



City of Rancho Palos Verdes

Request for Proposals

WILDFIRE DETECTION SERVICES

City Manager's Department

Attention: Jesse Villalpando, Senior Administrative Analyst

30940 Hawthorne Blvd., Rancho Palos Verdes, CA 90275

Phone: (310) 544-5209 | Email: Jvillalpando@rpvca.gov

RFP Release Date: December 22, 2021

Request for Clarification Deadline: January 10, 2022

RFP Submittal Deadline: February 2, 2022

WILDFIRE DETECTION SERVICES

The City of Rancho Palos Verdes seeks proposals from qualified firms to implement, install, and maintain a 24-hour early wildfire detection system that utilizes artificial intelligence and intuitive software technology to detect, locate, confirm and communicate wildfire ignitions in strategic locations identified as wildfire-prone areas throughout the City of Rancho Palos Verdes and the surrounding Palos Verdes Peninsula area.

All correspondence and questions regarding this RFP should be directed to:

Jesse Villalpando, Senior Administrative Analyst
City Managers Department
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275
Jvillalpando@rpvca.gov

To be considered for this project, submit an electronic copy of the proposal to the above email address by 4:30PM on Wednesday, February 2, 2022

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I. INTRODUCTION

The City of Rancho Palos Verdes (City) is a scenic, upscale, residential coastal community, with a population of approximately 42,000, located on the Palos Verdes Peninsula of southwestern Los Angeles County.

The City is a contract city, meaning that some services are provided by contract with agencies (both public and private), and some services are delivered by the City's own employees.

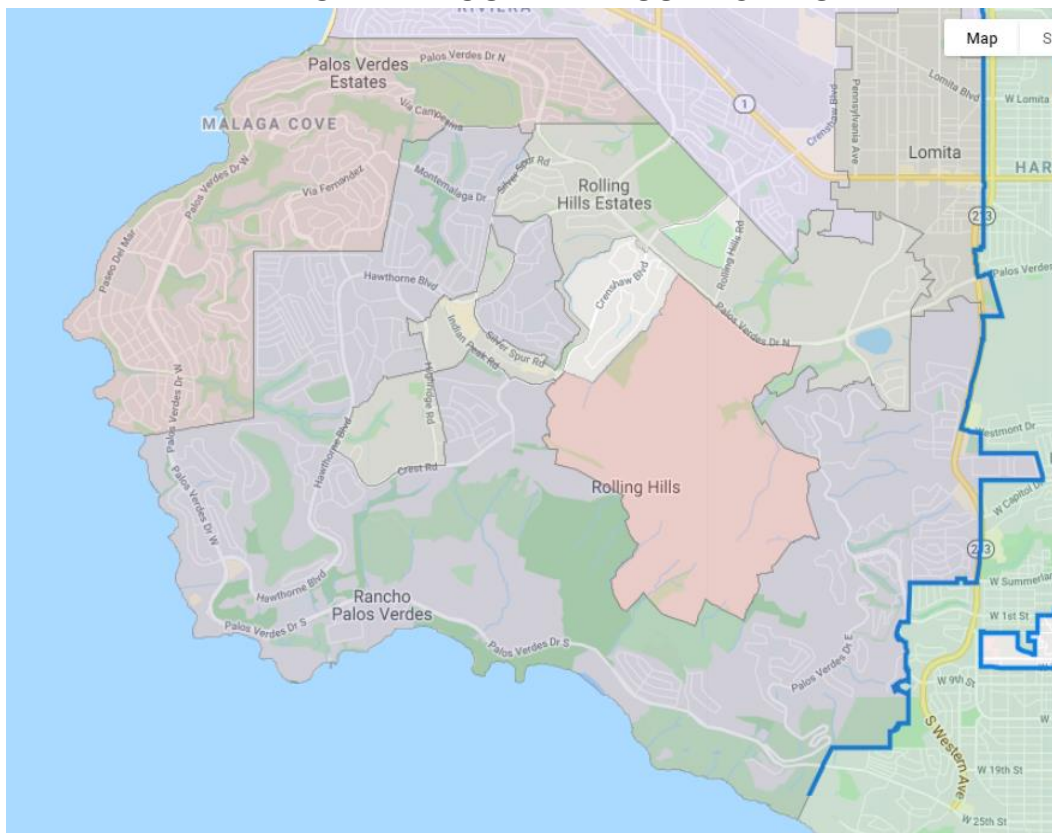
The City of Rancho Palos Verdes is a General Law City and has operated under the Council-Manager form of government since its incorporation in 1973. Policy-making and legislative authority are vested in the governing City Council, which consists of five Council Members, including the Mayor and Mayor Pro Tem. The City is fiscally sound and functions on an annual budget cycle.

