

**CITY OF SIGNAL HILL  
NOTICE INVITING PROPOSALS**

The City of Signal Hill (“City”) will receive electronic proposals only for as-needed Executive Recruitment Services (“Services”), no later than 5:00 P.M. on August 23, 2024. Proposals shall be valid for 180 calendar days after the submission deadline.

The Services generally consist of providing executive recruitment services on an as-needed basis. The City of Signal Hill estimates that there will be an opportunity for approximately one (1) to two (2) recruitments per year. In the performance of Services, Consultant must comply with applicable federal, state, and local regulations concerning equal opportunity requirements and Consultant must take affirmative action to ensure equal employment opportunity.

Proposals must be submitted in accordance with the City’s Request for Proposals (“RFP”), which is available to registered vendors through the City’s electronic bid management system, Planet Bids, at:

<https://vendors.planetbids.com/portal/36746/bo/bo-detail/120765>

Interested bidders may participate by selecting “Bids and Proposals” on the home page of the City website at [www.cityofsignalhill.org](http://www.cityofsignalhill.org). The Contract Documents may be downloaded at no charge. Contract Documents will not be available for sale at City Hall. Proposals must be submitted in electronic format through the City’s electronic bid management system. The electronic bid management system will not accept late proposals. Electronic modifications to or withdrawal of proposals may be made by the Respondent prior to the proposal closing deadline. The amount of each proposal will be available to the public at the closing deadline on the City’s website in the electronic bid management system.

A contract shall be awarded, if at all, to the best qualified vendor. Determination of the best qualified vendor will be made solely by the City on criteria determined by the City. The decision of the City shall be final. In its discretion, the City may reject any proposal, abandon the purchase, or re-advertise. The City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.

For further information, contact Patricia Ahumada, Human Resources Manager at (562) 989-7307 or [pahumada@cityofsignalhill.org](mailto:pahumada@cityofsignalhill.org)

Posted in accordance with S.H.M.C Section 1.08.010 on or before: August 12, 2024

**END OF NOTICE INVITING PROPOSALS**



**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**EXECUTIVE RECRUITMENT SERVICES**

**CITY OF SIGNAL HILL  
2175 CHERRY AVENUE  
SIGNAL HILL, CA 90755**

**Patricia Ahumada  
Human Resources Manager  
(562) 989-7307  
[pahumada@cityofsignalhill.org](mailto:pahumada@cityofsignalhill.org)**

Issue:	August 12, 2024
Requests for Clarification/Questions due:	August 19, 2024
Proposals Due:	August 23, 2024
Projected Award Date:	September 10, 2024

**CITY OF SIGNAL HILL**  
**REQUEST FOR PROPOSALS**

**1. INTRODUCTION**

1.1 About the City

The City of Signal Hill (“City”) is located in Los Angeles County, California, in the area commonly referred to Signal Hill with a population of approximately 11,800 residents. The City of Signal Hill covers 2.2 square miles, surrounded by the City of Long Beach. The City was incorporated in 1924 and operates under the Council/Manager form of government as a Charter city.

The City of currently has approximately 132 Full-time Equivalent positions budgeted in its FY 2024-2025 operating budget. These include seven executive member positions and twelve mid-manager positions.

Project Description

The City of Signal Hill is requesting proposals from qualified vendors (Proposers) for executive recruitment services on an as-needed basis. Responses must conform with the requirements of this Request for Proposal ("RFP").

The successful Respondent will be required to enter into an Agreement (incorporated herein as Attachment 2 as Sample Agreement) which will include the requirements of this RFP as well as other requirements. By submitting a Proposal, the Respondent agrees to all of the terms of the RFP and Agreement. The City reserves the right to reject any proposal(s) exceptions or changes to the Agreement or Request for Proposal.

1.2 City Contact for this RFP

The principal contact for the City of Signal Hill regarding this RFP will be Patricia Ahumada, Human Resources Manager, (562) 989-7307, [pahumada@cityofsignalhill.org](mailto:pahumada@cityofsignalhill.org) or a designated representative, who will coordinate the assistance to be provided by the City of Signal Hill to the Respondent.

