98
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-46-5350	Employee Recognition	32.50
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-46-5370	Safety Training	244.02
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-46-5400	Contract Services - General	81.37
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-46-5425	Medical Services	39.98
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-46-5721	Special Department Supplies	649.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-46-5721	Special Department Supplies	33.56
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-47-5330	Meetings	47.45
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-47-5330	Meetings	26.20
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-47-5330	Meetings	50.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-47-5330	Meetings	102.33
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-47-5330	Meetings	-25.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-51-5511	Telephone/Internet	63.93
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-51-5511	Telephone/Internet	1,840.31
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-51-5511	Telephone/Internet	2,083.12
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-51-5511	Telephone/Internet	210.45
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-52-5570	Software Licensing & Support	629.53

**Warrant Register**

**Payment Dates: 6/10/2024 - 6/10/2024**

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-52-5740	General Supplies	33.97
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-61-5750	Gasoline, Oil & Tires	69.59
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-62-5310	Dues & Memberships	100.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-62-5330	Meetings	158.22
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-62-5330	Meetings	117.09
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-62-5750	Gasoline, Oil, & Tires	67.64
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-63-5740	General Supplies	67.25
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-71-5740	General Supplies	139.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-71-5740	General Supplies	187.20
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-71-5740	General Supplies	19.99
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-71-5740	General Supplies	782.44
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-71-5740	General Supplies	391.72
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5320	Travel & Training	115.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5320	Travel & Training	156.11
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5320	Travel & Training	125.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5320	Travel & Training	152.63
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5330	Meetings	49.96
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5330	Meetings	458.96
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5330	Meetings	44.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5330	Meetings	44.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5511	Telephone	124.53
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5511	Telephone	608.16
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5721	Special Department Supplies	239.23
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5740	General Supplies	152.49
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	40.82
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	40.81
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	70.36
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	72.43
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	70.51
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	70.68
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	71.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	40.65
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	41.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	72.88
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	73.95
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	39.86
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	40.25
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	38.58
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	38.43
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	38.40
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	38.27
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	38.99
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	38.95
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	38.67







**Warrant Register**

**Payment Dates: 6/10/2024 - 6/10/2024**

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	37.12
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	18.36
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	36.34
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	14.74
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	18.12
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	36.52
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	34.16
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	37.32
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	37.37
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	35.59
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	16.93
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	46.49
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	35.64
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	35.64
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	15.44
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	35.90
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	36.23
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	34.23
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	37.82
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	37.77
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	34.28
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	35.21
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	35.30
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	35.48
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	33.86
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	34.12
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	20.39
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	35.97
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-72-5750	Gasoline, Oil, & Tires	37.97
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-73-5511	Telephone	38.01
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-73-5511	Telephone	253.15
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-73-5750	Gasoline, Oil, & Tires	76.56
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-73-5750	Gasoline, Oil, & Tires	73.79
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5320	Travel & Training	936.22
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5320	Travel & Training	-300.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5340	Books & Periodicals	212.30
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5511	Telephone	235.13
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5560	Repair & Maintenance Servic...	782.44
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5570	Software Licensing & Support	629.53
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5570	Software Licensing & Support	20.99
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5740	General Supplies	90.19
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5740	General Supplies	72.12
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5740	General Supplies	1,648.19
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5740	General Supplies	12.39

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Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5740	General Supplies	54.23
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5740	General Supplies	1,146.18
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5740	General Supplies	2,563.29
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5740	General Supplies	2,441.25
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5750	Gasoline, Oil, & Tires	100.13
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5750	Gasoline, Oil, & Tires	78.03
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5750	Gasoline, Oil, & Tires	94.59
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5750	Gasoline, Oil, & Tires	101.83
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5750	Gasoline, Oil, & Tires	93.34
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5750	Gasoline, Oil, & Tires	111.38
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5750	Gasoline, Oil, & Tires	87.47
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5750	Gasoline, Oil, & Tires	62.89
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5750	Gasoline, Oil, & Tires	124.92
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5750	Gasoline, Oil, & Tires	73.78
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5750	Gasoline, Oil, & Tires	72.77
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-74-5750	Gasoline, Oil, & Tires	67.68
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-75-5320	Travel & Training	99.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-75-5320	Travel & Training	2.62
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-75-5740	General Supplies	208.08
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-76-5320	Travel & Training	250.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-76-5740	General Supplies	298.78
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-76-5740	General Supplies	53.70
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-77-5511	Telephone	83.02
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-77-5740	General Supplies	348.81
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-77-5740	General Supplies	14.32
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-77-5740	General Supplies	145.52
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-77-5740	General Supplies	64.66
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-77-5740	General Supplies	1,957.38
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-77-5840	Capital Outlay	2,756.19
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-77-5840	Capital Outlay	13,265.68
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5330	Meetings	94.14
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5330	Meetings	9.93
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5721	Special Department Supplies	39.58
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5721	Special Department Supplies	18.72
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5721	Special Department Supplies	54.04
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5721	Special Department Supplies	124.67
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5721	Special Department Supplies	15.42
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5721	Special Department Supplies	21.99
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5721	Special Department Supplies	8.27
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5721	Special Department Supplies	58.32
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5721	Special Department Supplies	20.41
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5721	Special Department Supplies	15.42
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	112.50
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	176.17

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DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	999.96
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	-30.32
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	51.16
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	76.12
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	70.04
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	20.94
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	161.94
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5723	Event/Program Costs	62.73
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5740	General Supplies	-19.83
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5740	General Supplies	25.21
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5740	General Supplies	45.44
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5740	General Supplies	15.49
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5740	General Supplies	20.82
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5740	General Supplies	70.29
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5740	General Supplies	19.83
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5740	General Supplies	57.30
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5740	General Supplies	39.67
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-81-5740	General Supplies	68.16
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5310	Dues & Memberships	550.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5330	Meetings	285.26
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5400	Contract Services - General	99.20
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5400	Contract Services - General	264.40
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5470	Historical Preservation	24.24
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5470	Historical Preservation	9.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5470	Historical Preservation	19.67
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5470	Historical Preservation	-6.99
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5470	Historical Preservation	-506.20
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5470	Historical Preservation	500.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5470	Historical Preservation	-130.95
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5470	Historical Preservation	113.53
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5470	Historical Preservation	-88.19
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5470	Historical Preservation	73.84
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5470	Historical Preservation	53.79
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5470	Historical Preservation	95.12
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5470	Historical Preservation	225.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5470	Historical Preservation	152.13
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5630	Media Services	3.77
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5630	Media Services	3.19
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5630	Media Services	10.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5630	Media Services	7.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	250.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	245.36
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	90.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	150.00



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<b>Payment Number</b>	<b>Payment Date</b>	<b>Payable Number</b>	<b>Payable Date</b>	<b>Description (Payable)</b>	<b>Account Number</b>	<b>Account Name</b>	<b>Amount</b>
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	46.51
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	350.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	34.17
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	144.42
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	137.54
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	113.10
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	171.88
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	160.97
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	22.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	103.38
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	52.25
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	5.49
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	58.08
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	11.01
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	18.52
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5723	Event/Program Costs	58.33
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5740	General Supplies	9.99
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5740	General Supplies	44.06
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5740	General Supplies	153.25
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5740	General Supplies	43.53
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5740	General Supplies	159.86
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5740	General Supplies	28.99
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5740	General Supplies	225.35
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5740	General Supplies	15.99
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5740	General Supplies	13.17
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5740	General Supplies	329.54
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-82-5740	General Supplies	40.78
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5320	Travel & Training	0.10
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5320	Travel & Training	10.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5511	Telephone	346.45
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	369.03
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	6.57
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	119.92
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	22.59
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	305.38
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	8.67
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	102.44
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	24.63
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	260.03
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	173.98
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	10.88
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	30.14
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	187.30
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	13.98

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DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	216.22
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	24.71
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	176.39
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	61.52
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	71.63
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	73.68
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	76.62
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5723	Event/Program Costs	40.32
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5740	General Supplies	446.68
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5740	General Supplies	139.99
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5740	General Supplies	21.74
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5740	General Supplies	42.99
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5740	General Supplies	22.98
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5740	General Supplies	44.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5740	General Supplies	28.09
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5740	General Supplies	62.82
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5740	General Supplies	29.62
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5740	General Supplies	6.60
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5740	General Supplies	6.80
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5740	General Supplies	-63.07
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5740	General Supplies	180.22
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-83-5740	General Supplies	273.32
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-91-5320	Travel & Training	250.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-91-5511	Telephone	720.31
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-91-5511	Telephone	215.62
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-91-5630	Media Services	435.53
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-91-5630	Media Services	27.66
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-91-5630	Media Services	189.61
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-91-5630	Media Services	813.46
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-91-5630	Media Services	55.99
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-91-5750	Gasoline, Oil, & Tires	56.83
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-91-5750	Gasoline, Oil, & Tires	64.20
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-91-5750	Gasoline, Oil, & Tires	54.08
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5330	Meetings	28.13
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5330	Meetings	98.84
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5330	Meetings	66.52
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5511	Telephone/Data	215.48
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5512	Utility Services	111.45
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5512	Utility Services	24.33
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5512	Utility Services	17.02
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5512	Utility Services	14.30
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5512	Utility Services	66.64
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5512	Utility Services	194.13
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5512	Utility Services	85.43

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**Payment Dates: 6/10/2024 - 6/10/2024**

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5740	General Supplies	424.22
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5740	General Supplies	393.98
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5740	General Supplies	220.28
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5740	General Supplies	78.26
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5740	General Supplies	66.05
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5740	General Supplies	33.74
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5740	General Supplies	57.36
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5740	General Supplies	22.03
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5740	General Supplies	30.96
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5740	General Supplies	11.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5750	Gasoline, Oil, & Tires	63.21
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5750	Gasoline, Oil, & Tires	149.20
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5750	Gasoline, Oil, & Tires	148.60
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5750	Gasoline, Oil, & Tires	91.80
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5750	Gasoline, Oil, & Tires	192.19
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5750	Gasoline, Oil, & Tires	93.20
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5750	Gasoline, Oil, & Tires	73.16
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5750	Gasoline, Oil, & Tires	100.09
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-92-5750	Gasoline, Oil, & Tires	104.92
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-94-5511	Telephone/Data	26.64
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-94-5740	General Supplies	82.30
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-94-5740	General Supplies	745.03
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-94-5740	General Supplies	1,038.73
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-94-5750	Gasoline, Oil, & Tires	63.21
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-94-5750	Gasoline, Oil, & Tires	94.58
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-94-5750	Gasoline, Oil, & Tires	145.35
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-94-5750	Gasoline, Oil, & Tires	143.73
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-94-5750	Gasoline, Oil, & Tires	51.29
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5320	Travel & Training	494.40
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5320	Travel & Training	41.20
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5511	Telephone/Data	251.39
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5721	Special Dept Supplies-Graffiti	2,202.80
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5740	General Supplies	103.59
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5740	General Supplies	77.45
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5740	General Supplies	85.21
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5740	General Supplies	91.18
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5740	General Supplies	712.38
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5740	General Supplies	29.59
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5740	General Supplies	511.26
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5750	Gasoline, Oil, & Tires	50.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5750	Gasoline, Oil, & Tires	60.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5750	Gasoline, Oil, & Tires	77.54
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5750	Gasoline, Oil, & Tires	45.89
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5750	Gasoline, Oil, & Tires	92.00

