

**REQUEST FOR PROPOSALS
FOR
CONTRACT PROFESSIONAL STAFFING
AND
PLAN CHECK SERVICES**



**CITY OF SIGNAL HILL
COMMUNITY DEVELOPMENT DEPARTMENT**

**PROPOSALS DUE BY:
SEPTEMBER 22nd, 2023 @5:00PM**

City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA 90755
(562) 989-7340
www.cityofsignalhill.org

TABLE OF CONTENTS

SECTION 1 – SUBMITTAL PROCEDURES & DEADLINE	4
1.0 OBJECTIVE	4
1.1 NO GUARANTEE OF WORK	4
SECTION 2 – PROPOSAL REQUIREMENTS	4
2.0 PROPOSAL SUBMITTAL	4
2.1 INQUIRIES.....	5
2.2 TENTATIVE SCHEDULE.....	5
SECTION 3 – BACKGROUND	5
3.0 ABOUT SIGNAL HILL	5
3.1 CURRENT STAFFING	6
3.2 CURRENT PLAN CHECK SERVICES.....	8
SECTION 4 – SCOPE OF SERVICES	8
4.0 OVERVIEW.....	8
4.1 BUILDING AND SAFETY DIVISION STAFFING SERVICES	9
4.2 OIL FIELD SERVICES COORDINATOR.....	12
4.3 EMERGENCY RESPONSE	13
4.4 CALIFORNIA BUILDING LAWS.....	13
4.5 BUILDING AND SAFETY PLAN CHECK SERVICES	13
4.6 CITY PROVIDED OFFICE SPACE AND EQUIPMENT.....	14
4.7 TERM OF THE AGREEMENT.....	14
SECTION 5 – PROPOSAL CONTENT	14
5.0 DATA TO BE SUBMITTED WITH PROPOSALS.....	14
5.1 FORM	16
5.2 COORDINATION	16
5.3 OBJECTIVITY	16
5.4 ACCEPTANCE OF PROPOSAL CONTENT.....	16
SECTION 6 – EVALUATION PROCESS.....	17
6.0 INITIAL EVALUATION:.....	17
6.1 SECONDARY EVALUATION	18
SECTION 7 – ADDITIONAL PROPOSAL INFORMATION	19

7.0 LEGAL RESPONSIBILITIES..... 19

7.1 COSTS FOR PROPOSAL PREPARATION 19

7.2 RESERVATION OF RIGHTS TO REJECT, WAIVE, AND REISSUE 19

7.3 SELECTION DOES NOT GUARANTEE WORK 19

7.3 LIABILITY INSURANCE REQUIREMENTS FOR CONSULTANTS 20

SECTION 1 – SUBMITTAL PROCEDURES & DEADLINE

1.0 OBJECTIVE

The purpose of this Request for Proposals (“RFP”) is to solicit competitive proposals from qualified firms to provide the City of Signal Hill (“City”) with two types of comprehensive professional services that support the Community Development Department:

1. **Professional Contract and On-Call Staffing:** Building Official, Senior and Combination Building Inspector(s), Permit Technician(s), and Oil Field Services Coordinator.
2. **Professional Contract Plan Check Services:** Review of plans and supplemental documents (structural calculations, Title 24, geological investigation reports, soils reports, etc.) for code compliance with the California Building Codes (Building, Plumbing, Electrical, Mechanical, Green, etc.). Review types include new industrial, commercial, mixed-use, and residential construction projects and additions, remodels, and reconstruction projects. Reviews include providing written corrections requesting code compliance for development projects.

1.1 NO GUARANTEE OF WORK

The City may select one or more firms to provide the services described in Section 4.0; however, award of contract does not guarantee work, if more than one firm is selected.

SECTION 2 – PROPOSAL REQUIREMENTS

2.0 PROPOSAL SUBMITTAL

Five (5) bound copies of the proposal and one (1) electronic version (USB flash drive) must be received no later than 5:00 PM on **Friday, September 22, 2023**.

Please submit your proposal in a sealed envelope labeled **“RFP Response for Professional Services – Do Not Open with Regular Mail”**.

Proposals must be mailed or delivered to:

Colleen T. Doan, Community Development Director
City of Signal Hill
2175 Cherry Avenue
Signal Hill, California 90755

Proposals received after the submittal deadline stated above will not be considered. **Facsimile and e-mail proposals will not be accepted.** Once received, the proposal and supplemental documents become the property of the City and may be subject to public records laws.