**2. PROPOSAL SCHEDULE**

The schedule is as follows:

1	RFP Release	August 12, 2024
2	Pre-Proposal Requests for Clarification Due	August 19, 2024 at 5:00 p.m.

4	Proposal Due Date	August 23, 2024 at 5:00 p.m.
7	Award by City Council*	September 10, 2024
8	Project Start*	September 12, 2024

\*The City expects, but does not guarantee, that the contract award will be made by the City Manager or City Council on the date indicated above. The above-listed dates are subject to change.

### **3. REQUESTS FOR CLARIFICATIONS**

All questions, requests for interpretations or clarifications, either administrative or technical, must be requested in writing and submitted through the City’s bid management system by selecting the Q&A Tab. Questions sent directly to City Staff will not be addressed and you will be directed to submit your question(s) online. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by August 19, 2024 no later than 5:00 P.M. local time.

All registered vendors will be notified by e-mail when an addendum is posted. City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Respondent, and no Respondent should rely on any such oral interpretation.

### **4. SCOPE OF REQUIRED SERVICES**

Consultant will provide executive recruitment services on an as-needed basis. The City of Signal Hill estimates that there will be an opportunity for approximately one (1) to two (2) recruitments per year. In the performance of Services, Consultant must comply with applicable federal, state, and local regulations concerning equal opportunity requirements and Consultant must take affirmative action to ensure equal employment opportunity.

Consultant to perform the following executive search services:

a. Job Profile/Recruitment Brochure - Consultant will: develop a candidate profile and recruitment strategy, conduct individual interviews with the City Manager (or their Designee); develop a recruitment brochure of the ideal candidate; place advertisements for the open position(s); and prepare mailing lists of referral sources and potential candidates. Consultant is responsible for target marketing and controlling costs associated with such marketing.

b. Recruitment/Search, Advertising Campaign, Networking, and Screening - Consultant will: conduct an aggressive national search; reach out to referral sources and potential candidates; conduct targeted social media and industry-specific advertising;

develop a preliminary list of 10-15 candidates whose experience and background most closely fit the requirements of the position based on the candidate profile. Consultant must (i) ensure availability and interests of candidates and (ii) review credentials of each applicant based on resume, referral sources, and telephone interviews. Consultant will conduct preliminary telephone interviews and prepare a written report with the profile of each of the top 10-15 candidates.

c. Semi-Finalist Interviews/Candidate List - Consultant will conduct in-depth interviews with each of the semi-finalists. Consultant to meet with City Manager (or designee) to discuss the profiles of each semi-finalist and assist in deciding which candidates to invite for final interviews and condense the list to 5-6 total candidates. Consultant must provide the City with (i) well-written, detailed evaluations of each candidate including academic and professional credentials and (ii) a well-rounded profile on each finalist.

d. Final Reference Checks - Consultant must assist, as needed by the City, in conducting interviews of finalist candidates. Consultant must make all arrangements for necessary candidate travel, lodging, and meals. Consultant will complete a detailed reference check on the top-ranked, selected candidates and will submit all findings in writing to the City's City Manager (or Designee).

e. Negotiation and Approved Contract with Final Choice Candidate Consultant will assist in the final evaluation of all candidate data and in the selection of the final candidate who will receive the job offer. The City will negotiate a compensation and benefits package with the selected candidate. Should the final candidate decline the job offer, Consultant will assist with identifying additional finalists until a final employment contract is reached or final acceptance of employment is received, as applicable.

f. Termination of the Candidate's Employment - If the final candidate selected for employment by the City terminates their employment for any reason within two (2) years after the initial date of employment, Consultant must provide the City with the recruitment services described above as needed in order to appoint a replacement employee at no additional cost to the City.

The Respondent will be expected to fulfill, at a minimum, the services and technical requirements described in the Scope of Services. Upon final selection, the Scope of Services may be modified and refined during negotiations with the City.

## PROPOSAL REQUIREMENTS

### Proposal Content

Respondent's Proposal shall be clear, accurate, and comprehensive. Excessive or irrelevant materials will not be favorably received. The content and sequence of the information contained in each copy of the proposal shall be as follows:

(b) Summary Sheet

Include a fully completed copy of the Summary Sheet included with this RFP (Attachment 1, "Required Forms").

(c) Table of Contents

Include a clear identification of the material by section and by page number.