PALOS VERDES PENINSULA PROFILE

The Palos Verdes Peninsula has a unique physiography, formed over millions of years of submerging and lifting from the Pacific Ocean. Once an island, the Peninsula is nine miles wide by four miles deep, now rises above the Los Angeles Basin, with the highest elevation at 1480 feet. The terrain of much of the planning area is rolling hills, steep slopes, canyons, and coastal bluffs. Several active park sites and an extensive amount of preserved natural open space and passive parkland, particularly along the Peninsula's coastline, provide the majority of recreational resources for residents.

The Palos Verdes Peninsula is made up of four cities: Rolling Hills, Rolling Hills Estates, Rancho Palos Verdes, and Palos Verdes Estates, as well as the unincorporated community of Westfield/Academy Hill. The Palos Verdes Peninsula is bounded on the north by Torrance, on the south and west by the Pacific Ocean, and on the east by Lomita and San Pedro (Los Angeles).

MAP OF THE FOUR PENINSULA CITIES

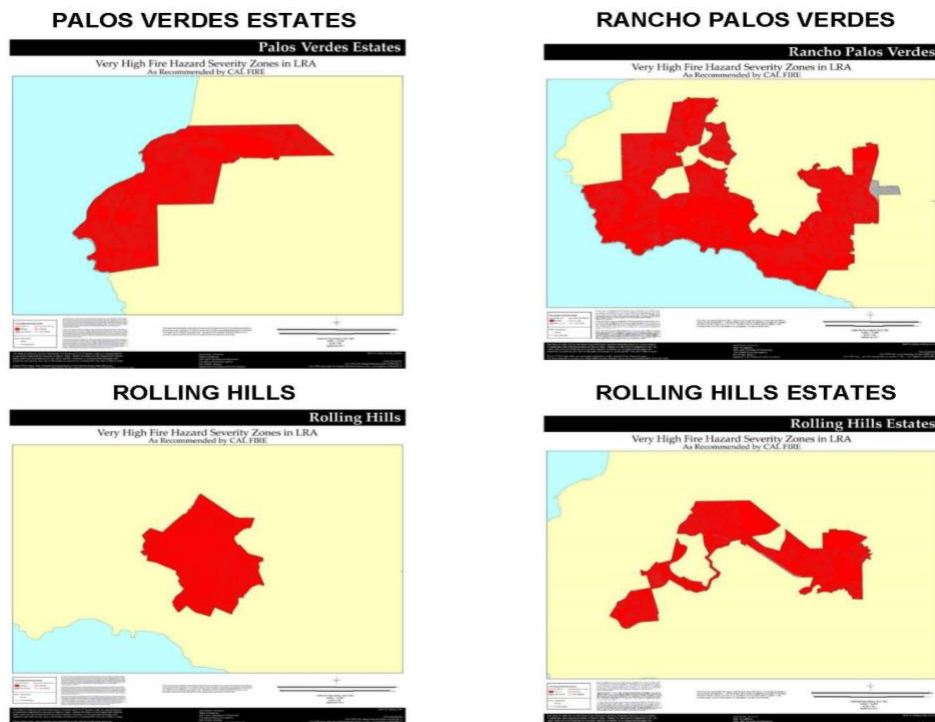


WILDFIRE VULNERABILITY

With its many steep canyons and open scrub-covered hillsides, the Palos Verdes Peninsula area has always been vulnerable to the hazards associated with brush fires. The Palos Verdes Peninsula is surrounded by dense brush and other vegetation that, if ignited, could pose a threat to residential areas via wind-borne embers and direct ignition from uncontrolled fires. The most recent significant fire on the Palos Verdes Peninsula was on August 27, 2009, when a wildfire burned through approximately 230 total acres. The fire is believed to have originated in the Portuguese Bend Reserve in the City of Rancho Palos Verdes, where 165 acres were charred. The remaining 65 acres were burned in the City of Rolling Hills. Dozens of homes were threatened, and approximately 1,200 residents were forced to evacuate.