2.1 INQUIRIES

For all questions and inquiries related to this Request for Proposals (RFP), please contact:

Susana Martinez, Associate Planner
City of Signal Hill
2175 Cherry Avenue
Signal Hill, California 90755
(562) 989-7341

2.2 TENTATIVE SCHEDULE

Below is the tentative schedule for the RFP process. Note the schedule is tentative and with the exception of the RFP release date, the submission deadline may be extended, and the schedule may be subject to change.

	Date(s)
RFP Release Date	August 24 2023
RFP Submission Deadline	September 22, 2023 @ 5:00PM (unless extended)
Interviews for Selected Finalists	October 9-13 11 – 14, 2023
Contract Preparation/Negotiations	Late October, 2023
City Council Authorization	November, 2023

SECTION 3 – BACKGROUND

3.0 ABOUT SIGNAL HILL

The City of Signal Hill (“City”) is a 2.2 square-mile Charter City, located in Los Angeles County. Located just four miles west of the 605 Freeway, three miles east of the 710 Freeway and the 405 Freeway runs through the northern portion of the city. The city is situated over a large producing oil field, the Long Beach Field, which was first discovered in 1921. Signal Hill was incorporated three years later on April 14, 1924. It is the only city in America surrounded by another city – Long Beach. Prior to the 1921 oil discovery, Signal Hill was a growing residential area and transitioned into a major oil field with so many derricks that it came to be known as Porcupine Hill.

Although still a producing oil field, the city is transitioning into a diverse, modern community and has active oil wells co-existing adjacent to modern commercial and residential development.

Some of the City’s development projects are also impacted by Alquist-Priolo Special Study Zone Act, which traverses the City’s center. Signal Hill is a growing community with an inventory of vacant land available for development. The City’s population has increased from 11,016 in 2010 to 11,848 according to the 2020 U.S. Census data. The most current Department of Finance Housing data shows an increase in available housing from 4,389 to 4,632 between 2010 and 2021.

3.1 CURRENT STAFFING

Community Development Staffing

The City’s Community Development Department consists of four Divisions which include:

- Planning;
- Building and Safety;
- Neighborhood Enhancement; and
- Oil Field Services.

Building and Safety Division Staffing

The Building and Safety Division is currently staffed with one (1) Building Official (contract), one (1) full-time Principal Building Inspector, and one (1) part-time Permit Technician. The City currently contracts with three Building and Safety firms and contract staff services are paid to the firms based on the hourly rates specified in each firm’s contract.

The Building Official: The Building Official is a contract position that provides 24-hour on-call services as needed and is a Certified Building Official (CBO). The Building Official is available on an as-needed basis to answer questions, inspect properties, draft, and present Signal Hill Municipal Code amendments, attend meetings, and provide expertise on items and projects requiring a high level of building and safety expertise.

The Senior Building Inspector: The Senior Building Inspector is an on-call contract position as needed, conducting field inspections required for building permits. The Senior Building Inspector performs over-the counter or in-office plan check for minor commercial and residential projects. Minor projects such as residential solar installation, Heating ventilation & Air Conditioning (HVAC), tenant improvements (TI), or small room additions. In addition, this position provides 24-hour on-call services. Building inspections are scheduled by phone directly with the Building Inspector.

Over the past five years, the Building and Safety Division has maintained a consistent level of building permit activities. The table below shows building permit activity from January 2018 to June 2023:

	2018	2019	2020	2021	2022	2023 (Jan-June)
Number of Permits	243	285	228	226	294	119
Types of Permits	73 commercial 170 residential	46 commercial 99 residential	73 commercial 155 residential	69 commercial 157 residential	111 commercial 183 residential	37 commercial 82 residential
Valuation	\$3,194,089	\$16,104,871	\$7,790,976	\$11,636,403	\$11,591,786	\$3,902,375

Oil Field Services Coordinator Staffing

The Oil Field Services Coordinator position duties are performed by the Principal Building Inspector. An on-call Oil Field Services Coordinator who also provides the Senior Building Inspector services is required on an as needed basis. The on-call contract Oil Field Services Coordinator works from an assigned office at City Hall, Monday through Friday. The Oil Field Services Coordinator issues permits, conducts inspections, and has oversight of operations and maintenance of all active and idle wells in the City for compliance with the City’s Oil and Gas Code (Title 16 of the Signal Hill Municipal Code).