(d) Letter of Transmittal

Identify Respondent's legal name and contact information, including corporate office and local office address, telephone number, fax number, web site address, and e-mail address. Summarize key elements of the proposal. The letter must stipulate that the cost proposal will remain valid for a period of at least 180 days. The letter shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Respondent.

(e) Key Personnel.

Identify the names and specific qualifications, experience, and appropriate licenses held, if applicable, of the primary staff to be assigned to the project. Include a resume for all primary staff. Include any subconsultants which Respondent proposes to use for any portion of the services.

Respondent shall also identify a Management Contact (Representative authorized to sign an agreement for your firm) and a Project Manager (person responsible for day-to-day management of the project). The successful Respondent may only change the Management Contact, Project Manager, and other supporting staff and specialists with prior written permission of the City.

(f) Plan and Schedule for Services

Provide a plan and schedule for services to the City that you believe are appropriate for the City. Indicate features, skills and/or services which distinguish your firm and make it the better choice for the City. Indicate features, skills and/or services which will enable your firm to provide the services within the time specified, without delay or interference.

(g) Scope of Services

Provide a detailed scope of services which reflects the Scope of Services described in this RFP. Proposals must address all items set

forth in Section 4 "Scope of Services." Additional information which, in your opinion, should be included must be clearly identified.

(h) Experience

(i) List of Representative Projects. List of representative projects undertaken by Respondent in the last 10 years demonstrating experience in each category of the project. Identify the names of organizations, and names and telephone numbers of persons who can be contacted with regard to the services you have provided.

(ii) Identify all previous and current contracts with the City of Signal Hill. Include a contact name, description of services, and dates of services performed.

(iii) List all public agencies (not to include the City of Signal Hill) for which contracts were terminated in the last three years. Show names of organizations and names and telephone numbers of persons who can be contacted. Firms may provide a brief explanation of the reason(s) for termination(s).

(i) Certificate of Proposal

Include a fully completed copy of the Certificate of Proposal included with this RFP (Attachment 1, "Required Forms").

(j) Cost Proposal

The Respondent must upload their separate fee proposal in the electronic bid portal.

(k) Compliance with Employment Nondiscrimination Laws

Identify and describe any final decisions or orders of Federal or State agencies that Respondent has received governing the subject of nondiscrimination in employment. If none, verify in writing Respondent has not received any such decisions or orders.

#### 4.2 Proposal Format

Proposals shall include one (1) electronic pdf version, no longer than 35 pages, that will be uploaded to PlanetBids. Proposals shall be organized and numbered in the order presented in Sections 6.1. Proposals must include page numbers for all pages in the proposal.

a. Cover Letter - The cover letter shall include a statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood.

The letter should include a brief summary of Proposers' qualifications and Proposers' willingness to enter into a contract under the terms and conditions prescribed by the City's Agreement. The letter should be signed by an individual who can bind the Proposer contractually.

b. Profile of Firm – This section shall include a brief description of the firm's size as well as the organizational structure; it shall also include a discussion of the firm's financial stability, capacity, and resources.

c. Qualifications of Firm – This section shall include a brief description of the Proposer's and sub consultants qualifications and previous experience on similar or related projects. Description of pertinent project experience shall include a summary of the work performed. Proposer must provide name, title, and phone number of three (3) clients to be contacted as references.

d. Project Staff – Identify the key individuals who will work with the City, along with their contact information. The proposal must describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the team. A project manager must be designated and an organizational chart showing the manager and all project staff must be included.

e. Project Approach – Proposals should include an explanation of your proposed course of action. References should be made to the requirements of this RFP and your plan for meeting those requirements. If you propose changes to the approach set forth in the Scope of Services, those changes should be specified clearly. Explain the proposed methodology that will be used and clearly demonstrate understanding of the objectives the project is intended to complete. This section should include a proposed project schedule, indicating how each task under the Scope of Services will be accomplished.

f. Fee Proposal – The cost proposal must describe both the total and detailed price to complete the scope of services. It should include the reimbursement process for "other costs" associated with recruitment efforts that are expected to be reimbursed. All charges to complete a successful recruitment should be submitted and there should be no hidden costs.

g. Exceptions/Deviations – State any exceptions to or deviations from the requirements of the RFP, segregating "technical" exceptions from the "contractual" exceptions. Where Proposer wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Proposer will be deemed to have accepted the contract requirements.