The Palos Verdes Peninsula's (PVP) geography is such that firefighting is incredibly difficult with inaccessible cliffs and extreme slopes. Other factors contribute to the severity of fires in the City of Rancho Palos Verdes, including weather and winds. Specifically, winds commonly referred to as Santa Ana (aka as sundowner) winds during several months of the year, primarily from June to the first significant rain in November. Such "fire weather" is characterized by several days of hot, dry weather and high winds, resulting in low fuel moisture in vegetation.

State law requires that all local jurisdictions identify very high fire hazard severity zones within their areas of responsibility. Inclusion within these zones is based on vegetation density, slope severity, and other relevant factors that contribute to fire severity. With input from local Los Angeles County Fire Department stations, Cal Fire has determined that almost all of the four Peninsula Cities, are classified as Very High Fire Hazard Severity Zones, based on the above criteria, as illustrated in the maps below.



Additionally, it should be noted that according to an [April 11, 2019, article in the Sacramento Bee](#), the City of Rancho Palos Verdes “holds the dubious honor of being *“The most populated city in California to have 90 percent or more of its population living within a very high fire hazard severity zone”*”

The purpose of this document is to provide proposers with the information needed to submit a proposal for review by the City and, if selected, enter into a Professional Service Agreement with the City.

II. PROJECT OBJECTIVE

To contract with a qualified firm to plan, design, implement, install, and maintain a 24-hour early wildfire detection system that utilizes artificial intelligence and intuitive software technology to detect, locate, verify, and communicate wildfire ignitions throughout the City of Rancho Palos Verdes and the PVP region.

III. PROJECT DESCRIPTION AND BACKGROUND

The City of Rancho Palos Verdes is interested in developing and implementing a wildfire early detection system, as well as associated artificial intelligence software and tools, in strategic locations within the City's open spaces and canyons that have been identified as being most susceptible to wildfire.

This system would involve the deployment of an adequate number of wildfire detection sensors/technologies and associated equipment to monitor, verify and provide detection of fires in the City's canyons and open space areas, assisting firefighters and the general public in spotting fire ignitions before they become full-fledged conflagrations.

The majority of wildfires in Los Angeles County are reported by the general public. Unlike wildland urban interface (WUI) fires, which typically begin in remote areas and have the potential to grow to a significant size before being spotted or reported to authorities, fires that ignite in urban and suburban areas (including the PVP) are typically quickly reported to authorities via a 9-1-1 call by the general public. However, it is important to note that due to the unique geography of the PVP open space areas, which includes numerous deep canyons, an "unwitnessed" fire can start in the middle of the night or early morning in a remote deep canyon location and remain undetected for several minutes, if not hours.

The City is interested in implementing a long-term solution that will enable early detection and verification of wildfire ignitions and alert first responders to the location of the fire, especially at night. All forms of technology will be considered as long as they are cost-effective and meet the City's early detection, verification, and notification requirements.

The city will consider systems run by companies, "turnkey" systems run by the City or a combination. After reviewing the proposals, the city plans to execute professional service agreements with the most qualified company or companies to plan, design, install, operate and maintain the system.

IV. SCOPE OF SERVICES

The city is accepting proposals to perform the following scope of services.

The scope encompasses guiding the process from its current preliminary planning stage through construction completion, operation, and maintenance. It includes the development and furnishing of all labor, materials, supplies, and installation of all equipment and technologies necessary to provide a 24-hour artificial intelligence and intuitive software-based early wildfire detection system capable of detecting, verifying, locating, and communicating wildfire ignitions throughout the majority of the land area most vulnerable to wildfire on the PVP. In addition, the system shall be capable of distinguishing false alerts such that First Responders do not need to respond to false alarms.