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Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5750	Gasoline, Oil, & Tires	72.20
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5750	Gasoline, Oil, & Tires	110.12
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5750	Gasoline, Oil, & Tires	143.48
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5750	Gasoline, Oil, & Tires	141.68
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5750	Gasoline, Oil, & Tires	100.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5750	Gasoline, Oil, & Tires	144.88
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5750	Gasoline, Oil, & Tires	158.69
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5750	Gasoline, Oil, & Tires	164.79
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5750	Gasoline, Oil, & Tires	166.30
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	100-95-5750	Gasoline, Oil, & Tires	119.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	201-40-5723	Food Distribution Costs	1,073.02
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	275-40-5740	General Supplies	783.10
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	275-40-5740	General Supplies	142.22
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	275-40-5740	General Supplies	105.41
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	400-40-5894	Street Capital Improvements	1,950.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5310	Dues & Memberships	735.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5400	Contract Services - General	1,392.85
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5511	Telephone/Data	139.98
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5511	Telephone/Data	343.82
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5560	Repair & Maintenance Servic...	668.69
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5560	Repair & Maintenance Servic...	1,911.98
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5560	Repair & Maintenance Servic...	993.51
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5721	Special Department Supplies	1,568.79
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5740	General Supplies	55.09
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5740	General Supplies	58.89
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5750	Gasoline, Oil, & Tires	125.32
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5750	Gasoline, Oil, & Tires	52.70
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5750	Gasoline, Oil, & Tires	123.71
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5750	Gasoline, Oil, & Tires	126.95
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5750	Gasoline, Oil, & Tires	134.95
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5750	Gasoline, Oil, & Tires	122.90
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5750	Gasoline, Oil, & Tires	133.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5750	Gasoline, Oil, & Tires	66.01
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5750	Gasoline, Oil, & Tires	96.60
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5750	Gasoline, Oil, & Tires	203.00
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5750	Gasoline, Oil, & Tires	189.11
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5750	Gasoline, Oil, & Tires	132.70
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5750	Gasoline, Oil, & Tires	85.86
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5750	Gasoline, Oil, & Tires	150.94
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5750	Gasoline, Oil, & Tires	151.41
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5750	Gasoline, Oil, & Tires	100.78
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5750	Gasoline, Oil, & Tires	90.93
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	500-40-5750	Gasoline, Oil, & Tires	67.58
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	601-40-5400	Contract Services - General	664.59

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<b>Payment Number</b>	<b>Payment Date</b>	<b>Payable Number</b>	<b>Payable Date</b>	<b>Description (Payable)</b>	<b>Account Number</b>	<b>Account Name</b>	<b>Amount</b>
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	601-40-5511	Telephone	51.63
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	601-40-5540	Vehicle Maintenance	162.62
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	601-40-5540	Vehicle Maintenance	38.44
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	601-40-5540	Vehicle Maintenance	40.49
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	601-40-5542	Vehicle Body Work Services	224.53
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	601-40-5721	Vehicle Supplies	113.39
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	601-40-5721	Vehicle Supplies	77.43
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	601-40-5721	Vehicle Supplies	73.91
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	601-40-5740	General Supplies	776.65
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	601-40-5742	Tools	776.66
DFT0011944	06/10/2024	05312024	06/10/2024	P-Card WF Statement	601-40-5750	Gasoline, Oil, & Tires	586.70
<b>Vendor 5657 - Wells Fargo Bank, N.A. (114) Total:</b>							<b>99,209.66</b>
<b>Grand Total:</b>							<b>99,209.66</b>

## Report Summary

### Fund Summary

Fund	Payment Amount
100 - General Fund	81,545.82
201 - HCDA Grant	1,073.02
275 - OTS Grant	1,030.73
400 - Capital Improvement	1,950.00
500 - Water Operations Fund	10,023.05
601 - Vehicle and Equipment	3,587.04
<b>Grand Total:</b>	<b>99,209.66</b>

### Account Summary

Account Number	Account Name	Payment Amount
100-16000	Inventory & Prepayments	130.00
100-41-5321	Council Development - ...	2,228.44
100-41-5323	Council Development - ...	945.53
100-41-5324	Council Development - J...	255.22
100-41-5330	Meetings	797.53
100-41-5511	Telephone	74.62
100-44-5310	Dues & Memberships	300.00
100-44-5320	Travel & Training	116.46
100-44-5330	Meetings	34.73
100-44-5511	Telephone	63.03
100-46-5350	Employee Recognition	130.82
100-46-5370	Safety Training	244.02
100-46-5400	Contract Services - Gene...	81.37
100-46-5425	Medical Services	39.98
100-46-5721	Special Department Supp..	682.56
100-47-5330	Meetings	200.98
100-51-5511	Telephone/Internet	4,197.81
100-52-5570	Software Licensing & Su...	629.53
100-52-5740	General Supplies	33.97
100-61-5750	Gasoline, Oil & Tires	69.59
100-62-5310	Dues & Memberships	100.00
100-62-5330	Meetings	275.31
100-62-5750	Gasoline, Oil, & Tires	67.64
100-63-5740	General Supplies	67.25
100-71-5740	General Supplies	1,520.35
100-72-5320	Travel & Training	548.74
100-72-5330	Meetings	596.92
100-72-5511	Telephone	732.69
100-72-5721	Special Department Supp..	239.23
100-72-5740	General Supplies	152.49

## Account Summary

Account Number	Account Name	Payment Amount
100-72-5750	Gasoline, Oil, & Tires	8,043.97
100-73-5511	Telephone	291.16
100-73-5750	Gasoline, Oil, & Tires	150.35
100-74-5320	Travel & Training	636.22
100-74-5340	Books & Periodicals	212.30
100-74-5511	Telephone	235.13
100-74-5560	Repair & Maintenance S...	782.44
100-74-5570	Software Licensing & Su...	650.52
100-74-5740	General Supplies	8,027.84
100-74-5750	Gasoline, Oil, & Tires	1,068.81
100-75-5320	Travel & Training	101.62
100-75-5740	General Supplies	208.08
100-76-5320	Travel & Training	250.00
100-76-5740	General Supplies	352.48
100-77-5511	Telephone	83.02
100-77-5740	General Supplies	2,530.69
100-77-5840	Capital Outlay	16,021.87
100-81-5330	Meetings	104.07
100-81-5721	Special Department Supp..	376.84
100-81-5723	Event/Program Costs	1,701.24
100-81-5740	General Supplies	342.38
100-82-5310	Dues & Memberships	550.00
100-82-5330	Meetings	285.26
100-82-5400	Contract Services - Gene...	363.60
100-82-5470	Historical Preservation	533.99
100-82-5630	Media Services	23.96
100-82-5723	Event/Program Costs	2,223.01
100-82-5740	General Supplies	1,064.51
100-83-5320	Travel & Training	10.10
100-83-5511	Telephone	346.45
100-83-5723	Event/Program Costs	2,376.63
100-83-5740	General Supplies	1,242.78
100-91-5320	Travel & Training	250.00
100-91-5511	Telephone	935.93
100-91-5630	Media Services	1,522.25
100-91-5750	Gasoline, Oil, & Tires	175.11
100-92-5330	Meetings	193.49
100-92-5511	Telephone/Data	215.48
100-92-5512	Utility Services	513.30
100-92-5740	General Supplies	1,337.88
100-92-5750	Gasoline, Oil, & Tires	1,016.37
100-94-5511	Telephone/Data	26.64

**Account Summary**

Account Number	Account Name	Payment Amount
100-94-5740	General Supplies	1,866.06
100-94-5750	Gasoline, Oil, & Tires	498.16
100-95-5320	Travel & Training	535.60
100-95-5511	Telephone/Data	251.39
100-95-5721	Special Dept Supplies-Gr...	2,202.80
100-95-5740	General Supplies	1,610.66
100-95-5750	Gasoline, Oil, & Tires	1,646.57
201-40-5723	Food Distribution Costs	1,073.02
275-40-5740	General Supplies	1,030.73
400-40-5894	Street Capital Improvem...	1,950.00
500-40-5310	Dues & Memberships	735.00
500-40-5400	Contract Services - Gene...	1,392.85
500-40-5511	Telephone/Data	483.80
500-40-5560	Repair & Maintenance S...	3,574.18
500-40-5721	Special Department Supp..	1,568.79
500-40-5740	General Supplies	113.98
500-40-5750	Gasoline, Oil, & Tires	2,154.45
601-40-5400	Contract Services - Gene...	664.59
601-40-5511	Telephone	51.63
601-40-5540	Vehicle Maintenance	241.55
601-40-5542	Vehicle Body Work Servi...	224.53
601-40-5721	Vehicle Supplies	264.73
601-40-5740	General Supplies	776.65
601-40-5742	Tools	776.66
601-40-5750	Gasoline, Oil, & Tires	586.70
<b>Grand Total:</b>		<b>99,209.66</b>

**Project Account Summary**

Project Account Key	Payment Amount	
**None**	93,703.08	
802	191.10	
807	71.63	
812	690.00	
813	447.15	
814	1,739.46	
823	417.24	
90.24010.CIPR.113	1,950.00	
<b>Grand Total:</b>		<b>99,209.66</b>



## Authorization Signatures

### STAFF REPORT

Verify accuracy of the Warrant Register.

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Dated

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Finance Director

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City Manager



City of Signal Hill

# Warrant Register

By Vendor Name

Payment Dates 5/9/2024 - 5/9/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 3115 - CALIF ST EMPLOYMENT DEV DEPT DFT0011936	05/09/2024	L0548715856	04/30/2024	BENEFIT CHARGES: 1/1 - 3/31/24	100-51-5270	Other Employee Benefits	520.00
						<b>Vendor 3115 - CALIF ST EMPLOYMENT DEV DEPT Total:</b>	<b>520.00</b>
						<b>Grand Total:</b>	<b>520.00</b>

# Report Summary

## Fund Summary

Fund	Payment Amount
100 - General Fund	<u>520.00</u>
<b>Grand Total:</b>	<b>520.00</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-51-5270	Other Employee Benefits	<u>520.00</u>
<b>Grand Total:</b>		<b>520.00</b>

## Project Account Summary

Project Account Key	Payment Amount
**None**	<u>520.00</u>
<b>Grand Total:</b>	<b>520.00</b>

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

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Dated

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Finance Director

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City Manager



City of Signal Hill

# Warrant Register

By Vendor Name

Payment Dates 6/3/2024 - 6/3/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 5303 - FRONTIER</b>							
DFT0011943	06/03/2024	05312024	05/31/2024	FRONTIER CHARGES: JUN 2024	100-51-5511	Telephone/Internet	837.76
DFT0011943	06/03/2024	05312024	05/31/2024	FRONTIER CHARGES: JUN 2024	100-51-5511	Telephone/Internet	4,479.11
DFT0011943	06/03/2024	05312024	05/31/2024	FRONTIER CHARGES: JUN 2024	100-74-5511	Telephone	1,396.56
DFT0011943	06/03/2024	05312024	05/31/2024	FRONTIER CHARGES: JUN 2024	500-40-5511	Telephone/Data	1,638.35
<b>Vendor 5303 - FRONTIER Total:</b>							<b>8,351.78</b>
<b>Grand Total:</b>							<b>8,351.78</b>

## Report Summary

### Fund Summary

Fund	Payment Amount
100 - General Fund	6,713.43
500 - Water Operations Fund	<u>1,638.35</u>
<b>Grand Total:</b>	<b>8,351.78</b>

### Account Summary

Account Number	Account Name	Payment Amount
100-51-5511	Telephone/Internet	5,316.87
100-74-5511	Telephone	1,396.56
500-40-5511	Telephone/Data	<u>1,638.35</u>
<b>Grand Total:</b>		<b>8,351.78</b>

### Project Account Summary

Project Account Key	Payment Amount
**None**	<u>8,351.78</u>
<b>Grand Total:</b>	<b>8,351.78</b>

## Authorization Signatures

### STAFF REPORT

Verify accuracy of the Warrant Register.

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Dated

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Finance Director

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City Manager



City of Signal Hill

# Warrant Register

By Vendor Name

Payment Dates 6/7/2024 - 6/7/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 1573 - LAKEWOOD GLASS & SCREEN 103693	06/07/2024	840081	03/26/2024	EMERGENCY GLASS REPAIR FOR THE POLICE DEPT.	100-92-5400	Contract Services - General	19,680.00
						<b>Vendor 1573 - LAKEWOOD GLASS &amp; SCREEN Total:</b>	<b>19,680.00</b>
						<b>Grand Total:</b>	<b>19,680.00</b>



### Report Summary

#### Fund Summary

Fund	Payment Amount
100 - General Fund	<u>19,680.00</u>
<b>Grand Total:</b>	<b>19,680.00</b>

#### Account Summary

Account Number	Account Name	Payment Amount
100-92-5400	Contract Services - Gene...	<u>19,680.00</u>
<b>Grand Total:</b>		<b>19,680.00</b>

#### Project Account Summary

Project Account Key	Payment Amount
**None**	<u>19,680.00</u>
<b>Grand Total:</b>	<b>19,680.00</b>

## Authorization Signatures

### STAFF REPORT

Verify accuracy of the Warrant Register.