Neighborhood Enhancement/Code Enforcement Staffing

In the City of Signal Hill, all City Divisions participate in code enforcement based on the nature of the violation. The neighborhood enhancement/code enforcement officer is responsible for private property violations only. Therefore, in addition to providing code enforcement services for violations under their authority, both the on-call contract Senior Building Inspector and the Oil Field Services Coordinator interface daily with full-time Planning Division and other City staff, assisting with general code enforcement. General code enforcement services are provided at the Combination Building Inspector rate.

Permit Technician

The Permit Technician is an on-call contract position as needed, providing a variety of technical support and administrative duties related to the issuance of permits for the Building Division. The Permit Technician will provide customer service by phone, email, and the public counter. Under minimal supervision perform duties such as, calculating fees, reviewing permit applications, issuing permits, and coordinating permit files. The Permit Technician is also responsible for the distributing, tracking, and coordinating interdepartmental plan check reviews as well as outside agency plan check reviews.

3.2 CURRENT PLAN CHECK SERVICES

Professional Plan Check Services

The City currently contracts with three firms who provide staffing support and off-site plan check services for structural, mechanical, electrical, and plumbing plans, as well as for larger, or more complicated development projects that cannot be performed over the counter. The City is looking for local consultants to meet staffing augmentation needs and plan check services. Approximate turn-around time for initial plan check is 7 to 10 business days or 10 to 21 business days dependent on the scope of the project. Subsequently for secondary plan checks, turnaround time can take 7 to 10 business days depending on the scope of the project (see chart on page 15). Current firms offer an expedited plan check of approximately half the turn-around time for an increased fee of fifty percent more than the initial fee, dependent on the scope of the project. The City's plan check fee is 85% of the cost of a building permit. Building permit fees are based on the City's adopted fee schedule which uses building valuation (based on the Building Cost Index as published by *McGraw-Hill Construction ENR*). Consultant plan check services are paid to the firms as specified in each contract, which is a percentage of the City plan check fee collected.

The city has implemented an online plan review and permitting system. Applications and plans for building plan check are submitted online via the City's portal and are processed in the order they are received. Fees are calculated and processed through the City's online software permitting system.

SECTION 4 – SCOPE OF SERVICES

4.0 OVERVIEW

The purpose of this Request for Proposals ("RFP") is to solicit competitive proposals from qualified firms to provide the City of Signal Hill ("City") with two types of comprehensive professional services that support the Community Development Department:

1. **Professional Contract and On-Call Staffing:** Building Official, Senior and Combination Building Inspector(s), Permit Technician(s), and Oil Field Services Coordinator.
2. **Professional Contract Plan Check Services:** Review of plans and supplemental documents (structural calculations, Title 24, geological investigation reports, soils reports, etc.) for code compliance with the California Building Codes (Building, Plumbing, Electrical, Mechanical, Green, etc.). Review types include new industrial, commercial, mixed-use, and residential construction projects and additions, remodels, and reconstruction projects. Reviews include providing written corrections requesting code compliance for development projects.

4.1 BUILDING AND SAFETY DIVISION STAFFING SERVICES

All positions are filled on an as-needed basis and report to the Director of Community Development. The specific contract staff positions and services include:

Building Official Services

The ideal firms will provide a Certified Building Official (CBO) who is qualified and available to answer questions, inspect properties, attend meetings, and can demonstrate the ability to provide a high level of building and safety expertise including, but not limited to:

1. As needed, on-site or off-site, professional services.
2. Knowledge of all aspects of the California Building Codes.
3. Knowledge of on-going changes in applicable state and federal laws.
4. On-going supervision, training, and evaluation of subordinate staff.
5. Ability to provide technical assistance and training to other City department staff.
6. Ability to assist with budget preparation.
7. Ability to prepare and present staff reports, ordinances and resolutions to Commissions and City Council.
8. Ability to conduct annual institutional reviews and prepare and present items at public hearings as requested.
9. Ability to complete monthly reports on the status of developments and code enforcement cases in the City.
10. Availability for 24-hour emergency, off-hours services.

Senior Building Inspection Services

The ideal firm will provide an ICC certified Senior Building Inspector who is qualified and available to perform on-call on-site services, conduct commercial, industrial, and residential inspections, ensure compliance with approved plans, enforce all provisions of the Building Code, and provide Building and Safety code enforcement assistance to City staff including, but not limited to:

1. A minimum of five (5) years of experience as an ICC Certified Senior Building Inspector.
2. Ability to provide on-call on-site professional Building and Safety services Monday through Friday.
3. Ability to provide counter services including plan check, building permit issuance and consultations).
4. Must possess a valid State of California Class C driver's license.
5. Availability for 24-hour emergency, off-hours services.
6. Ability to demonstrate familiarity with local and State building, and health and safety codes and regulations.