If the hired vendor proposes to construct the system on private property, then the company shall obtain an agreement with the property owners, ensure there are not any local view obstructions, address any local resident privacy concerns, provide any (if required) studies with California Environmental Quality Act, and obtain appropriate permits as required.

The project's scope of work as further defined below, is comprised of two separate options that shall be priced separately as part of the proposal submittal. Vendors shall provide a price for both options as part of the proposal.

The first option entails establishing and developing a 24-hour early wildfire detection and alert system that covers high-risk open space areas, primarily in the City of Rancho Palos Verdes. Option #1 shall ensure coverage of the below six high-risk areas identified by the City of Rancho Palos Verdes (RPV) and its respective Emergency Preparedness Committee (EPC).

These locations are provided as a “starting point” for the vendors for determining the highest-risk areas within RPV. As part of the proposal submittal, the vendor shall evaluate the pros and cons for each proposed location and determine the best locations for detection systems to ensure the best coverage for high-risk open space areas.

Option #1 Proposed Locations:

| Proposed Locations | GPS Coordinates: |
|----------------------------------------------------------|--------------------------------------|
| Antenna Cell Communications Tower | (33.7453, -118.4055) |
| Portuguese Bend Reserve and Forrestal Reserve | 33.7532, -118.3668) |
| Overlooking San Ramon Reserve/Switchback Areas | 33.7532, -118.3668) |
| Overlooking San Ramon Reserve East Side | (33.7579, -118.3731) |
| Rattlesnake Trail and adjacent canyon | (33.7579, -118.3731) |
| Open Space Areas visible from Vistapoint Scenic Outlook: | (33.7480, -118.3941) |

The second option entails the establishment, development, and expansion of wildfire detection sensors/technologies and associated equipment in collaboration with all four Palos Verdes Peninsula cities of Palos Verdes Estates (PVE), Rancho Palos Verdes (RPV), Rolling Hills (RH), and Rolling Hills Estates (RHE), to provide a 24-hour early wildfire detection and alert system covering the majority of the Palos Verdes Peninsula's high fire risk areas.

Option #2 shall ensure coverage of all six high-risk areas identified in Option #1 and shall expand the installation of wildfire detection sensors/technologies, as well as associated equipment, to cover the majority of the PVP's high fire risk areas as identified in the table below.

RPV has provided these locations as a “starting point” for the vendors for determining the highest-risk areas within the PVP. As part of the proposal submittal, the vendor shall evaluate the pros and cons for each proposed location and shall determine the best

locations for the camera systems based on ensuring the best coverage for high-risk open space areas.

Option #2 Proposed Locations:

| Proposed Locations | GPS Coordinates: |
|---------------------------------------------------------------------|---------------------------------------|
| Antenna Cell Communications Tower | (33.7453, -118.4055) |
| Portuguese Bend Reserve and Forrestal Reserve | 33.7532, -118.3668) |
| Overlooking San Ramon Reserve/Switchback Areas | 33.7532, -118.3668) |
| Overlooking San Ramon Reserve East Side | (33.7579, -118.3731) |
| Rattlesnake Trail and adjacent canyon | (33.7579, -118.3731) |
| Open Space Areas visible from Vistapoint Scenic Outlook: | (33.7480, -118.3941) |
| Malaga Canyon in the City of Palos Verdes Estates | (33.79616, -118.3873) |
| George F Canyon Reserve in the City of Rolling Hills Estates | (33.7668, -118.3380) |

Additional information including maps and photos of proposed locations can be found in Appendix A & B of this document.

Associated Project Tasks

Both Options #1 and #2 require the successful proposer (hereinafter referred to as the "Vendor") to complete the following associated Project Tasks, as defined further in this project's scope of work:

- ⇒ Selection of best locations for wildfire detection systems
- ⇒ Project Coordination Meetings
- ⇒ Technical Evaluations
- ⇒ Development of Project Execution Plan
- ⇒ Public Outreach/City Council Meetings
- ⇒ Construction and Mobilization of Project
- ⇒ Commencement of Wildfire Detecting Service

SCOPE OF WORK

The successful vendor shall be required to perform the following work, all reports and documents are to be provided in electronic format (PDF), unless otherwise indicated:

Selection of best locations for wildfire detection system - shall consist of the following:

- 1) The vendor shall evaluate each proposed locations for each option and identify the benefits and drawbacks (Pros and Cons) of installing the proposed detection systems at each identified location.
- 2) The vendor shall evaluate and identify power and data connection requirements for proposed fire detection systems for each identified location.