## **5. SUBMITTAL INSTRUCTIONS**

Proposals must be submitted in electronic format through the City's electronic bid management system no later than 5:00 P.M. on the date indicated in Section 2. The City's electronic bid management system, Planet Bids, can be accessed at <http://www.cityofsignalhill.org/> by selecting "Bids and Proposals" on the home page.



Proposals submitted in any other way (e.g., email, oral, telephonic, facsimile) will not be considered. Electronic modifications to or withdrawal of proposals may be made by the Respondent prior to the proposal closing deadline.

The Respondent must attach pdf files to the electronic proposal submission containing its Proposal and all of the required forms completed and signed. The Respondent **must enter the price of its Proposal in the electronic bid form.**

It is the sole responsibility of each Respondent to see that its Proposal is properly submitted to Planet Bids in the proper form and prior to the stated closing time. **THE ELECTRONIC BID MANAGEMENT SYSTEM WILL NOT ACCEPT LATE PROPOSALS.** The City will only consider Proposals that have transmitted successfully and have been issued a confirmation number with a time stamp from Planet Bids indicating that the Proposal was submitted successfully.

Respondents experiencing any technical difficulties with the proposal submission process may contact the Planet Bids system support at 818-992-1771. If you continue to have difficulty, call the City's Human Resources Department at (562) 989-7304. Neither the City, nor the City's bid management system, make any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the proposal submission date and/or time.

## **6. EVALUATION AND AWARD**

### **6.1 Evaluation Criteria**

The City will evaluate and rank the proposals. Proposals will be evaluated according to the following criteria:

- a) Qualifications of the Firm: Qualifications to be considered include but are not limited to: technical experience in performing work of a closely similar nature; experience working with other public agencies; record of completing work on schedule; strength and stability of firm; technical experience and strength and stability of proposed sub-contractors; and assessments by client references. Qualifications of project staff will also be considered, particularly key personnel, and, especially, the project manager. Other factors to be considered include but are not limited to key personnel's level of involvement in performing related work, logic of project organization; adequacy of labor commitment, and concurrence in the restrictions on changes in key personnel.
- b) Methodology of Plan/Project Understanding – Proposer's demonstrated understanding of project requirements, potential problem areas and project approach.
- c) Cost - Reasonableness of the fee and costs and competitiveness of this amount with other proposals received; adequacy of data in support of figures quoted. basis on which prices are quoted.

## 6.2 Evaluation Procedure

An Evaluation Committee will be appointed to review all proposals. The Committee will be comprised of City staff and may include outside personnel. The Committee members will review and evaluate the proposals based on the above criteria. The Committee will recommend to the City Manager the firm whose proposal is most advantageous to the City. The City Manager will then provide his or her recommendation to the City Council for final action.

## 6.3 Respondent Presentations/Interviews

The City may, at its discretion, invite a shortlist of Respondents to participate in a panel interview to be held at the City. The City may require that Respondents prepare a presentation as part of the interview. No Respondent shall be entitled to or otherwise guaranteed an interview.

## 6.4 Selection, Negotiation, and Award

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Respondent, or to allow corrections of errors or omissions. The contract, if awarded, shall be to the most qualified Respondent, which submits the proposal that, in the sole judgment of City, is the most qualified Respondent based on the evaluation criteria set forth herein.

Upon selection of a Respondent, the City will endeavor to negotiate a mutually agreeable agreement with the selected Respondent. In the event that the City is unable to reach agreement, the City will proceed, at its sole discretion, to negotiate with the next Respondent selected by the City. The City reserves the right to contract for Services in the manner that most benefits the City including awarding more than one (1) contract if desired.

After negotiating a proposed Agreement that is fair and reasonable, City staff will make the final recommendation to the City Manager or City Council concerning the proposed Agreement. Subject to the contract amount, the City Manager or City Council has the final authority to approve or reject the Agreement.

## 6.5 Notification of Award

Respondents who submit a proposal in response to this RFP shall be notified by mail regarding the firm who was awarded the contract. Such notification shall be made within seven (7) days of the date of contract award.