7. Ability to monitor and enforce a variety of applicable ordinances, codes, and regulations related to zoning, land use, nuisances, housing, building codes, health and safety, graffiti, water waste, and other matters of public concern.
8. Ability to conduct in-house, minor plan reviews (such as residential solar installation, HVAC, TIs, or small room additions), for compliance with applicable codes, ordinances, and regulations.
9. Ability to serve as a resource and provide information on City regulations to property owners, residents, businesses, the general public, and other City departments.
10. Ability to review construction drawings to assure compliance with City adopted Building Codes and related State and Municipal Code requirements.
11. Ability to issue, track and final building, electrical, plumbing, fencing and other required permits.
12. Problem solving skills for unique or challenging plan check or code interpretation issues.
13. Ability to coordinate and supervise the inspection of commercial and residential construction, alteration, or demolition, to secure compliance with all pertinent building, plumbing, mechanical, electrical codes, City codes, and applicable State laws.
14. Ability to maintain written and electronic records of inspections made and actions taken.
15. Knowledge of modern office procedures and equipment including computers and supporting word processing and spreadsheet applications.
16. Ability to demonstrate report writing skills, basic computer literacy, budget, policy and procedural recommendations and documentation.
17. Ability to on occasion prepare and present staff reports, ordinances and resolutions to Commissions and City Council.
18. Ability to conduct annual institutional reviews and prepare and present items at public hearings as requested.
19. Ability to complete monthly reports on the status of developments and code enforcement cases in the City.
20. Ability to conduct development application review and prepare written conditions of approval and development impact fee estimates for public hearing items under the City's Site Plan and Design Review standards.
21. Ability to assist with City disaster preparedness.

Combination Building Inspector Services

The ideal firm will provide an ICC certified Combination Building Inspector who is qualified and available upon request to supplement the Senior Building Inspector services.

The Combination Building Inspector should have the ability to perform on-site services, conduct commercial, industrial, and residential inspections, ensure compliance with approved plans, enforce all provisions of the Building Code, and provide general code enforcement assistance to City staff including, but not limited to:

1. A minimum of one (1) year of experience as a Building Inspector.
2. Ability to provide on-site services Monday through Friday.
3. Ability to provide counter services including plan check, building permit issuance and consultation Monday through Friday during City assigned counter hour(s).
4. Must possess a valid State of California Class C driver's license.
5. Availability for 24-hour emergency, off-hours services.
6. Ability to demonstrate familiarity with local and State building, and health and safety codes and regulations.
7. Ability to conduct in-house, minor plan reviews (such as residential solar installation, HVAC, TIs, or small room additions), for compliance with applicable codes, ordinances, and regulations.
8. Ability to review construction drawings to assure compliance with City adopted Building Codes and related State and Municipal Code requirements.
9. Inspection services for buildings and structures proposed or in the process of being altered, moved, or demolished to assure that construction work complies with provisions of the building, mechanical, electrical, and related codes and ordinances.
10. Ability to issue, track and final building, electrical, plumbing, fencing and other required permits.
11. Ability to maintain written and electronic records of inspections made and actions taken.
12. Knowledge of modern office procedures and equipment including computers and supporting word processing and spreadsheet applications.

Permit Technician

The Permit Technician works from an assigned office area at City Hall, performing technical work in the reviewing, processing, and issuing of a variety of permits such as building, plumbing, electrical, solar, fence, etc. and administrative support services including but not limited to:

1. A minimum of one (1) year of experience as a Permit Technician.
2. Ability to provide on-site services as-needed, Monday through Friday.
3. Distributes information on a variety of permits including building, development.
4. Provides material requested from public and staff such as maps, permit records, aerial photos.
5. Processes and issues a variety of building and construction permits.
6. Calculates permit, plan check, and development related fees.
7. Collects fees, processes and issues receipts for money paid over the counter.
8. Develops or modifies forms for reporting data and ensures accuracy of data.
9. Notifies applicants when plans are ready for correction or permits are ready for issuance.
10. Coordinates final routing process and releases project utilities.
11. Performs building records searches.
12. Prepares statistical and other required reports and operates a computer terminal to input and retrieve information.

13. Files and/or routes plans and applications to City departments and staff.
14. Routes files and prepares plans and records for archiving and scanning.
15. Composes routine correspondence and notices.
16. Must possess a valid State of California Class C driver's license.