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Dated

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Finance Director

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City Manager



City of Signal Hill

# Warrant Register

By Vendor Name

Payment Dates 6/13/2024 - 6/13/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 0629 - LA COUNTY - REGISTAR-RECORDER 118566	06/13/2024	06132024	06/13/2024	NOTICE OF DETERMINATION FOR EDCO	100-61-5630	Media Services	75.00
						<b>Vendor 0629 - LA COUNTY - REGISTAR-RECORDER Total:</b>	<b>75.00</b>
						<b>Grand Total:</b>	<b>75.00</b>

### Report Summary

#### Fund Summary

Fund	Payment Amount
100 - General Fund	<u>75.00</u>
<b>Grand Total:</b>	<b>75.00</b>

#### Account Summary

Account Number	Account Name	Payment Amount
100-61-5630	Media Services	<u>75.00</u>
<b>Grand Total:</b>		<b>75.00</b>

#### Project Account Summary

Project Account Key	Payment Amount
**None**	<u>75.00</u>
<b>Grand Total:</b>	<b>75.00</b>

## Authorization Signatures

### STAFF REPORT

Verify accuracy of the Warrant Register.

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Dated

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Finance Director

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City Manager



City of Signal Hill

# Warrant Register

By Vendor Name

Payment Dates 6/10/2024 - 6/10/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 1318 - PITNEY BOWES GLOBAL FINANCIAL SRVCS LLC</b>							
DFT0011935	06/10/2024	05122024	05/12/2024	POSTAGE REFILL	100-51-5720	Postage	233.99
						<b>Vendor 1318 - PITNEY BOWES GLOBAL FINANCIAL SRVCS LLC Total:</b>	<b>233.99</b>
						<b>Grand Total:</b>	<b>233.99</b>

# Report Summary

## Fund Summary

Fund	Payment Amount
100 - General Fund	<u>233.99</u>
<b>Grand Total:</b>	<b>233.99</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-51-5720	Postage	<u>233.99</u>
<b>Grand Total:</b>		<b>233.99</b>

## Project Account Summary

Project Account Key	Payment Amount
**None**	<u>233.99</u>
<b>Grand Total:</b>	<b>233.99</b>

## Authorization Signatures

### STAFF REPORT

Verify accuracy of the Warrant Register.

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Dated

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Finance Director

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City Manager





City of Signal Hill

# Warrant Register

By Vendor Name

Payment Dates 5/15/2024 - 5/15/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
Vendor: 0464 - SOUTHERN CALIFORNIA EDISON DFT0011793	05/15/2024	9772 04/25/24 - 1	04/25/2024	ELECTRIC SERVICE: MAR 2024	100-51-5435	Banking Services	0.12
						<b>Vendor 0464 - SOUTHERN CALIFORNIA EDISON Total:</b>	<b>0.12</b>
						<b>Grand Total:</b>	<b>0.12</b>

### Report Summary

#### Fund Summary

Fund	Payment Amount
100 - General Fund	<u>0.12</u>
<b>Grand Total:</b>	<b>0.12</b>

#### Account Summary

Account Number	Account Name	Payment Amount
100-51-5435	Banking Services	<u>0.12</u>
<b>Grand Total:</b>		<b>0.12</b>

#### Project Account Summary

Project Account Key	Payment Amount
**None**	<u>0.12</u>
<b>Grand Total:</b>	<b>0.12</b>

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

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Dated

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Finance Director

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City Manager



City of Signal Hill

# Warrant Register

By Vendor Name

Payment Dates 6/5/2024 - 6/5/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 0464 - SOUTHERN CALIFORNIA EDISON</b>							
DFT0011938	06/05/2024	6543 05/23/24	05/23/2024	ELECTRIC SERVICE: MAY 2024	100-94-5512	Utility Services	38.01
						<b>Vendor 0464 - SOUTHERN CALIFORNIA EDISON Total:</b>	<b>38.01</b>
						<b>Grand Total:</b>	<b>38.01</b>

# Report Summary

## Fund Summary

Fund	Payment Amount
100 - General Fund	<u>38.01</u>
<b>Grand Total:</b>	<b>38.01</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-94-5512	Utility Services	<u>38.01</u>
<b>Grand Total:</b>		<b>38.01</b>

## Project Account Summary

Project Account Key	Payment Amount
**None**	<u>38.01</u>
<b>Grand Total:</b>	<b>38.01</b>

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

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Dated

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Finance Director

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City Manager



City of Signal Hill

# Warrant Register

By Vendor Name

Payment Dates 6/11/2024 - 6/11/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 0464 - SOUTHERN CALIFORNIA EDISON</b>							
DFT0011942	06/11/2024	9772 05/29/24	05/29/2024	ELECTRIC SERVICE: MAY 2024	100-13001	Accrued Accounts Receivable	-55.11
DFT0011942	06/11/2024	9772 05/29/24	05/29/2024	ELECTRIC SERVICE: MAY 2024	100-51-5435	Banking Services	1.52
DFT0011942	06/11/2024	9772 05/29/24	05/29/2024	ELECTRIC SERVICE: MAY 2024	100-92-5512	Utility Services	24,990.60
DFT0011942	06/11/2024	9772 05/29/24	05/29/2024	ELECTRIC SERVICE: MAY 2024	100-94-5512	Utility Services	-303.18
DFT0011942	06/11/2024	9772 05/29/24	05/29/2024	ELECTRIC SERVICE: MAY 2024	100-95-5510	Electricity	16,490.66
DFT0011942	06/11/2024	9772 05/29/24	05/29/2024	ELECTRIC SERVICE: MAY 2024	100-95-5512	Utility Services	1,024.01
DFT0011942	06/11/2024	9772 05/29/24	05/29/2024	ELECTRIC SERVICE: MAY 2024	260-40-5512	Utility Services	-159.36
DFT0011942	06/11/2024	9772 05/29/24	05/29/2024	ELECTRIC SERVICE: MAY 2024	500-40-5512	Utility Services	16,293.29
<b>Vendor 0464 - SOUTHERN CALIFORNIA EDISON Total:</b>							<b>58,282.43</b>
<b>Grand Total:</b>							<b>58,282.43</b>

## Report Summary

### Fund Summary

Fund	Payment Amount
100 - General Fund	42,148.50
260 - Lighting and Landscape	-159.36
500 - Water Operations Fund	16,293.29
<b>Grand Total:</b>	<b>58,282.43</b>

### Account Summary

Account Number	Account Name	Payment Amount
100-13001	Accrued Accounts Recei...	-55.11
100-51-5435	Banking Services	1.52
100-92-5512	Utility Services	24,990.60
100-94-5512	Utility Services	-303.18
100-95-5510	Electricity	16,490.66
100-95-5512	Utility Services	1,024.01
260-40-5512	Utility Services	-159.36
500-40-5512	Utility Services	16,293.29
<b>Grand Total:</b>		<b>58,282.43</b>

### Project Account Summary

Project Account Key	Payment Amount
**None**	58,282.43
<b>Grand Total:</b>	<b>58,282.43</b>



Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

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Dated

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Finance Director

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City Manager



City of Signal Hill

# Warrant Register

By Vendor Name

Payment Dates 6/12/2024 - 6/12/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 0464 - SOUTHERN CALIFORNIA EDISON</b>							
DFT0011937	06/12/2024	5165 05/30/24	05/30/2024	ELECTRIC SERVICE: MAY 2024	100-92-5512	Utility Services	3,263.99
DFT0011939	06/12/2024	9065 05/30/24	05/30/2024	ELECTRIC SERVICE: MAY 2024	500-40-5512	Utility Services	2,651.30
DFT0011940	06/12/2024	1906 05/31/24	05/31/2024	ELECTRIC SERVICE: MAY 2024	100-92-5512	Utility Services	7,862.37
DFT0011941	06/12/2024	7593 05/29/24	05/29/2024	ELECTRIC SERVICE: MAY 2024	100-47-5512	Utility Services	2,436.34
						<b>Vendor 0464 - SOUTHERN CALIFORNIA EDISON Total:</b>	<b>16,214.00</b>
						<b>Grand Total:</b>	<b>16,214.00</b>

## Report Summary

### Fund Summary

Fund	Payment Amount
100 - General Fund	13,562.70
500 - Water Operations Fund	<u>2,651.30</u>
<b>Grand Total:</b>	<b>16,214.00</b>

### Account Summary

Account Number	Account Name	Payment Amount
100-47-5512	Utility Services	2,436.34
100-92-5512	Utility Services	11,126.36
500-40-5512	Utility Services	<u>2,651.30</u>
<b>Grand Total:</b>		<b>16,214.00</b>

### Project Account Summary

Project Account Key	Payment Amount
**None**	<u>16,214.00</u>
<b>Grand Total:</b>	<b>16,214.00</b>

## Authorization Signatures

### STAFF REPORT

Verify accuracy of the Warrant Register.

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Dated

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Finance Director

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City Manager



City of Signal Hill

# Warrant Register

By Vendor Name

Payment Dates 6/17/2024 - 6/17/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 0464 - SOUTHERN CALIFORNIA EDISON</b>							
DFT0012043	06/17/2024	3727 06/03/2024	06/03/2024	ELECTRIC SERVICE: MAY 2024	100-95-5510	Electricity	30.76
DFT0012044	06/17/2024	5674 06/03/2024	06/03/2024	ELECTRIC SERVICE: MAY 2024	100-95-5510	Electricity	925.04
<b>Vendor 0464 - SOUTHERN CALIFORNIA EDISON Total:</b>							<b>955.80</b>
<b>Grand Total:</b>							<b>955.80</b>

### Report Summary

#### Fund Summary

Fund	Payment Amount
100 - General Fund	<u>955.80</u>
<b>Grand Total:</b>	<b>955.80</b>

#### Account Summary

Account Number	Account Name	Payment Amount
100-95-5510	Electricity	<u>955.80</u>
<b>Grand Total:</b>		<b>955.80</b>

#### Project Account Summary

Project Account Key	Payment Amount
**None**	<u>955.80</u>
<b>Grand Total:</b>	<b>955.80</b>

**Authorization Signatures**

**STAFF REPORT**

Verify accuracy of the Warrant Register.

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Dated

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Finance Director

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City Manager



City of Signal Hill

# Warrant Register

By Vendor Name

Payment Dates 6/17/2024 - 6/17/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 7313 - CITY OF SIGNAL HILL</b>							
DFT0011933	06/17/2024	05312024	06/17/2024	MONTHLY WATER CHARGES - MAY 2024	100-13001	Accrued Accounts Receivable	607.48
DFT0011933	06/17/2024	05312024	06/17/2024	MONTHLY WATER CHARGES - MAY 2024	100-47-5512	Utility Services	25.76
DFT0011933	06/17/2024	05312024	06/17/2024	MONTHLY WATER CHARGES - MAY 2024	100-92-5512	Utility Services	5,642.27
DFT0011933	06/17/2024	05312024	06/17/2024	MONTHLY WATER CHARGES - MAY 2024	100-94-5512	Utility Services	19,238.73
DFT0011933	06/17/2024	05312024	06/17/2024	MONTHLY WATER CHARGES - MAY 2024	260-40-5512	Utility Services	958.49
DFT0011933	06/17/2024	05312024	06/17/2024	MONTHLY WATER CHARGES - MAY 2024	500-40-5512	Utility Services	432.13
<b>Vendor 7313 - CITY OF SIGNAL HILL Total:</b>							<b>26,904.86</b>
<b>Grand Total:</b>							<b>26,904.86</b>



### Report Summary

#### Fund Summary

Fund	Payment Amount
100 - General Fund	25,514.24
260 - Lighting and Landscape	958.49
500 - Water Operations Fund	432.13
<b>Grand Total:</b>	<b>26,904.86</b>

#### Account Summary

Account Number	Account Name	Payment Amount
100-13001	Accrued Accounts Recei...	607.48
100-47-5512	Utility Services	25.76
100-92-5512	Utility Services	5,642.27
100-94-5512	Utility Services	19,238.73
260-40-5512	Utility Services	958.49
500-40-5512	Utility Services	432.13
<b>Grand Total:</b>		<b>26,904.86</b>

#### Project Account Summary

Project Account Key	Payment Amount
**None**	26,904.86
<b>Grand Total:</b>	<b>26,904.86</b>

## Authorization Signatures

### STAFF REPORT

Verify accuracy of the Warrant Register.