## 6.6 Protests

(a) Protest Contents: Protests based on the content of the RFP shall be submitted to the City no later than ten (10) calendar days prior to the scheduled proposal submittal deadline. If necessary, the proposal submittal deadline may be extended pending a resolution of the protest. Respondent may protest a contract award if the

Respondent believes that the award was inconsistent with City policy, or this RFP is not in compliance with law. A protest must be filed in writing with the City (email is not acceptable) within five (5) business days after receipt of notification of the intended contract award. Any protest submitted after 5 p.m. of the fifth business day after notification of the intended contract award will be rejected by the City as invalid and the Respondent's failure to timely file a protest will waive the Respondent's right to protest the contract award. The Respondent's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Respondent for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.

(b) City Review: The City will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The City shall provide the Respondent submitting the protest with a written statement concurring with or denying the protest. Action by the City relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the Respondent's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

## **7. GENERAL PROVISIONS**

### **7.1 Amendments to RFP**

The City reserves the right to amend or revise the RFP and its attachments or issue to all Respondents a Notice of Amendment to answer questions for clarification. Amendments or revisions, if any, shall be made by written addenda. All addenda issued by the City shall be included in the proposal and made part of the Contract Documents. Copies of addenda will be issued by the City through the City's bid management system. Respondents must acknowledge receipt of all addenda through the City's bid management system by clicking "acknowledge." Respondents are responsible for ensuring that they have received any and all addenda. Each Respondent should contact the City to verify that it has received all addenda issued, if any, prior to the proposal opening. Failure to acknowledge receipt of all addenda may result in proposal rejection.

### **7.2 No Commitment to Award.**

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City expressly reserves the right to postpone the RFP process for its own convenience, to negotiate any price or provision, task order or service, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Respondent concurrently, or to cancel all or part of this RFP. The Agreement, if any is awarded, will go to the Respondent whose proposal best meets City's requirements.

### **7.3 Amendments to Proposals.**

Unless specifically requested by the City, no amendment, addendum or modification will be accepted after the deadline stated herein for receiving Proposals.

Respondent may modify or amend its Proposal only if the City receives the amendment prior to the deadline stated herein for receiving Proposals.

#### 7.4 Non-Responsive Proposals.

A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.

#### 7.5 Costs for Preparing.

The City will not compensate any Respondent for the cost of preparing any Proposal, and all materials submitted with a Proposal shall become the property of the City. The City will retain all Proposals submitted and may use any idea in a Proposal regardless of whether that Proposal is selected.

#### 7.6 Alternative Proposals.

Only one final proposal is to be submitted by each Respondent. Multiple proposals will result in rejection of all proposals submitted by the Respondent.

#### 7.7 Public Documents.

All Proposals and all evaluation and/or scoring sheets shall be available for public inspection at the conclusion of the selection process.

#### 7.8 No Exceptions.

Submission of a Proposal constitutes acceptance by Respondent of the conditions contained in this RFP and the General Services Agreement (attached as Attachment 3), should Respondent be selected.

#### 7.9 Conflict of Interest

By submitting a Proposal, the Respondent declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with the award of the Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer or employee of the City, during the term of his/her service with the City and for two (2) years following his/her termination of office or employment with the City, shall have any direct interest in the Agreement, or obtain any present, anticipated or future material benefit arising therefrom.

#### 7.10 Scope Examination

In submitting a proposal, Respondents warrant that they have understood the Scope of Services as they deem necessary. Respondents shall also familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes

affecting the performance of the work; make such investigations, as it may deem necessary for performance of the services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

**ATTACHMENT 1 - REQUIRED FORMS**

**(EXCLUDED FROM THE 35 PAGE COUNT REQUIREMENT)**

**EXPERIENCE**

List of cities and/or government agencies the consultant has performed executive recruitment services for:

No.	Agency Name and Address	Agency Contact	Agency Population Size
1.			
2.			
3.			
4.			
5.			