4.2 OIL FIELD SERVICES COORDINATOR

The Oil Field Services Coordinator (OSC) is a unique position due to the fact that Signal Hill is located in a producing oil and gas field. OSC duties and responsibility will be performed by the contract Senior Building Inspector. The OSC has oversight and authority under the City's Oil and Gas Code (Title 16 of the Signal Hill Municipal Code). The ideal firm will provide an OSC who is either qualified, or who can demonstrate the ability to implement Title 16 to issue permits, conduct inspections and maintain oversight of operations and maintenance of all active and idle wells in the City. In addition, the OSC should be qualified and should demonstrate the ability to work with other City consultants such as the City's Contract Petroleum Engineer, and the consultant for oil well abandonment, soils and health risk assessments, to implement the standards for development over and near abandoned wells and for methane site assessments and mitigation. The services required by the Oil Field Services Coordinator include but are not limited to:

1. Ability to provide professional OSC services Monday through Friday.
2. Ability to demonstrate problem solving skills for unique or challenging oil and gas field oversight.
3. Must possess a valid State of California Class C driver's license.
4. Ability to issue permits, conduct inspections and/or maintain oversight of all drilling, re-drilling, reworking, maintenance, construction, abandonment, or re-abandonment of wells.
5. Ability to maintain oversight, conduct annual inspections, develop a records system of oil and gas field operations and maintenance, including wells, tanks, pipelines, sumps, and related equipment, enforce the City Oil and Gas Code (Title 16 of the Signal Hill Municipal Code) and obtain compliance with oil field safety and beautification standards.
6. Ability to identify conditions which are unsafe or contrary to City Oil and Gas Code, state, or federal regulations; notify appropriate parties and suggest potential remedies; follow up to see that corrective measures have been taken.
7. Ability to maintain records of active, idle, and abandoned wells.
8. Ability to coordinate oil field related activities with other City departments and consultants, oil companies, utilities, and other outside agencies.
9. Ability to oversee and issue permits and coordinate with other City consultants for well discovery, methane leak testing, venting and survey activities, site methane assessment and mitigation, and all development procedures and protocols in accordance with the development standards in the Oil and Gas Code.
10. Ability to review Well Abandonment Reports for compliance with the Oil and Gas Code and well abandonment assessments prepared by the City Petroleum Engineer.
11. The OSC shall serve as a member of the Oil Advisory Committee as needed.

4.3 EMERGENCY RESPONSE

In the event of a local, regional, or national emergency or disaster, personnel shall be accessible, available and prepared to provide Building and Safety and OSC services as directed by the City including reporting to the City’s Emergency Operations Center.

4.4 CALIFORNIA BUILDING LAWS

The selected firm will be required to provide the necessary materials (e.g. staff report, ordinances, etc.) for the City to timely adopt the California Building Code and other uniform codes with applicable exceptions relevant to the City as needed every three years and to attend City Council meetings for said items.

4.5 BUILDING AND SAFETY PLAN CHECK SERVICES

The ideal firm will provide highly qualified plan check professionals who will work under the supervision of an ICC Certified Plans Examiner or Licensed Professional Engineer (P.E.) to provide efficient, accurate and timely plan check services with sufficient staffing to meet the City’s needs. The staff should have previous experience working for cities, be customer-service oriented, and have experience successfully managing multiple tasks, assignments, and responsibilities.

All commercial, industrial, and residential building plan checks will be performed by the selected firm(s), as well as all plumbing, electrical, mechanical and related plans submitted to the City by private developers or other applicable government agencies for construction and reconstruction projects. Plans must be checked according to the California Building Codes, and all applicable codes and statutes. All changes/corrections must be identified, documented, and addressed prior to approval recommendation. Recommended plans for approval must be stamped and signed as “Reviewed for Code Compliance” once they meet all requirements. City plan check fees are 85% of the City building permit fees.

In the event plans require transport, services will be provided to transfer plans to and from off-site facilities and City Hall, review plans, and communicate with applicants for:

Plan Check Services
Minor Plan Check e.g. room additions for single family house; detached structures, and re-roofing
Major Plan Check e.g. multi-family residential, commercial and other nonresidential project
Subsequent & resubmitted plan checks; new single-family house; and simple tenant improvements for non-residential buildings
Expedited Plan Check

4.6 CITY PROVIDED OFFICE SPACE AND EQUIPMENT

The City will provide the office space and limited equipment such as a vehicle, a desk, minor office supplies, desk-top computer, telephone and business cards to be used in performing contract staffing services for the City.