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Dated

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Finance Director

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City Manager



City of Signal Hill

# Warrant Register

By Vendor Name

Payment Dates 7/9/2024 - 7/9/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 9351 - ABF PRINTING &amp; MARKETING</b>							
118648	07/09/2024	06313	03/21/2024	CENTENNIAL WINDOW CLINGS	100-47-5400	Contract Services - General	388.42
<b>Vendor 9351 - ABF PRINTING &amp; MARKETING Total:</b>							<b>388.42</b>
<b>Vendor: 9443 - AISLINN GLENNON</b>							
118649	07/09/2024	8112021	06/30/2024	DEPOSIT REFUND PERMIT 2512	100-23550	Deposits-Community Services	100.00
<b>Vendor 9443 - AISLINN GLENNON Total:</b>							<b>100.00</b>
<b>Vendor: 9267 - AJ FISTES CORPORATION</b>							
118650	07/09/2024	PA #1	05/21/2024	PAINTING PROJECT	260-40-5741	Special Projects	15,894.57
118650	07/09/2024	PA #1	05/21/2024	PAINTING PROJECT	260-40-5860	Planned Special Projects	26,560.00
<b>Vendor 9267 - AJ FISTES CORPORATION Total:</b>							<b>42,454.57</b>
<b>Vendor: 9445 - ALYCHANDRA MCFARLANE</b>							
118651	07/09/2024	8112021	06/30/2024	DEPOSIT REFUND PERMIT 2546	100-23550	Deposits-Community Services	250.00
<b>Vendor 9445 - ALYCHANDRA MCFARLANE Total:</b>							<b>250.00</b>
<b>Vendor: 1055 - AMERICAN LEGAL PUBLISH CORP</b>							
118652	07/09/2024	32891	03/31/2024	MUNICIPAL CODE UPDATES	100-43-5400	Contract Services - General	104.03
118652	07/09/2024	INV32706	03/26/2024	MUNICIPAL CODE UPDATES	100-43-5400	Contract Services - General	2,622.80
118652	07/09/2024	INV32706	03/26/2024	MUNICIPAL CODE UPDATES	100-43-5400	Contract Services - General	12.20
<b>Vendor 1055 - AMERICAN LEGAL PUBLISH CORP Total:</b>							<b>2,739.03</b>
<b>Vendor: 9444 - ASHLEY THROWER</b>							
118653	07/09/2024	8112021	06/30/2024	DEPOSIT REFUND PERMIT 2544	100-23550	Deposits-Community Services	50.00
<b>Vendor 9444 - ASHLEY THROWER Total:</b>							<b>50.00</b>
<b>Vendor: 1427 - BIXBY KNOLLS CAR WASH</b>							
118654	07/09/2024	05312024	05/31/2024	CAR WASH SVCS: MAY 2024	601-40-5540	Vehicle Maintenance	801.98
<b>Vendor 1427 - BIXBY KNOLLS CAR WASH Total:</b>							<b>801.98</b>
<b>Vendor: 4368 - BROADWAY LOCKSMITH SHOP</b>							
118655	07/09/2024	V31382	05/09/2024	PUBLIC WORKS SUPPLIES	100-94-5740	General Supplies	695.00
<b>Vendor 4368 - BROADWAY LOCKSMITH SHOP Total:</b>							<b>695.00</b>
<b>Vendor: 0062 - BRODART CO</b>							
118656	07/09/2024	B6795239	05/25/2024	LIBRARY BOOK SUPPLIER	100-81-5721	Special Department Supplies	469.88
118656	07/09/2024	B6795269	05/25/2024	LIBRARY BOOK SUPPLIER	100-81-5721	Special Department Supplies	104.80
118656	07/09/2024	B6795273	05/25/2024	LIBRARY BOOK SUPPLIER	100-81-5721	Special Department Supplies	25.93

Warrant Register							Payment Dates: 7/9/2024 - 7/9/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
118656	07/09/2024	B6795274	05/25/2024	LIBRARY BOOK SUPPLIER	100-81-5721	Special Department Supplies	535.88
118656	07/09/2024	B6795275	05/25/2024	LIBRARY BOOK SUPPLIER	100-81-5721	Special Department Supplies	896.56
118656	07/09/2024	B6795284	05/25/2024	LIBRARY BOOK SUPPLIER	100-81-5721	Special Department Supplies	14.93
118656	07/09/2024	B6795285	05/25/2024	LIBRARY BOOK SUPPLIER	100-81-5721	Special Department Supplies	167.28
<b>Vendor 0062 - BRODART CO Total:</b>							<b>2,215.26</b>
<b>Vendor: 0471 - CALIF DEPT JUSTICE</b>							
118657	07/09/2024	739612	06/05/2024	FINGERPRINT APPS: MAY 2024	100-46-5400	Contract Services - General	416.00
<b>Vendor 0471 - CALIF DEPT JUSTICE Total:</b>							<b>416.00</b>
<b>Vendor: 5170 - CALIFORNIA CONTRACT CITIES ASSOCIATION</b>							
118658	07/09/2024	3855	07/07/2023	ANNUAL MEMBERSHIP DUES FY 23-24	100-41-5310	Dues & Memberships	5,000.00
<b>Vendor 5170 - CALIFORNIA CONTRACT CITIES ASSOCIATION Total:</b>							<b>5,000.00</b>
<b>Vendor: 9363 - CHAMP EQUIPMENT CORP</b>							
118659	07/09/2024	10532	06/14/2024	BOBCAT & TRAILER	601-40-5842	Vehicles & Large Equipment	8,263.24
<b>Vendor 9363 - CHAMP EQUIPMENT CORP Total:</b>							<b>8,263.24</b>
<b>Vendor: 9441 - CHIHAO HUANG</b>							
118660	07/09/2024	8112021	06/30/2024	DEPOSIT REFUND PERMIT 2537	100-23550	Deposits-Community Services	50.00
<b>Vendor 9441 - CHIHAO HUANG Total:</b>							<b>50.00</b>
<b>Vendor: 9439 - CORINNE PETERSON</b>							
118661	07/09/2024	8112021	06/30/2024	DEPOSIT REFUND PERMIT 2538	100-23550	Deposits-Community Services	50.00
<b>Vendor 9439 - CORINNE PETERSON Total:</b>							<b>50.00</b>
<b>Vendor: 1688 - D &amp; H WATER SYSTEMS INC</b>							
118662	07/09/2024	12024-0792	06/20/2024	WATER DEPT SUPPLIES	500-40-5560	Repair & Maintenance Servic...	651.64
<b>Vendor 1688 - D &amp; H WATER SYSTEMS INC Total:</b>							<b>651.64</b>
<b>Vendor: 9442 - DAVID WEBERG</b>							
118663	07/09/2024	8112021	06/30/2024	DEPOSIT REFUND PERMIT 2528	100-23550	Deposits-Community Services	50.00
<b>Vendor 9442 - DAVID WEBERG Total:</b>							<b>50.00</b>
<b>Vendor: 9440 - ERIKA THURMOND</b>							
118664	07/09/2024	8112021	06/30/2024	DEPOSIT REFUND PERMIT 2518	100-23550	Deposits-Community Services	50.00
<b>Vendor 9440 - ERIKA THURMOND Total:</b>							<b>50.00</b>
<b>Vendor: 1121 - EWING IRRIGATION PRODUCTS INC.</b>							
118665	07/09/2024	22586334	06/13/2024	CENTENNIAL EVENT SUPPLIES	100-82-5470	Historical Preservation	1,503.32
<b>Vendor 1121 - EWING IRRIGATION PRODUCTS INC. Total:</b>							<b>1,503.32</b>

Warrant Register							Payment Dates: 7/9/2024 - 7/9/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 1651 - FLEMING ENVIRONMENTAL INC</b>							
118666	07/09/2024	21431	06/12/2024	MONTHLY INSPECTION: JUNE 2024	601-40-5400	Contract Services - General	150.00
<b>Vendor 1651 - FLEMING ENVIRONMENTAL INC Total:</b>							<b>150.00</b>
<b>Vendor: 9438 - GABRIELA SOLIS</b>							
118667	07/09/2024	8112021	06/30/2024	DEPOSIT REFUND PERMIT 2532	100-23550	Deposits-Community Services	50.00
<b>Vendor 9438 - GABRIELA SOLIS Total:</b>							<b>50.00</b>
<b>Vendor: 1475 - HARRELL &amp; COMPANY ADVISORS LLC</b>							
118668	07/09/2024	062024	06/20/2024	FINANCE CONSULTING: ROPS 23-24	801-40-5104	Successor Agency Administra...	8,940.00
<b>Vendor 1475 - HARRELL &amp; COMPANY ADVISORS LLC Total:</b>							<b>8,940.00</b>
<b>Vendor: 5649 - HINDERLITER, de LLAMAS &amp; ASSOCIATES</b>							
118669	07/09/2024	SIN039134	06/17/2024	SALES TAX ANALYTICS	100-53-5420	Professional Services	1,200.00
118669	07/09/2024	SIN039134	06/17/2024	SALES TAX ANALYTICS	100-53-5420	Professional Services	960.84
118669	07/09/2024	SIN039134	06/17/2024	SALES TAX ANALYTICS	100-53-5420	Professional Services	1,055.28
<b>Vendor 5649 - HINDERLITER, de LLAMAS &amp; ASSOCIATES Total:</b>							<b>3,216.12</b>
<b>Vendor: 5087 - ILLINOIS LIBRARY ASSOCIATION</b>							
118670	07/09/2024	285846	04/22/2024	LIBRARY SUMMER READING PROGRAM SUPPLIES	100-81-5723	Event/Program Costs	2,690.22
<b>Vendor 5087 - ILLINOIS LIBRARY ASSOCIATION Total:</b>							<b>2,690.22</b>
<b>Vendor: 9414 - IMPERIAL COUNTY OFFICE OF EDUCATION</b>							
118671	07/09/2024	INV24-00515	03/31/2024	LIBRARY HIGHSPEED BROADBAND INTERNET	100-81-5400	Contract Services - General	10,249.91
<b>Vendor 9414 - IMPERIAL COUNTY OFFICE OF EDUCATION Total:</b>							<b>10,249.91</b>
<b>Vendor: 8385 - JEFFREY D JENKINS</b>							
118672	07/09/2024	2031	06/21/2024	GUNDRY TOUCH SCREEN REPLACEMENT	500-40-5560	Repair & Maintenance Servic...	5,573.00
118673	07/09/2024	2032	06/21/2024	WATER DEPT SUPPLIES	500-40-5560	Repair & Maintenance Servic...	480.00
<b>Vendor 8385 - JEFFREY D JENKINS Total:</b>							<b>6,053.00</b>
<b>Vendor: 9134 - JJ PROPERTY MAINTENANCE NETWORK INC</b>							
118674	07/09/2024	122328	06/03/2024	JANITORIAL SVCS: CITY HALL - JUNE 2024	100-92-5521	Cleaning Services	12,710.00
<b>Vendor 9134 - JJ PROPERTY MAINTENANCE NETWORK INC Total:</b>							<b>12,710.00</b>
<b>Vendor: 6293 - KIL CORPORATION</b>							
118675	07/09/2024	10277	05/22/2024	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	2,100.00
118675	07/09/2024	10278	05/22/2024	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	150.00
<b>Vendor 6293 - KIL CORPORATION Total:</b>							<b>2,250.00</b>