**SUMMARY SHEET**

Firm Name: \_\_\_\_\_

Firm Parent or Ownership: \_\_\_\_\_

Firm Address: \_\_\_\_\_

\_\_\_\_\_

Firm Telephone Number: \_\_\_\_\_

Firm Fax Number: \_\_\_\_\_

Number of Years in Existence: \_\_\_\_\_

Management Contact (person responsible for direct contact with the City of Signal Hill and services required for this Request for Proposals):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Project Manager (person responsible for day-to-day servicing of the account):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of services performed by the firm:

**CERTIFICATION OF PROPOSAL TO THE CITY OF SIGNAL HILL**

- 1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP) for the Civic Center Master Plan, and to be bound by the terms and conditions of the RFP.
- 2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Respondent and that the Respondent is responsible for them.
- 3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- 4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, including any addenda issued thereafter.
- 5. This firm has carefully read and fully understands all of the terms and conditions of the RFP.
- 6. The proposal shall be valid for 180 days from the date submitted to the City.

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT 2 – CITY’S STANDARD AGREEMENT**

**CITY OF SIGNAL HILL**

**AGREEMENT FOR EXECUTIVE RECRUITMENT SERVICES**

**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], a [INSERT TYPE OF BUSINESS; I.E., CORPORATION (INCLUDE STATE OF INCORPORATION), PARTNERSHIP, ETC.], with one or more design professionals licensed to practice in the State of California and 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 City.**

City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

**2.2 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain as needed executive recruitment services required by the City on the terms and conditions set forth in this Agreement. Consultant warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Consultant is a corporation or other organization, the Project Consultant designated pursuant to Section 3.2, and not the Consultant itself, shall be fully licensed to practice as an architect in the State of California.

**2.3 Project**

City desires to engage Consultant to render such professional services for the **Executive Recruitment Services** ("Project") as set forth in this Agreement.

**3. TERMS**

**3.1 Employment of Consultant.**

**3.1.1 Scope of Services.** Consultant promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as “Services”). The Services are more particularly described throughout this Agreement, including Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary

approval of the City, which approval shall not be unreasonably withheld.

3.1.2 Term. The term of this Agreement shall be from September 1, 2024 to August 31, 2027 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 Project Manager; Key Personnel.

3.2.1 Project Manager. Consultant shall name a specific individual to act as the Project Manager, subject to the approval of City. Consultant hereby designates **[INSERT NAME OF INDIVIDUAL]** (License No. **[INSERT NUMBER]**) to act as the Project Manager for the Project. The Project Manager 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 Project Manager shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The new Project Manager shall be of at least equal competence as the prior Project Manager. In the event that City and Consultant cannot agree as to the substitution of a new Project Manager, City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Project Manager, Consultant has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Consultant may substitute others of at least equal competence upon written approval of the City. In the event that City and Consultant cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants 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 additional personnel, engineers and consultants for performance of this Agreement are as follows: **[INSERT NAMES, AND TITLES OF KEY PERSONNEL, AND LICENSE NUMBERS, IF APPLICABLE]**.

### 3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Consultant shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of Consultant's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Consultant shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work to allow City to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Consultant shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Consultant's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Consultant shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Consultant's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Consultant at Consultant's sole expense.

### **3.4 Standard of Care.**

3.4.1 Standard of Care. 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 qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Consultant shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them 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.

3.4.2 Performance of Employees. Any employee or consultant 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 or consultant 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.

### 3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Consultant by law. Consultant shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the 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, officers, employees and agents 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.

3.5.2 Drawings and Specifications. Consultant shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not known or reasonably should not have been known by Consultant. Consultant shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Consultant shall use Computer Aided Design Drafting ("CADD") (i.e., AutoCAD) or other technology acceptable to the Consultant and City.

3.5.3 Americans with Disabilities Act. Consultant will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Consultant shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Consultant brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Consultant's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Consultant, and the Consultant shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Consultant request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Consultant shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Consultant shall provide City with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Consultant shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance.

3.5.5.1 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant must 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 stormwater; 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 stormwater discharges.

3.5.5.2 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances and regulations listed in paragraph 3.5.5.1, Consultant must comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP") and the City of Signal Hill Local Implementation Plan ("LIP"). Sections 5, 7, and 8 of the DAMP contain requirements related to design and construction of public projects. Consultant must be familiar the DAMP, and the LIP and shall comply with the requirements as specified therein.

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

<http://www.ocwatersheds.com/documents/damp/manplan>

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

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

3.5.5.3 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 3.5.5.1 and 3.5.5.2 of this Agreement. Consultant further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

3.5.5.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.5.5.1 and 3.5.5.2 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 3.5.5.1, 3.5.5.2 and 3.5.5.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

### **3.6 Independent Contractor.**

3.6.1 Control and Payment of Subordinates. City retains Consultant on an independent contractor basis and Consultant is not an employee of City. Consultant is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. 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. 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.