4.7 TERM OF THE AGREEMENT

The agreement for services shall be for the term of three (3) years, commencing from the date the agreement is approved by the City Council, subject to certain conditions, with the ability to extend the agreement for up to two (2) additional years at the City's sole discretion. The City's template for professional services agreement is attached for review. Any comments on or objections to this template agreement must be noted in your proposal.

SECTION 5 – PROPOSAL CONTENT

5.0 DATA TO BE SUBMITTED WITH PROPOSALS

In order to be considered for selection, each proposing firm shall submit a proposal which includes the following:

1. A Table of Contents for the submitted materials by section and page number.
2. A brief cover letter summarizing key points of the proposal. It must be signed by an individual with authority to bind the proposer and should state that all conditions contained in the attached proposal are valid for a period of at least 90 days.
3. The firm shall state why it believes it is qualified to provide the services described in this Request for Proposal with an emphasis on the core quality of customer service.
4. The number of years the firm has been in business.
5. Provide a list of at least three (3) references with name of organization, job title, addresses and phone numbers. References should be for cities or other public agencies for which the firm is currently providing service or has provided service in the last three years.
6. Identify the location of principal office that will be responsible for the implementation of this contract and the proximity in miles to City Hall. Include the firm's ability to report to City Hall and the ability for customers to meet at the office of the firm when necessary, in order to provide the highest standard of customer service.
7. Include the name and resume of the individual leading the team, as well as the proposed Building Official, Senior Building Inspector, Combination Building Inspector, Permit

Technician, and Oil Field Services Coordinator and Plan Checker(s). List company and individual team members' experience in providing similar services, including personnel qualifications, State registrations and/or ICC or other certifications. Resumes for each team member shall include continuing education history and membership to professional associations.

8. Identify any sub-contractors proposed, who are not employees of the firm and include the same background documentation accordingly.
9. Describe any training that the firm will provide for staff that are assigned to the City in order for consultants to maintain knowledge of existing and new California Building Codes and other applicable codes.
10. Explain how emergency response services will be provided.
11. A discussion of the breadth of plan check services that the firm has to offer (e.g. building, plumbing, electrical, mechanical, grading and drainage, industrial waste).
12. Provide a Service Plan for plan check services which describes the process for, tracking submittals, transporting plans to and from off-site facilities and City Hall, reviewing plans, and communicating with applicants.
13. Table summarizing plan check service delivery time frame in the format listed below. The times provided in the table shall indicate guaranteed turnaround times by the firm.

Plan Check Services	Maximum Timeframe for Delivery
Minor Plan Check: e.g. room additions for single family house; detached structures, and re-roofing	7-10 Business Days
Major Plan Check: e.g. multi-family residential, commercial and other nonresidential project	10-21 Business Days
Subsequent & resubmitted plan checks; new single-family house; and simple tenant improvements for non-residential buildings	7-10 Business Days
Expedited Plan Check:	7-10 Business Days

14. Include a rate(s) and fee(s) for staff and plan check services:

Staffing Services: Each proposal shall include *hourly rates* for each of the professional staffing services positions requested and shall include any reimbursable expenses to be charged and a listing of any other estimated direct costs.

Plan Check Services: Each proposal shall include *plan check fee amounts as a percent of the City plan check fee* for the following:

- Cost of a complete plan review (structural, electrical, plumbing, mechanical)

- Cost of a structural only plan review
- Cost to review electrical, plumbing, or mechanical plans that are submitted independently of structural review
- Cost if any, for excessive plan check reviews
- Cost, per hour, to review changes to previously approved plans
- Cost for expedited plan check review

For example: Firm X proposed a contract plan check fee of 75% of the City's residential and non-residential plan check fee. For a commercial project valued at \$ 45,000, per the City's fee schedule, the City building permit fee is \$455 and City plan check fee is \$386.75 (85% of the permit fee). Firm X will bill the City \$290.06 for plan check services for the project (75% of the City's plan check fee).

15. A discussion shall be included on the transitioning of the work from the City's current consultant to a new consultant.
16. Additional services not mentioned in this Request for Proposal that the firm can provide.

5.1 FORM

Proposals and materials shall be submitted in bound copies suitable for evaluation. Legibility, clarity and completeness are essential. Proposals shall provide assurance that the firm has the professional capacity to satisfactorily complete all tasks as described in Section 4 of this RFP. Each firm shall also provide a statement that the firm agrees to provide proof of insurance as required.