Warrant Register							Payment Dates: 7/9/2024 - 7/9/2024	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount	
<b>Vendor: 5518 - KIMBALL MIDWEST</b>								
118676	07/09/2024	102302759	06/10/2024	VEHICLE EQUIPMENT - SUPPLIES	601-40-5540	Vehicle Maintenance	1,691.80	
							<b>Vendor 5518 - KIMBALL MIDWEST Total:</b>	<b>1,691.80</b>
<b>Vendor: 9429 - KIRAN GIDWANI</b>								
118677	07/09/2024	06192024	06/19/2024	PARKS & REC COMMISSIONER: 4TH QTR	100-82-5150	Commission Meeting Attend...	150.00	
							<b>Vendor 9429 - KIRAN GIDWANI Total:</b>	<b>150.00</b>
<b>Vendor: 1793 - KOA CORPORATION</b>								
118678	07/09/2024	000022797-1	02/26/2024	TASK #6 SVCS: 33RD STREET WM: 01-27 to 02-23-2024	500-40-5423	Engineering Services	2,881.76	
							<b>Vendor 1793 - KOA CORPORATION Total:</b>	<b>2,881.76</b>
<b>Vendor: 5588 - LACEY MARSAC</b>								
118679	07/09/2024	100	05/22/2024	LIBRARY PROGRAM: YOGA IN THE PARK	100-81-5723	Event/Program Costs	75.00	
118679	07/09/2024	101	05/22/2024	LIBRARY PROGRAM: YOGA IN THE PARK	100-81-5723	Event/Program Costs	75.00	
118679	07/09/2024	102	05/22/2024	LIBRARY PROGRAM: YOGA IN THE PARK	100-81-5723	Event/Program Costs	75.00	
							<b>Vendor 5588 - LACEY MARSAC Total:</b>	<b>225.00</b>
<b>Vendor: 0154 - LOS ANGELES COUNTY INTERNAL SERVICES DEPT.</b>								
118680	07/09/2024	99083042401	05/16/2024	GIS ANALYSIS: LARIAC APR 2024	100-91-5595	Comm Inter-Dept Charge	9,614.00	
							<b>Vendor 0154 - LOS ANGELES COUNTY INTERNAL SERVICES DEPT. Total:</b>	<b>9,614.00</b>
<b>Vendor: 9415 - MAS MODERN MARKETING INC,</b>								
118681	07/09/2024	MMI155573	02/20/2024	LIBRARY SUPPLIES	100-81-5740	General Supplies	222.59	
							<b>Vendor 9415 - MAS MODERN MARKETING INC, Total:</b>	<b>222.59</b>
<b>Vendor: 8721 - MEALS ON WHEELS OF LONG BEACH, INC.</b>								
118682	07/09/2024	15	05/31/2024	FOOD DISTR: HOMEBOUND SENIORS FY 23-24	100-82-5723	Event/Program Costs	136.50	
118682	07/09/2024	16	05/31/2024	FOOD DISTR: HOMEBOUND SENIORS FY 23-24	100-82-5723	Event/Program Costs	84.00	
							<b>Vendor 8721 - MEALS ON WHEELS OF LONG BEACH, INC. Total:</b>	<b>220.50</b>
<b>Vendor: 9413 - MID-SOUTH METAIL PRODUCTS, INC</b>								
118683	07/09/2024	668F7A72-0002	06/17/2024	CARWASH CANOPY	601-40-5540	Vehicle Maintenance	5,424.33	
							<b>Vendor 9413 - MID-SOUTH METAIL PRODUCTS, INC Total:</b>	<b>5,424.33</b>
<b>Vendor: 5635 - NV5 INC</b>								
118684	07/09/2024	353152	10/03/2023	LLMD ENGINEER'S REPORT 23-24	260-40-5400	Contract Services - General	250.00	
							<b>Vendor 5635 - NV5 INC Total:</b>	<b>250.00</b>

Warrant Register							Payment Dates: 7/9/2024 - 7/9/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 9437 - ORALIA RUBIO</b>							
118685	07/09/2024	8112021	06/30/2024	DEPOSIT REFUND PERMIT 2526	100-23550	Deposits-Community Services	50.00
<b>Vendor 9437 - ORALIA RUBIO Total:</b>							<b>50.00</b>
<b>Vendor: 8662 - PAM DUTCH HUGHES</b>							
118686	07/09/2024	06192024	06/19/2024	PARKS & REC COMMISSIONER: 4TH QTR	100-82-5150	Commission Meeting Attend...	225.00
<b>Vendor 8662 - PAM DUTCH HUGHES Total:</b>							<b>225.00</b>
<b>Vendor: 9408 - PATRICIA AHUMADA</b>							
118687	07/09/2024	06172024	06/17/2024	EMPLOYEE BBQ SUPPLIES	100-46-5350	Employee Recognition	294.41
<b>Vendor 9408 - PATRICIA AHUMADA Total:</b>							<b>294.41</b>
<b>Vendor: 0893 - PRESS-TELEGRAM CLASSIFIED</b>							
118688	07/09/2024	060324	06/03/2024	NEWSPAPER SUBSCRIPTION	100-81-5721	Special Department Supplies	208.76
<b>Vendor 0893 - PRESS-TELEGRAM CLASSIFIED Total:</b>							<b>208.76</b>
<b>Vendor: 1884 - ROBERT COPELAND</b>							
118689	07/09/2024	061024	06/10/2024	REIMB: CELLPHONE USAGE 3/25/24 - 6/24/24	100-41-5511	Telephone	510.46
<b>Vendor 1884 - ROBERT COPELAND Total:</b>							<b>510.46</b>
<b>Vendor: 9377 - ROTOLIGHTING, INC</b>							
118690	07/09/2024	459	05/31/2024	TREE LIGHTS: MEDIAN #7	400-40-5894	Street Capital Improvements	8,158.75
<b>Vendor 9377 - ROTOLIGHTING, INC Total:</b>							<b>8,158.75</b>
<b>Vendor: 5557 - SIERRA ANALYTICAL LABS INC</b>							
118691	07/09/2024	4F22018-	06/22/2024	WATER ANALYSIS	500-40-5400	Contract Services - General	1,176.00
118691	07/09/2024	4F22019-	06/22/2024	WATER ANALYSIS	500-40-5400	Contract Services - General	145.00
118691	07/09/2024	4F22043-	06/22/2024	WATER ANALYSIS	500-40-5400	Contract Services - General	506.00
118691	07/09/2024	4F22044-	06/22/2024	WATER ANALYSIS	500-40-5400	Contract Services - General	145.00
<b>Vendor 5557 - SIERRA ANALYTICAL LABS INC Total:</b>							<b>1,972.00</b>
<b>Vendor: 9125 - SUNBELT RENTALS INC</b>							
118692	07/09/2024	154988329-0001	06/05/2024	PUBLIC WORKS SUPPLIES	100-94-5740	General Supplies	564.60
118692	07/09/2024	155143295-0001	06/10/2024	PUBLIC WORKS SUPPLIES	100-92-5740	General Supplies	506.75
<b>Vendor 9125 - SUNBELT RENTALS INC Total:</b>							<b>1,071.35</b>
<b>Vendor: 5284 - VISION COMMUNICATIONS</b>							
118693	07/09/2024	0763080-IN	05/30/2024	RADIO SUPPLY	100-83-5620	Communications	857.41
<b>Vendor 5284 - VISION COMMUNICATIONS Total:</b>							<b>857.41</b>
<b>Vendor: 9355 - WALLACE LABORATORIES, LLC</b>							
118694	07/09/2024	A15278	04/29/2024	SOIL MGMT REPORT - PROMENADE TRAIL	400-40-5894	Street Capital Improvements	2,170.00
<b>Vendor 9355 - WALLACE LABORATORIES, LLC Total:</b>							<b>2,170.00</b>
<b>Grand Total:</b>							<b>148,235.83</b>

## Report Summary

### Fund Summary

Fund	Payment Amount
100 - General Fund	58,372.76
260 - Lighting and Landscape	42,704.57
400 - Capital Improvement	10,328.75
500 - Water Operations Fund	11,558.40
601 - Vehicle and Equipment	16,331.35
801 - RDA Obligation Retirement Fund	8,940.00
<b>Grand Total:</b>	<b>148,235.83</b>

### Account Summary

Account Number	Account Name	Payment Amount
100-23550	Deposits-Community Ser...	700.00
100-41-5310	Dues & Memberships	5,000.00
100-41-5511	Telephone	510.46
100-43-5400	Contract Services - Gene...	2,739.03
100-46-5350	Employee Recognition	294.41
100-46-5400	Contract Services - Gene...	416.00
100-47-5400	Contract Services - Gene...	388.42
100-53-5420	Professional Services	3,216.12
100-81-5400	Contract Services - Gene...	10,249.91
100-81-5721	Special Department Supp..	2,424.02
100-81-5723	Event/Program Costs	2,915.22
100-81-5740	General Supplies	222.59
100-82-5150	Commission Meeting At...	375.00
100-82-5470	Historical Preservation	1,503.32
100-82-5723	Event/Program Costs	220.50
100-83-5620	Communications	857.41
100-91-5595	Comm Inter-Dept Charge	9,614.00
100-92-5521	Cleaning Services	12,710.00
100-92-5740	General Supplies	2,756.75
100-94-5740	General Supplies	1,259.60
260-40-5400	Contract Services - Gene...	250.00
260-40-5741	Special Projects	15,894.57
260-40-5860	Planned Special Projects	26,560.00
400-40-5894	Street Capital Improvem...	10,328.75
500-40-5400	Contract Services - Gene...	1,972.00
500-40-5423	Engineering Services	2,881.76
500-40-5560	Repair & Maintenance S...	6,704.64
601-40-5400	Contract Services - Gene...	150.00
601-40-5540	Vehicle Maintenance	7,918.11
601-40-5842	Vehicles & Large Equipm...	8,263.24



**Account Summary**

Account Number	Account Name	Payment Amount
801-40-5104	Successor Agency Admin...	8,940.00
	<b>Grand Total:</b>	<b>148,235.83</b>

**Project Account Summary**

Project Account Key	Payment Amount	
**None**	95,452.51	
260	42,454.57	
90.24006.CIPR.113	8,158.75	
90.24017	2,170.00	
	<b>Grand Total:</b>	<b>148,235.83</b>

Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

\_\_\_\_\_

Dated

\_\_\_\_\_

Finance Director

\_\_\_\_\_

City Manager



City of Signal Hill

# Warrant Register

By Vendor Name

Payment Dates 7/10/2024 - 7/10/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 1763 - 72 HOUR LLC</b>							
103737	07/10/2024	WF10183	06/14/2024	PW VEHICLE	601-40-5842	Vehicles & Large Equipment	70,855.40
<b>Vendor 1763 - 72 HOUR LLC Total:</b>							<b>70,855.40</b>
<b>Vendor: 8241 - ALLIED UNIVERSAL SECURITY SERVICES</b>							
103738	07/10/2024	15687031	05/09/2024	100TH: CELEBRATION SECURITY SVCS	100-82-5470	Historical Preservation	885.00
<b>Vendor 8241 - ALLIED UNIVERSAL SECURITY SERVICES Total:</b>							<b>885.00</b>
<b>Vendor: 5562 - ALTA LANGUAGE SERVICES INC</b>							
103739	07/10/2024	IS721809	05/31/2024	PROFESSIONAL SVCS: LISTENING & SPEAKING TEST	100-46-5360	Education / General Emplo...	68.00
<b>Vendor 5562 - ALTA LANGUAGE SERVICES INC Total:</b>							<b>68.00</b>
<b>Vendor: 8218 - BEST BEST &amp; KRIEGER LLP</b>							
103740	07/10/2024	997335	06/05/2024	LEGAL SVCS: GENERAL LEGAL SERVICES	100-43-5410	Legal Services	1,148.60
103740	07/10/2024	997335	06/05/2024	LEGAL SVCS: GENERAL LEGAL SERVICES	100-44-5410	Legal Services	10,375.30
103740	07/10/2024	997335	06/05/2024	LEGAL SVCS: GENERAL LEGAL SERVICES	100-47-5410	Legal Services	329.00
103740	07/10/2024	997338	06/05/2024	LEGAL SVCS: CITY CLERK	100-43-5410	Legal Services	619.50
103740	07/10/2024	997340	06/05/2024	LEGAL SVCS: CONTRACTS - ADMIN	100-44-5410	Legal Services	516.70
103740	07/10/2024	997342	06/05/2024	LEGAL SVCS: CONTRACTS COMMUNITY SVCS	100-82-5410	Legal Services	374.70
103740	07/10/2024	997344	06/05/2024	LEGAL SVCS: CONTRACTS COMMUNITY SVCS	100-82-5410	Legal Services	743.90
103740	07/10/2024	997348	06/05/2024	LEGAL SVCS: CONTRACTS: POLICE	100-74-5410	Legal Services	23.50
103740	07/10/2024	997354	06/05/2024	LEGAL SVCS: CODE ENFORCEMENT: POLICE SERVICE	100-43-5410	Legal Services	305.50
103740	07/10/2024	997354	06/05/2024	LEGAL SVCS: CODE ENFORCEMENT: POLICE SERVICE	100-74-5410	Legal Services	1,198.50
103740	07/10/2024	997357	06/05/2024	LEGAL SVCS: LITIGATION	100-44-5410	Legal Services	8,976.20
103740	07/10/2024	997360	06/05/2024	LEGAL SVCS: COMMUNITY SVCS	100-82-5410	Legal Services	94.00
103740	07/10/2024	997361	06/05/2024	LEGAL SVCS: ECONOMIC DEVELOPMENT	100-47-5410	Legal Services	2,749.50

Warrant Register							Payment Dates: 7/10/2024 - 7/10/2024
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
103740	07/10/2024	997363	06/05/2024	LEGAL SVCS: LABOR AND EMPLOYMENT	100-46-5410	Legal Services	2,745.90
<b>Vendor 8218 - BEST BEST &amp; KRIEGER LLP Total:</b>							<b>30,200.80</b>
<b>Vendor: 0556 - CALIFORNIA JPIA</b>							
103741	07/10/2024	PRIM02348	05/23/2024	WORKER'S COMP INS: FY 24-25	100-16000	Inventory & Prepayments	757,088.00
103741	07/10/2024	PROP02475	05/24/2024	PROP INSURANCE FY 24-25	100-16000	Inventory & Prepayments	280,770.00
<b>Vendor 0556 - CALIFORNIA JPIA Total:</b>							<b>1,037,858.00</b>
<b>Vendor: 5101 - CAROLINE KISS-LEE</b>							
103742	07/10/2024	041024	04/10/2024	REIMBURSEMENT: CPRS CONFERENCE	100-82-5320	Travel & Training	105.93
103742	07/10/2024	06192024	06/19/2024	PARKS & REC COMMISSIONER: 4TH QTR	100-82-5150	Commission Meeting Attend...	150.00
<b>Vendor 5101 - CAROLINE KISS-LEE Total:</b>							<b>255.93</b>
<b>Vendor: 1239 - CLEAN ENERGY</b>							
103743	07/10/2024	CE12680735	04/30/2024	CNG FUEL: APR 2024	601-40-5754	Fuel Purchases	759.09
<b>Vendor 1239 - CLEAN ENERGY Total:</b>							<b>759.09</b>
<b>Vendor: 8270 - DISC SOLUTIONS INC</b>							
103744	07/10/2024	5045	06/24/2024	FACILITATOR SVCS FOR DCC: MAY 2024	100-82-5400	Contract Services - General	2,750.00
<b>Vendor 8270 - DISC SOLUTIONS INC Total:</b>							<b>2,750.00</b>
<b>Vendor: 9436 - FRONTIER ENGINEERING GROUP</b>							
103745	07/10/2024	24007-1	05/24/2024	ASSESSMENT FOR ADDITION OF ELEVATOR	100-91-5423	Engineering Services	3,000.00
<b>Vendor 9436 - FRONTIER ENGINEERING GROUP Total:</b>							<b>3,000.00</b>
<b>Vendor: 9060 - GOTO COMMUNICATIONS INC</b>							
103746	07/10/2024	IN7102983170	06/01/2024	COMMUNICATIONS SUB: JUN 24	100-51-5511	Telephone/Internet	2,055.70
<b>Vendor 9060 - GOTO COMMUNICATIONS INC Total:</b>							<b>2,055.70</b>
<b>Vendor: 1369 - GOVERNMENTJOBS.COM, INC.</b>							
103747	07/10/2024	INV-32887	04/14/2023	ANNUAL SUBSCRIPTION	100-46-5631	Software Purchases	7,899.72
<b>Vendor 1369 - GOVERNMENTJOBS.COM, INC. Total:</b>							<b>7,899.72</b>
<b>Vendor: 8595 - HEALTHEQUITY, INC.</b>							
103748	07/10/2024	INV6698668	06/25/2024	BENEFIT FSA ADMIN FEE: JUN 2024	100-51-5273	Health Benefits	155.00
<b>Vendor 8595 - HEALTHEQUITY, INC. Total:</b>							<b>155.00</b>
<b>Vendor: 9246 - JOHN KALISKI ARCHITECTS, INC</b>							
103749	07/10/2024	6807	05/15/2024	PREPARATION OF CIVIC CENTER MASTER PLAN	400-40-5896	Facilities Capital Improvement	2,301.25
<b>Vendor 9246 - JOHN KALISKI ARCHITECTS, INC Total:</b>							<b>2,301.25</b>

Warrant Register						Payment Dates: 7/10/2024 - 7/10/2024	
Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 9281 - LINDA EDWARDS</b>							
103750	07/10/2024	06192024	06/19/2024	PARKS & REC COMMISSIONER: 4TH QTR	100-82-5150	Commission Meeting Attend...	225.00
<b>Vendor 9281 - LINDA EDWARDS Total:</b>							<b>225.00</b>
<b>Vendor: 0498 - MEARNES CONSULTING LLC</b>							
103751	07/10/2024	24111-1965.5 DAWSON AVE	06/17/2024	PROF SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	295.00
103751	07/10/2024	24111-1965.5 DAWSON AVE	06/17/2024	PROF SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	59.00
103751	07/10/2024	24111-1965.5 DAWSON AVE	06/17/2024	PROF SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-59.00
103751	07/10/2024	2472-2351.5 Lewis Ave	06/17/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	118.00
103751	07/10/2024	2472-2351.5 Lewis Ave	06/17/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	590.00
103751	07/10/2024	2472-2351.5 Lewis Ave	06/17/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-118.00
<b>Vendor 0498 - MEARNES CONSULTING LLC Total:</b>							<b>885.00</b>
<b>Vendor: 5140 - MICHAEL BAKER INTERNATIONAL, INC.</b>							
103752	07/10/2024	1216318	06/24/2024	CDBG: PROGRAM MANAGEMENT & LABOR COMPLIANCE SVCS	100-82-5400	Contract Services - General	940.00
<b>Vendor 5140 - MICHAEL BAKER INTERNATIONAL, INC. Total:</b>							<b>940.00</b>
<b>Vendor: 0170 - OFFICE DEPOT</b>							
103753	07/10/2024	364865638001	05/09/2024	OFFICE SUPPLIES: PUBLIC WORKS	100-91-5740	General Supplies	7.71
103753	07/10/2024	365038478001	05/31/2024	OFFICE SUPPLIES	100-82-5740	General Supplies	137.87
103753	07/10/2024	365141091001	05/30/2024	OFFICE SUPPLIES	100-82-5740	General Supplies	8.76
103753	07/10/2024	365141098001	06/03/2024	OFFICE SUPPLIES	100-82-5740	General Supplies	30.32
103753	07/10/2024	368701909001	06/05/2024	OFFICE SUPPLIES	100-82-5740	General Supplies	259.32
103753	07/10/2024	370003072001	06/05/2024	OFFICE SUPPLIES: PUBLIC WORKS	100-92-5740	General Supplies	75.30
103753	07/10/2024	370117650001	06/13/2024	OFFICE SUPPLIES	100-51-5710	Office Supplies	217.77
103753	07/10/2024	370117650001	06/13/2024	OFFICE SUPPLIES	100-53-5740	General Supplies	60.43
103753	07/10/2024	371403061001	06/18/2024	OFFICE SUPPLIES	100-53-5740	General Supplies	62.04
<b>Vendor 0170 - OFFICE DEPOT Total:</b>							<b>859.52</b>
<b>Vendor: 8637 - ORION ENVIRONMENTAL INC</b>							
103754	07/10/2024	86CRE-19	05/31/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	4,440.00

<b>Warrant Register</b>							<b>Payment Dates: 7/10/2024 - 7/10/2024</b>	
<b>Payment Number</b>	<b>Payment Date</b>	<b>Payable Number</b>	<b>Payable Date</b>	<b>Description (Payable)</b>	<b>Account Number</b>	<b>Account Name</b>	<b>Amount</b>	
103754	07/10/2024	86CRE-19	05/31/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-23530	Deposits-Community Develo...	888.00	
103754	07/10/2024	86CRE-19	05/31/2024	PROFESSIONAL SVCS: ENVIRONMENTAL CONSULTING	100-34-4600	Administrative Fee (CD)	-888.00	
							<b>Vendor 8637 - ORION ENVIRONMENTAL INC Total:</b>	<b>4,440.00</b>
<b>Vendor: 9309 - RAMON ARMENTA JR</b>								
103755	07/10/2024	061324	06/13/2024	100TH: GRAHPIC DESIGN STREET POLE BANNERS	100-82-5470	Historical Preservation	650.00	
							<b>Vendor 9309 - RAMON ARMENTA JR Total:</b>	<b>650.00</b>
<b>Vendor: 0460 - SMITH PAINT</b>								
103756	07/10/2024	928973	06/07/2024	PUBLIC WORKS SUPPLIES	100-95-5721	Special Dept Supplies-Graffiti	161.17	
103756	07/10/2024	929989	06/20/2024	PUBLIC WORKS SUPPLIES	100-95-5721	Special Dept Supplies-Graffiti	105.29	
							<b>Vendor 0460 - SMITH PAINT Total:</b>	<b>266.46</b>
<b>Vendor: 5699 - TIM ANHORN</b>								
103757	07/10/2024	06192024	06/19/2024	PARKS & REC COMMISSIONER: 4TH QTR	100-82-5150	Commission Meeting Attend...	225.00	
							<b>Vendor 5699 - TIM ANHORN Total:</b>	<b>225.00</b>
<b>Vendor: 8859 - TLC LUXURY TRANSPORTATION</b>								
103758	07/10/2024	120922	06/21/2024	YOUTH EXCURSIONS: SUMMER CAMP	202-40-5670	Recreational Transit	780.00	
103758	07/10/2024	120923	06/21/2024	YOUTH EXCURSIONS: SUMMER CAMP	202-40-5670	Recreational Transit	780.00	
							<b>Vendor 8859 - TLC LUXURY TRANSPORTATION Total:</b>	<b>1,560.00</b>
<b>Vendor: 9255 - TTS ENGINEERING, INC</b>								
103759	07/10/2024	236753	05/31/2024	33RD STREET WATER MAIN REPLACEMENT	500-21150	Retention Payable	-67,881.78	
103759	07/10/2024	236753	05/31/2024	33RD STREET WATER MAIN REPLACEMENT	500-40-5840	Capital Outlay	1,357,635.50	
							<b>Vendor 9255 - TTS ENGINEERING, INC Total:</b>	<b>1,289,753.72</b>
<b>Vendor: 8846 - ZONES, LLC</b>								
103760	07/10/2024	W03967980102	06/20/2024	OFFICE 365: CLOUD SUB 6/18	100-52-5725	Software	3,894.69	
							<b>Vendor 8846 - ZONES, LLC Total:</b>	<b>3,894.69</b>
							<b>Grand Total:</b>	<b>2,462,743.28</b>