### **3.7 Schedule of Services.**

3.7.1 Consultant Services. Consultant shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work shall not be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Consultant agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Consultant shall prepare an estimated time schedule for the performance of Consultant's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Consultant cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Consultant without the prior written approval of City. If the Consultant's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Consultant will be responsible pursuant to the indemnification provision of this Agreement.

3.7.4 Excusable Delays. Any delays in Consultant's work caused by the

following shall be added to the time for completion of any obligations of Consultant: (1) the actions of City or its employees; (2) the actions of those in direct contractual relationship with City; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Consultant; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Consultant. Neither the City nor the Consultant shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Request for Excusable Delay Credit. The Consultant shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Consultant for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Consultant make an application for an extension of time, Consultant shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

### **3.8 Additional Consultant Services**

3.8.1 Request for Services. At City's request, Consultant may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted industry practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) 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 for the Consultant to perform at the execution of this Agreement, or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Consultant as to the compensation to be paid for such services. City shall pay Consultant for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Consultant pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Consultant was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

3.8.3.1 Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

**3.9 City Responsibilities.** City's responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Consultant all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the City shall provide the Consultant with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Consultant, City shall furnish Consultant with, or direct Consultant to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. The City Manager hereby designates **Carlo Tomaino, City Manager**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Consultant, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Consultant of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

**3.10 Compensation.**

3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **[INSERT WRITTEN AMOUNT]** Dollars (**[\$[INSERT NUMERICAL AMOUNT]**)



("Total Compensation"). 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. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Consultant perform Additional Services. As used herein, Additional Services 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. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. If City requires Consultant to hire consultants to perform any Additional Services, Consultant shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Consultant shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Consultant in the interest of the Project. Consultant shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of \$1,000; and (5) other costs, fees and expenses in excess of \$1,000.

3.10.4 Payment to Consultant. Consultant's compensation and reimbursable expenses shall be paid by City to Consultant no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Consultant shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement 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 statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Consultant shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

3.10.5 Withholding Payment to Consultant. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent

arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the City, incurred by the City for which Consultant is liable under the Agreement or state law. Payments to the Consultant for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Consultant shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from parties not within the Consultant's reasonable control.

### **3.11 Labor Code Requirements.**

3.11.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 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 certain "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 and to require its consultants 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 elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Consultant or its consultants to comply with the Prevailing Wage Laws.

3.11.2 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 1774.1, 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 Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

### **3.12 Notice to Proceed.**

Consultant shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

### **3.13 Termination, Suspension and Abandonment.**

3.13.1 Grounds for Termination; Consultant's Termination for Cause. City hereby

reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Consultant shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Consultant shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Consultant. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Consultant may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Consultant as provided in this Agreement.

**3.13.2 City's Suspension of Work.** If Consultant's Services are suspended by City, City may require Consultant to resume such Services within ninety (90) days after written notice from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Consultant.

**3.13.3 Documents and Other Data.** Upon suspension, abandonment or termination, Consultant shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Consultant's services under this Agreement. Upon payment of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. Consultant shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

**3.13.4 Employment of Other Consultants.** 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.

### **3.14 Ownership and Use of Documents; Confidentiality.**

**3.14.1 Ownership.** All plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documents shall remain with the Consultant or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Consultant shall provide to City copies of all Project Documents required by City. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.14.2 Right to Use. Consultant grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Consultant, for the following purposes:

- (A) The construction of all or part of this Project.
- (B) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;
- (C) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Consultant in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Consultant or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Consultant.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Consultant shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's seal from the Project Documents and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.14.3 License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Consultant shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.14.4 Right to License. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Consultant makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Consultant and provided to Consultant by City.

3.14.5 Confidentiality. All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents 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 written consent of City.

### **3.15 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.

### **3.16 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.

### **3.17 Records.**

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 five (5) years from the date of final payment under this Agreement.

### **3.18 Standardized Manufactured Items.**

Consultant shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

### **3.19 Limitation of Agreement.**

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for services between City and any consultant chosen therefor by City.