5.2 COORDINATION

Describe the process for maintaining a close working relationship between the consultant and the City.

5.3 OBJECTIVITY

Services are to be objective and unbiased. Proposals shall certify that the firm has the capacity to provide objective and unbiased services.

5.4 ACCEPTANCE OF PROPOSAL CONTENT

If a contract is awarded as a result of a response to this request, the City will select the successful firm as quickly as possible after the final date for receipt of the proposals and completion of the interview and selection process.

It is likely that the content of the proposal of the successful bidder will be used in a legal contract of agreement. Bidders should be aware that methods and procedures proposed could become contractual obligations.

SECTION 6 – EVALUATION PROCESS

The City will conduct a two-tiered evaluation process to select the ideal firm(s). The initial evaluation will consist of a review of all timely submitted proposals with a focus on qualifications and customer service and will include consideration of cost estimates. Following the initial evaluation, the pool of candidates will be reduced to a short list of no more than the top three (3). The secondary evaluation will consist of interviews and reference checks for each of the short list candidates. The weighted criteria for each level are:

6.0 INITIAL EVALUATION:

The following criteria (as weighted) will be used to evaluate all timely and complete submitted proposals:

1. QUALIFICATIONS AND RELEVANT EXPERIENCE

(Weight 40%)

- Years in business and qualifications of individuals and team
- Experience providing similar services (all positions) for local government agencies
- Demonstration of core customer service success
- Service delivery time frames
- Procedures to be used to ensure close contact between the consultant and the City

2. THOROUGHNESS AND ORGANIZATION OF PROPOSAL

(Weight 20%)

- Includes all five elements of the proposal, as described in Sections 1-5 of the RFP
- The proposal is organized, concise and thorough
- Demonstrates understanding of the scope of work
- Demonstrates core quality of customer service
- Consultant's approach to accomplishing the scope of work

3. METHODS AND PROCEDURES

(Weight 25%)

- Demonstrated ability to provide sufficient qualified and experienced personnel, including supplemental personnel
- Availability of lead and all proposed team members
- Consultant's general approach to providing services and evaluating issues
- Complete description of procedures and analytical methods for each service
- Demonstrated ability to deliver services in a timely and expedited manner
- Demonstrated ability using technology and computers

4. COST ESTIMATES

(Weight 15%)

- Costs for providing the proposed scope of services
- Quality of work to be delivered based on consultant's fee

6.1 SECONDARY EVALUATION - INTERVIEWS

Following the initial evaluation of the proposals, the City will invite a shortlist of Respondents to participate in a panel an interview process. The following criteria (as weighted) will be used to evaluate the short list of selected consultants:

1. QUALIFICATIONS AND RELEVANT EXPERIENCE

(Weight 40%)

- Demonstrated qualifications of individuals and the team
- Experience providing similar services (all positions) for local government agencies
- Demonstrated understanding of the scope of work
- Demonstrated analytical ability and problem solving skills
- Demonstrated understanding of and experience providing core customer service
- Demonstrated history of timely service delivery
- Identified specific procedures to be used to ensure close contact between the consultant and the City

2. PREPAREDNESS AND UNDERSTANDING OF THE PROJECT

(Weight 40%)

- Demonstrated ability to provide sufficient qualified and experienced personnel, including supplemental personnel
- Demonstrated availability of lead and all proposed team members
- Consultant's general approach to providing services and evaluating issues
- Communication skills
- Demonstrated ability to deliver services using technology and computers
- Cost estimates and delivery time

3. REFERENCE CHECKS

(Weight 20%)

- Customer satisfaction
- Cost versus product level of service
- Communication strengths and analytical skills
- Emergency services track record
- Other

SECTION 7 – ADDITIONAL PROPOSAL INFORMATION

7.0 LEGAL RESPONSIBILITIES

The consultant shall keep itself informed of all local, State, and Federal laws and regulations, including but not limited to those pertaining to conflicts of interest, which in any manner affect those employed by it or in any way affect the performance of its duties under the scope of work. The consultant shall at all times observe and comply with all such laws and regulations.

7.1 COSTS FOR PROPOSAL PREPARATION

The City shall not be responsible for any costs incurred by any firm for the preparation of any proposals, including interviews. No obligation, either expressed or implied, exists on the part of the City to make an award or to pay any costs incurred in the preparation or submission of a response. All costs associated with the preparation or submission of a proposal are solely the responsibility of the candidate.