## Report Summary

### Fund Summary

Fund	Payment Amount
100 - General Fund	1,097,513.82
202 - Transportation	1,560.00
400 - Capital Improvement	2,301.25
500 - Water Operations Fund	1,289,753.72
601 - Vehicle and Equipment	71,614.49
<b>Grand Total:</b>	<b>2,462,743.28</b>

### Account Summary

Account Number	Account Name	Payment Amount
100-16000	Inventory & Prepayments	1,037,858.00
100-23530	Deposits-Community De...	6,390.00
100-34-4600	Administrative Fee (CD)	-1,065.00
100-43-5410	Legal Services	2,073.60
100-44-5410	Legal Services	19,868.20
100-46-5360	Education / General Emp...	68.00
100-46-5410	Legal Services	2,745.90
100-46-5631	Software Purchases	7,899.72
100-47-5410	Legal Services	3,078.50
100-51-5273	Health Benefits	155.00
100-51-5511	Telephone/Internet	2,055.70
100-51-5710	Office Supplies	217.77
100-52-5725	Software	3,894.69
100-53-5740	General Supplies	122.47
100-74-5410	Legal Services	1,222.00
100-82-5150	Commission Meeting At...	600.00
100-82-5320	Travel & Training	105.93
100-82-5400	Contract Services - Gene...	3,690.00
100-82-5410	Legal Services	1,212.60
100-82-5470	Historical Preservation	1,535.00
100-82-5740	General Supplies	436.27
100-91-5423	Engineering Services	3,000.00
100-91-5740	General Supplies	7.71
100-92-5740	General Supplies	75.30
100-95-5721	Special Dept Supplies-Gr...	266.46
202-40-5670	Recreational Transit	1,560.00
400-40-5896	Facilities Capital Improv...	2,301.25
500-21150	Retention Payable	-67,881.78
500-40-5840	Capital Outlay	1,357,635.50
601-40-5754	Fuel Purchases	759.09

**Account Summary**

Account Number	Account Name	Payment Amount
601-40-5842	Vehicles & Large Equipm...	<u>70,855.40</u>
	<b>Grand Total:</b>	<b>2,462,743.28</b>

**Project Account Summary**

Project Account Key	Payment Amount	
**None**	1,096,416.53	
6159	5,328.00	
6207	708.00	
6210	354.00	
90.24001.CIPR.113	2,301.25	
95.22003.ARP.A.280	<u>1,357,635.50</u>	
	<b>Grand Total:</b>	<b>2,462,743.28</b>



Authorization Signatures

STAFF REPORT

Verify accuracy of the Warrant Register.

\_\_\_\_\_

Dated

\_\_\_\_\_

Finance Director

\_\_\_\_\_

City Manager



City of Signal Hill

# Warrant Register

By Vendor Name

Payable Dates 6/30/2024 - 6/30/2024    Payment Dates 7/10/2024 - 7/10/2024

Payment Number	Payment Date	Payable Number	Payable Date	Description (Payable)	Account Number	Account Name	Amount
<b>Vendor: 9255 - TTS ENGINEERING, INC</b>							
103761	07/10/2024	INV0012502	06/30/2024	33RD STREET WATER MAIN REPLACEMENT - RETENTION	500-21150	Retention Payable	-3,572.72
103761	07/10/2024	INV0012502	06/30/2024	33RD STREET WATER MAIN REPLACEMENT - RETENTION	500-40-5840	Capital Outlay	71,454.50
						<b>Vendor 9255 - TTS ENGINEERING, INC Total:</b>	<b>67,881.78</b>
						<b>Grand Total:</b>	<b>67,881.78</b>

## Report Summary

### Fund Summary

Fund	Payment Amount
500 - Water Operations Fund	<u>67,881.78</u>
<b>Grand Total:</b>	<b>67,881.78</b>

### Account Summary

Account Number	Account Name	Payment Amount
500-21150	Retention Payable	-3,572.72
500-40-5840	Capital Outlay	<u>71,454.50</u>
<b>Grand Total:</b>		<b>67,881.78</b>

### Project Account Summary

Project Account Key	Payment Amount
**None**	-3,572.72
95.22003.ARPA.280	<u>71,454.50</u>
<b>Grand Total:</b>	<b>67,881.78</b>

## Authorization Signatures

### STAFF REPORT

Verify accuracy of the Warrant Register.

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Dated

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Finance Director

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City Manager



**UBPKT02400 - Refunds 1 UBPKT02396 Regular**

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
	Lawee, David	7/9/2024	118642	2.38			2.38	Generated From Billing
	Horn, Kristin	7/9/2024	118643	47.79			47.79	Generated From Billing
	Jackson, Dalon	7/9/2024	118644	23.41			23.41	Generated From Billing
	Tong, Frederick	7/9/2024	118645	27.98			27.98	Generated From Billing
	Donaldson, Brian	7/9/2024	118646	3.83			3.83	Generated From Billing
	Carlson Welding and Construction	7/9/2024	118647	38.17			38.17	Generated From Billing
<b>Total Refunds: 6</b>			<b>Total Refunded Amount:</b>	<b>143.56</b>				

### Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS / REFUNDS	143.56
<b>Revenue Total:</b>	<b>143.56</b>

### General Ledger Distribution

Posting Date: 07/09/2024

Account Number	Account Name	Posting Amount	IFT
<b>Fund: 500 - Water Operations Fund</b>			
500-10100	Cash - Combined Fund	-143.56	Yes
500-13001	Customer Accounts Receivable	143.56	
	<b>500 Total:</b>	<b>0.00</b>	
<b>Fund: 990 - Combined Cash Fund</b>			
990-10201	Wells Fargo - General Account	-143.56	
990-24100	Due To Other Funds	143.56	Yes
	<b>990 Total:</b>	<b>0.00</b>	
	<b>Distribution Total:</b>	<b>0.00</b>	



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

STAFF REPORT

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7/9/2024

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**AGENDA ITEM**

**TO: HONORABLE MAYOR  
AND MEMBERS OF THE CITY COUNCIL**

**FROM: CARLO TOMAINO  
CITY MANAGER**

**SUBJECT: APPROVAL OF MEETING MINUTES**

Summary:

Regular Meeting of June 11, 2024.

Strategic Plan Goal(s):

Goal No. 5. High-Functioning Government: Strengthen internal communication, recruitment, retention, systems, and processes to increase the effectiveness and efficiency of City services.

Recommendation:

Approve the meeting minutes.



## CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

### MINUTES OF A REGULAR MEETING SIGNAL HILL CITY COUNCIL June 11, 2024

A Regular Meeting of the Signal Hill City Council was held in-person in the Council Chamber on June 11, 2024.

(1) **CALL TO ORDER – 6:01 P.M.**

(2) **ROLL CALL**

PRESENT: MAYOR LORI WOODS  
COUNCIL MEMBER TINA HANSEN  
COUNCIL MEMBER KEIR JONES  
ABSENT: COUNCIL MEMBER ROBERT COPELAND  
LATE ARRIVAL: VICE MAYOR EDWARD WILSON

(3) **CLOSED SESSION**

- a. A CLOSED SESSION WILL BE HELD PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2).

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION  
SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO GOVERNMENT  
CODE SECTION 54956.9(D)(2)

NUMBER OF POTENTIAL CASES: 2

(4) **PUBLIC BUSINESS FROM THE FLOOR ON CLOSED SESSION ITEMS**

There was no public business from the floor.

(5) **RECESS TO CLOSED SESSION AT 6:01 P.M.**

Vice Mayor Wilson arrived at 6:11 p.m.

**(6) RECONVENE REGULAR MEETING – 7:04 P.M.**

**(7) PLEDGE OF ALLEGIANCE**

Mayor Woods and special guest Armando Molina led the audience in the Pledge of Allegiance.

Mayor Woods presented student, Armando Molina with a certificate of recognition on behalf of the Signal Hill City Council.

**(8) CLOSED SESSION REPORT**

City Attorney reported on closed session items; there was no reportable action taken.

**(9) PUBLIC BUSINESS FROM THE FLOOR ON ITEMS NOT LISTED ON THE AGENDA (SPEAKERS WILL BE GIVEN THREE MINUTES FOR EACH DISTINCT ITEM)**

Mary Gonzales, Signal Hill resident addressed the City Council and commented on the public meeting she recently attended regarding the draft Environmental Impact Report.

Signal Hill Police Officer Greg Friend addressed the City Council regarding the Signal Hill Police Officers' Association MOU on tonight's agenda and thanked the City Council.

Signal Hill Management Assistant Phyllis Thorne addressed the City Council regarding the Signal Hill Employees' Association MOU on tonight's agenda and thanked the City Council.

**(10) COMMUNITY ANNOUNCEMENTS**

Vice Mayor Wilson announced the Gun Buy Back event on June 29, 2024 sponsored by Los Angeles County Supervisor Janice Hahn in partnership with the Long Beach Police Department from 8:00 a.m. to 4:00 p.m. at Scherer Park in Long Beach; and announced Supervisor Janice Hahn is giving free Hollywood Bowl tickets on a first come, first served basis from June 23 to September 18, 2024. Call 562-256-1920 for additional information.

**(11) PRESENTATIONS**

- a. A STUDENT REPRESENTATIVE FROM ALVARADO ELEMENTARY SCHOOL WILL PARTICIPATE IN THE CITY COUNCIL MEETING BY LEADING THE PLEDGE OF ALLEGIANCE AND CEREMONIOUSLY PRESIDING OVER THE MEETING WITH THE GAVEL. MAYOR WOODS WILL THEN ACKNOWLEDGE AND RECOGNIZE THE STUDENT.

Mayor Woods presented agenda item 11a.

- b. SIGNAL HILL TRAFFIC OFFICER JIMENEZ WILL PROVIDE A PRESENTATION REGARDING THE USE AND REGULATION OF ELECTRONIC BICYCLES.



Signal Hill Traffic Officer Jimenez provided agenda item 11b.

**(12) PUBLIC HEARINGS**

- a. PUBLIC HEARING TO CONSIDER A REQUEST TO AMEND CONDITIONS OF APPROVAL ONE, TWO, AND THREE OF CONDITIONAL USE PERMIT 09-01, TO AMEND THE DEVELOPMENT AGREEMENT AND FACILITY OPERATIONS AGREEMENT BETWEEN THE CITY AND EDCO, AND TO ADOPT AN ADDENDUM TO THE EDCO SIGNAL HILL RECYCLING AND TRANSFER FACILITY EIR SCH # 2008081009

Mayor Woods opened the Public Hearing at 7:47 p.m. and invited anyone in favor of or in opposition to agenda item 12a. to please come forward.

There was no public comment.

Mayor Woods closed the Public Hearing at 7:47 p.m.

It was moved by COUNCIL MEMBER HANSEN and seconded by COUNCIL MEMBER JONES to adopt Resolution No. 2024-06-6804 amending Conditions of Approval One, Two, and Three of Conditional Use Permit 09-01, and adopting an addendum to the EDCO Signal Hill Recycling and Transfer Facility EIR SCH# 2008081009 approved in accordance with the California Environmental Quality Act (CEQA) pursuant to State CEQA guidelines Section 15162; approve the amended Facility Operations Agreement; and introduce Ordinance No. 2024-06-1548 approving a development agreement between the City of Signal Hill and EDCO, for certain real property located within the City of Signal Hill pursuant to California Government Code Section 65864 et. seq.