### **3.20 Mediation.**

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

### **3.21 Successors and Assigns.**

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

### **3.22 Asbestos Certification.**

Consultant shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Consultant prepares for the Project. Consultant shall require all consultants who prepare any other documents for the Project to submit the same written certification. Consultant shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Consultant shall include statements in its specifications that material containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

### **3.23 No Third Party Rights.**

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

### **3.24 Governing Law.**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Orange County.

### **3.25 Entire Agreement.**

This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no

representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

**3.26 Exhibits and Recitals.**

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

**3.27 Severability.**

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

**3.28 Non-Waiver.**

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

**3.29 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 its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

**3.30 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.

### **3.31 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 reasonable costs of such action, including expert witness fees and expenses.

### **3.32 Time of Essence.**

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

### **3.33 City's Right to Employ Other Consultants.**

City reserves right to employ other consultants, including architects and/or engineers, in connection with this Project or other projects.

### **3.34 Prohibited Interests.**

3.34.1 Solicitation. 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.

3.34.2 Conflict of Interest. For the term of this Agreement, no director, official, 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.

### **3.35 Equal Opportunity Employment.**

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. 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.

### **3.36 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.



**3.37 Subcontracting.**

As specified in this Agreement, Consultant shall not subcontract any portion of the Services 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 each and every provision of this Agreement.

**3.38 Supplemental Conditions.**

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

**SAMPLE**

CITY OF SIGNAL HILL

[INSERT NAME OF CONTRACTOR]

By:

\_\_\_\_\_  
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 & King LLP  
City Attorney

**SAMPLE**

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The purpose of this RFP is to secure a consultant for professional services for executive recruitment services as needed. The selected Consultant shall perform the Scope of Services as described below. Review all references included in the Appendices. The project scope includes the below listed tasks. The duration of the contract will be three years.

**SAMPLE**

**EXHIBIT "B"**  
**FEE SCHEDULE**

**SAMPLE**

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

**1. HOURLY COMPENSATION RATES.**

[INSERT CONSULTANT'S HOURLY RATES]

**2. REIMBURSABLE EXPENSES.**

[INSERT AUTHORIZED REIMBURSABLE EXPENSES]

**3. ADDITIONAL SERVICES.**

Additional Services shall be computed at the actual hourly rates listed above.

**4. ADDITIONAL CONSULTANTS.**

If City requires Consultant to hire consultants to perform any Additional Services, Consultant shall be compensated therefore at the Consultant's actual hourly rates plus **[INSERT AMOUNT OR PERCENTAGE]**. Owner shall have the authority to review and approve the rates of any such consultants.

**SAMPLE**

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

1.1 Insurance.

1.1.1 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.

1.1.2 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, Consultant shall, at its expense, procure and maintain in full force and effect for the duration 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.

1.1.2.1 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.

1.1.2.2 Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto", or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined single limit for each accident. **\*\*\*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" and shall include a business use endorsement; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees

1.1.2.3 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.

1.1.2.3 Professional Liability (Errors & Omissions): Professional Liability (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 five (5) years from termination or expiration of this Agreement.

1.1.3 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:

Commercial General Liability.

(A) 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. 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.

(B) 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.

Automobile Liability.

(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.

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.

Workers' Compensation and Employers Liability.

(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: Required insurance policies shall be endorsed to include a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers.

1.1.4 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.

1.1.5 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.

1.1.6 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.

1.1.7 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 or 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.

1.1.8 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. City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

1.1.9 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.

1.1.10 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.

1.1.11 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.

1.1.12 Subcontractor and Subconsultant Insurance Requirements. Consultant shall not allow any of its architects, engineers, experts or other consultants/subconsultants to commence work on any subcontract relating to this Agreement until Consultant has received satisfactory evidence of such subcontractor's or subconsultant's compliance with the insurance required under this Section. The Consultant shall provide satisfactory evidence of compliance with this Section upon request of the City. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular architects, engineers, experts or other consultants. Unless otherwise approved by the City, the architects, engineers, experts and other consultants shall comply with each and every provision of this Section. All policies of Commercial General Liability insurance provided by Consultant's subcontractors or 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.

**SAMPLE**