7.2 RESERVATION OF RIGHTS TO REJECT, WAIVE, AND REISSUE

The City reserves the right to reject any and all submittals, waive any irregularities, reissue all or part of this Request for Proposals, and not award any contract, all at its discretion and without penalty. The City also reserves the right to accept a proposal and enter into an agreement as a result of the initial proposals received, or alternatively, it may elect to negotiate requested modifications to the Contract Services Agreement included herein as Exhibit B, conduct interviews or request presentations from proposers who are within an acceptable competitive range, as determined by the City.

All submittals will become the property of the City. Information in responses will become public property and will be subject to applicable public records laws. The City reserves the right to make use of any information or ideas in the responses. All proposals will be maintained as confidential working papers until officially placed on the City Council meeting agenda.

7.3 SELECTION DOES NOT GUARANTEE WORK

Only firms prepared to provide qualified staff to perform each of the described services should apply. It should be noted that multiple firms may be selected to provide these services and there is no guarantee of work. However, the City typically follows a procedure of alternating plan check services so firms receive projects based on qualification of services.

7.3 LIABILITY INSURANCE REQUIREMENTS FOR CONSULTANTS

As a condition of awarding a contract, the firm will be required to have general liability insurance at a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, professional liability insurance at a minimum of one million dollars (\$1,000,000) per occurrence, worker's compensation at state-mandated minimums, no less than one million dollars (\$1,000,000), and vehicle coverage including comprehensive and collision insurance at a minimum of one million dollars (\$1,000,000). The consultant must name the City and its officers, employees and agents as additional insureds. The proposal shall state whether such insurances are currently in force or will be at the time of contract execution.

CITY OF SIGNAL HILL

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, 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 **[INSERT NAME OF COMPANY]**, a **[INSERT TYPE OF BUSINESS; I.E., CORPORATION (INCLUDE STATE OF INCORPORATION), LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP, ETC.]**, with its principal place of business at **[INSERT ADDRESS]** ("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 **[INSERT TYPE]** 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 **[INSERT TYPE]** 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 **[INSERT TYPE]** consulting services for the **[INSERT NAME OF PROJECT, AND CONTRACT NUMBER, IF APPLICABLE]** project ("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 **[INSERT TYPE]** 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.

3.1.2 Term. The term of this Agreement shall be from **[INSERT DATE]** to **[INSERT DATE]**, 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 one (1)] 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: [INSERT NAME AND TITLE].

3.2.5 City's Representative. The City hereby designates [INSERT NAME AND TITLE], 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 [INSERT NAME AND TITLE], 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 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances and regulations listed in Section 3.2.12.2 of this Agreement, Consultant must comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP"), the City of Signal Hill Local Implementation Plan ("LIP") and the applicable Water Quality Management Plan ("WQMP"). The DAMP contains requirements related to design and construction of public projects. Consultant must be familiar the DAMP, and the LIP and comply with the requirements as specified therein.

A copy of the DAMP is available on the internet at:

<https://media.ocgov.com/gov/pw/watersheds/documents/damp/default.asp>

A copy of the LIP is available on the internet at:

[\[WEBSITE IF APPLICABLE\]](#)

More information on the applicable WQMP is available on the internet at:

[\[WEBSITE IF APPLICABLE\]](#)

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 Twenty-five Thousand dollars (\$25,000) 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 Accounting Records.

3.4.1 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.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 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.

3.5.1.2 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.

3.5.1.3 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.

3.5.1.4 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:	[INSERT BUSINESS NAME] [INSERT STREET ADDRESS] [INSERT CITY STATE ZIP] ATTN: [INSERT NAME AND TITLE]
City:	City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755 ATTN: [INSERT NAME AND TITLE]

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.

3.5.2 Ownership of Materials and Confidentiality.

3.5.2.1 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.

3.5.2.2 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.

3.5.2.3 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.

3.5.3 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.

3.5.4 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.

3.5.5 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.

3.5.6 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.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

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

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

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

3.5.11 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.

3.5.12 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.

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

3.5.14 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.

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

3.5.16 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.

3.5.17 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.

3.5.18 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.

3.5.19 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.

3.5.20 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.

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

3.5.22 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: _____
Mayor or 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: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

**EXHIBIT "A"
SCOPE OF SERVICES**

See Attached Proposal

SAMPLE

EXHIBIT "B"
SCHEDULE OF SERVICES

SEE ATTACHED PROPOSAL

SAMPLE

EXHIBIT "D"
INSURANCE REQUIREMENTS

3.2.11 Insurance. [CITY RISK MANAGER TO REVIEW PRIOR TO EACH USE]

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.