Adopt Resolution No. 2024-06-6804, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, AMENDING CONDITIONS OF APPROVAL ONE, TWO, AND THREE OF CONDITIONAL USE PERMIT 09-01, AND ADOPTING AN ADDENDUM TO THE EDCO SIGNAL HILL RECYCLING AND TRANSFER FACILITY EIR SCH# 2008081009 APPROVED IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO STATE CEQA GUIDELINES SECTION 15162

Introduce Ordinance No. 2024-06-1548, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SIGNAL HILL AND EDCO, FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF SIGNAL HILL PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ

The following vote resulted:

AYES: MAYOR WOODS  
VICE MAYOR WILSON  
COUNCIL MEMBER HANSEN  
COUNCIL MEMBER JONES

NOES: NONE

ABSENT: COUNCIL MEMBER COPELAND

ABSTAIN: NONE

- b. PUBLIC HEARING TO CONSIDER ZONING ORDINANCE AMENDMENT 24-02 AMENDING CHAPTER 20.58 SIGNS OF TITLE 20 ZONING OF THE SIGNAL HILL MUNICIPAL CODE FOR CONSISTENCY WITH STATE AND FEDERAL LAWS BY REMOVING LANGUAGE PERTAINING TO SIGN CONTENT, ELECTION SIGNS, PUBLIC INFORMATION SIGNS, AND ADDING REGULATIONS FOR TEMPORARY NON-COMMERCIAL SIGNS, CITYWIDE; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA

Mayor Woods opened the Public Hearing at 7:55 p.m. and invited anyone wishing to speak in favor of or opposed to agenda item 12b. to please come forward.

There was no public comment.

Mayor Woods closed the Public Hearing at 7:55 p.m.

It was moved by COUNCIL MEMBER JONES and seconded by COUNCIL MEMBER HANSEN to introduce Ordinance No. 2024-06-1549 approving Zoning Ordinance Amendment 24-02, amending Chapter 20.58 signs of title 20 of the Signal Hill Municipal Code for consistency with State and Federal laws by removing language pertaining to sign content, election signs, public information signs, and adding regulations for temporary non-commercial signs, citywide; and finding the action to be exempt from CEQA.

Ordinance No. 2024-06-1549, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT 24-02, AMENDING CHAPTER 20.58 SIGNS OF TITLE 20 OF THE SIGNAL HILL MUNICIPAL CODE FOR CONSISTENCY WITH STATE AND FEDERAL LAWS BY REMOVING LANGUAGE PERTAINING TO SIGN CONTENT, ELECTION SIGNS, PUBLIC INFORMATION SIGNS, AND ADDING REGULATIONS FOR TEMPORARY NON-COMMERCIAL SIGNS, CITYWIDE; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA

The following vote resulted:

AYES: MAYOR WOODS  
VICE MAYOR WILSON  
COUNCIL MEMBER HANSEN  
COUNCIL MEMBER JONES

NOES: NONE

ABSENT: COUNCIL MEMBER COPELAND

ABSTAIN: NONE

**(13) CITY MANAGER REPORTS**

Vice Mayor left the Council Chamber at 8:05 p.m. and returned at 8:08 p.m.

a. **ADOPTION OF RESOLUTIONS PERTAINING TO THE GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, NOVEMBER 5, 2024**

It was moved by COUNCIL MEMBER JONES and seconded by COUNCIL MEMBER HANSEN to adopt Resolution No. 2024-06-6805 calling and giving notice of the holding of a General Municipal Election to be held on November 5, 2024, for the election of certain officers as required by the provisions of the laws of the State of California relating to Charter Cities; Resolution No. 2024-06-6806 requesting the Board of Supervisors of the County of Los Angeles to consolidate a General Municipal Election to be held on November 5, 2024, with the General Municipal Election to be held on the date pursuant to Section 1040 of the California Elections Code; and Resolution No. 2024-06-6807 adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, November 5, 2024.

Adopt Resolution No. 2024-06-6805, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO CHARTER CITIES

Adopt Resolution No. 2024-06-6806, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD NO NOVEMBER 5, 2024, WITH THE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

Adopt Resolution No. 2024-06-6807, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024

The following vote resulted:

AYES: MAYOR WOODS  
VICE MAYOR WILSON  
COUNCIL MEMBER HANSEN  
COUNCIL MEMBER JONES

NOES: NONE

ABSENT: COUNCIL MEMBER COPELAND

ABSTAIN: NONE

- b. RESOLUTION ADOPTING THE ANNUAL OPERATING AND CAPITAL BUDGET FOR FISCAL YEAR 2024-25 (YEAR 1) AND RESOLUTION ESTABLISHING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-25

It was moved by COUNCIL MEMBER JONES and seconded by COUNCIL MEMBER HANSEN to adopt Resolution No. 2024-06-6808 adopting the annual operating and capital budget for fiscal year 2024-25 (Year 1) and approving the annual operating and capital budget for fiscal year 2025-26 and Resolution No. 2024-06-6809 approving and adopting the annual appropriations limit for fiscal year 2024-25.

Resolution No. 2024-06-6808, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, ADOPTING THE ANNUAL OPERATING AND CAPITAL BUDGET FOR FISCAL YEAR 2024-25 (YEAR 1) AND APPROVING THE ANNUAL OPERATING AND CAPITAL BUDGET FOR FISCAL YEAR 2025-26

Resolution No. 2024-06-6809, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-25

The following vote resulted:

AYES: MAYOR WOODS  
VICE MAYOR WILSON  
COUNCIL MEMBER HANSEN  
COUNCIL MEMBER JONES

NOES: NONE

ABSENT: COUNCIL MEMBER COPELAND

ABSTAIN: NONE

c. RESOLUTIONS ADOPTING INVESTMENT POLICIES AND INTRODUCING A NEW INVESTMENT OPTION UNDER THE JOINT POWERS AUTHORITY LOCAL GOVERNMENT INVESTMENT POOLS

It was moved by COUNCIL MEMBER JONES and seconded by COUNCIL MEMBER HANSEN to adopt Resolution No. 2024-06-6810 adopting its investment policy for public funds.

Adopt Resolution No. 2024-06-6810, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, ADOPTING ITS INVESTMENT POLICY FOR PUBLIC FUNDS

The following vote resulted:

AYES: MAYOR WOODS  
VICE MAYOR WILSON  
COUNCIL MEMBER HANSEN  
COUNCIL MEMBER JONES

NOES: NONE

ABSENT: COUNCIL MEMBER COPELAND

ABSTAIN: NONE

d. RESOLUTIONS APPROVING THE ENGINEER'S REPORT AND DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 (LLMD) FOR FISCAL YEAR (FY) 2024-25

Vice Mayor recused himself for agenda item 13d. as he lives in the California Crown Tract.

Vice Mayor left the Council Chamber at 8:32 p.m. and returned at 8:46 p.m.

It was moved by COUNCIL MEMBER HANSEN and seconded by COUNCIL MEMBER JONES to set the Public Hearing for July 9, 2024; authorize the use of funds balance or reserves from previous years from LLMD accounts for special projects, as approved by the Public Works Director, in accordance with the City's Purchasing Policy; adopt Resolution No. 2024-06-6811 initiating proceedings to levy and collect assessments for Fiscal Year 2024-2025 within an existing Landscaping and Lighting District pursuant to the Landscape and Lighting Maintenance Act of 1972, appointing the engineer of work, and ordering the preparation of the Engineer's Report; and adopt Resolution No. 2024-06-6812 declaring its intention to levy and collect assessments for Landscape and Lighting Maintenance District No. 1 for Fiscal Year 2024-25 and approving the Engineer's Report.

Adopt Resolution No. 2024-06-6811:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2024-2025 WITHIN AN EXISTING LANDSCAPING AND LIGHTING DISTRICT PURSUANT TO THE LANDSCAPING AND LIGHTING MAINTENANCE ACT OF 1972, APPOINTING THE ENGINEER OF WORK, AND ORDERING THE PREPARATION OF THE ENGINEER'S REPORT

Adopt Resolution No. 2024-06-6812:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2024-25 AND APPROVING THE ENGINEER'S REPORT

The following vote resulted:

AYES: MAYOR WOODS  
COUNCIL MEMBER HANSEN  
COUNCIL MEMBER JONES

NOES: NONE

ABSENT: COUNCIL MEMBER COPELAND

ABSTAIN: VICE MAYOR WILSON

**(14) CONSENT CALENDAR**

Vice Mayor Wilson requested pulling Consent Calendar item 14d.

- a. WAIVE THE READING OF ORDINANCES IN FULL AND AUTHORIZE READING BY TITLE ONLY
- b. ADOPTION OF ORDINANCE NO. 2024-05-1546 ADJUSTING COMPENSATION FOR CITY COUNCIL MEMBERS IN ACCORDANCE WITH STATE LAW; AND ADOPTION OF ORDINANCE NO. 2024-05-1547 ADJUSTING COMPENSATION FOR CITY CLERK AND CITY TREASURER IN ACCORDANCE WITH STATE LAW
- c. RESOLUTION APPROVING THE 2023 MILITARY EQUIPMENT ANNUAL REPORT AND RENEWING ORDINANCE NO 2022-06-1535
- d. CONTRACT SERVICES AGREEMENT WITH IMPERIAL COUNTY OFFICE OF EDUCATION, FOR EDUCATION NETWORK INITIATIVES OF CALIFORNIA HIGH-SPEED BROADBAND INTERNET AT THE SIGNAL HILL PUBLIC LIBRARY
- e. RESOLUTION APPROVING A LIST OF PROJECTS FUNDED BY SENATE BILL 1 (SB 1) - THE ROAD REPAIR AND ACCOUNTABILITY ACT FOR

FISCAL YEAR (FY 2024-25)

- f. RESOLUTIONS APPROVING MEMORANDA OF UNDERSTANDING WITH THE SIGNAL HILL POLICE OFFICERS ASSOCIATION AND THE SIGNAL HILL EMPLOYEES' ASSOCIATION; ESTABLISHING SALARY AND BENEFITS FOR MANAGEMENT PERSONNEL; ADOPTING A CITY-WIDE PAY SCHEDULE; AMENDING SALARY RANGES FOR HOURLY, PART-TIME EMPLOYEES; AND AMENDING THE CLASSIFICATION AND COMPENSATION PLAN
- g. PROPOSITION A LOS ANGELES COUNTY METROPOLITAN AUTHORITY TRANSPORTATION FUNDING APPROPRIATION
- h. CONTRACT AMENDMENT REGISTER DATED JUNE 11, 2024
- i. WARRANT REGISTER DATED JUNE 11, 2024
- j. APPROVAL OF MEETING MINUTES

It was moved by VICE MAYOR WILSON and seconded by COUNCIL MEMBER HANSEN to approve Consent Calendar items 14a through c, and 14e through j.

The following vote resulted:

AYES: MAYOR WOODS  
VICE MAYOR WILSON  
COUNCIL MEMBER HANSEN  
COUNCIL MEMBER JONES

NOES: NONE

ABSENT: COUNCIL MEMBER COPELAND

ABSTAIN: NONE

- d. Contract Services Agreement with Imperial County Office of Education, for Education Network Initiatives of California High-Speed Broadband Internet at the Signal Hill Public Library

Parks Recreation and Library Services Director Yvette Aguilar provided information and answered questions regarding Consent Calendar item 14d.

It was moved by VICE MAYOR WILSON and seconded by COUNCIL MEMBER HANSEN to approve Consent Calendar item 14d.

The following vote resulted:

AYES: MAYOR WOODS  
VICE MAYOR WILSON  
COUNCIL MEMBER HANSEN  
COUNCIL MEMBER JONES

NOES: NONE

ABSENT: COUNCIL MEMBER COPELAND

ABSTAIN: NONE

(15) **COUNCIL AGENDA--NEW BUSINESS**

Vice Mayor Wilson commented on the recent recognition he received at the Diversity Coalition Committee Breakfast and expressed his appreciation.

(16) **ADJOURNMENT**

Tonight's meeting is adjourned to the next regular meeting of the Signal Hill City Council on Tuesday, July 9, 2024 at 7:00 p.m. The regular meeting of June 25, 2024 is cancelled.

MAYOR WOODS adjourned the meeting at 8:54 p.m.

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LORI Y. WOODS  
MAYOR

Attest:

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DARITZA GONZALEZ  
CITY CLERK