- 3) The Vendor shall identify and notify the City of any additional information required in order to perform the proposed effort.
- 4) RPV will provide interested vendors with the opportunity to participate in site tours of proposed locations, as necessary, in order to refine the development of proposals further.
- 5) The vendor may also suggest alternate locations for the installation of artificial intelligence-based fire detection systems based on their assessment of the best locations for rapidly identifying wildfires in PVP high-risk areas.

Project Coordination Meetings - shall consist of the following:

- 1) The vendor shall hold a project Kick-off meeting with key representatives from all four peninsula cities (as applicable), including the Peninsula-wide Emergency Services Coordinator, members of the RPV's EPC, and representatives from the Los Angeles County Fire Department, Sheriff Department – Lomita Station, the California Highway Patrol, and the PVE Police Department.
- 2) The selected contractor shall meet periodically (in person or virtually) with City staff, elected/appointed officials, and other key relevant personnel to coordinate/track the proposed project's implementation and to ensure that the key milestone events are completed and met to the satisfaction of the City.
- 3) The vendor shall prepare and distribute meeting minutes highlighting any action items.

Technical Evaluations - shall consist of the following:

- 1) Coordination with designated City staff and submission of all required documents for planning/environmental review, including environmental documents (as needed), review of permits, and coordination with appropriate public safety agencies, neighboring municipalities, and private sector organizations as required.
- 2) Mitigation considerations for residential view obstructions and privacy concerns.
- 3) Vandalism mitigating and susceptibility considerations.
- 4) Landscape/planting plan and details.
- 5) Electrical plan with power source, wiring and trench details (as needed).
- 6) Data connection strategy outlining the various types of data and internet connections required for each location.
- 7) Considerations for implementing artificial intelligence-based fire detection software aimed at reducing false reporting.

Development of A Project Execution Plan (PXP) - shall consist of the following:

- 1) The vendor shall develop a Project Execution Plan (PXP) that details the following:

- a. Final locations of installation for detection systems.
- b. Critical-path-method schedule for completion of tasks and sub-tasks required to accomplish the scope of work as identified; and
- c. Documentation of all deliverables and interim milestones on the critical-path-method schedule for completion (No more than one 11" x 17" page).

Public Outreach/City Council Meetings - shall consist of the following:

- 1) The vendor must attend and facilitate public outreach meetings as needed to discuss plans and receive feedback from the surrounding community and interested parties.
- 2) The vendor shall attend a minimum of two City Council meetings.
 - a. The first meeting consists of a preliminary meeting presenting drafted project execution and conceptual designs plans for the Council's review.
 - b. The second meeting shall consist of presenting of the final Project Execution Plan (PXP) and schematic designs to the City Council for their review and approval. If needed, the vendor shall bring back a revised design incorporating Council direction for future review.
- 3) Proposal pricing must include travel to and from meetings, preparation time, and presentation materials.

Construction and Mobilization of Project - The vendor shall be responsible for furnishing all labor, materials, supplies for the installation of all equipment and technologies necessary to provide a 24-hour artificial intelligence and intuitive software-based early wildfire detection system capable of detecting, locating, and communicating wildfire ignitions within the approved locations of coverage most vulnerable areas to wildfire within the RPV and surrounding PVP area as applicable. Vendors shall clearly state the period of time for operation and maintenance of the proposed system.

Construction and Mobilization of this project shall consist of the following: which shall include the following:

- 1) Submission of all necessary documents for planning/environmental review, including, as necessary, an environmental impact report.
- 2) Securing of appropriate rights-of-way and easements for the staging of detection systems.
- 3) Installation of necessary power sources and data connection wiring (as needed) for each location in accordance with the mutually agreed upon electrical plan and data connection strategy.
- 4) Preparation of a request for proposal and bid process for the purpose of subcontracting a construction contractor to install necessary detection system equipment.
- 5) Supervising and coordinating with construction contractors as needed.

- 6) Coordination with utility companies as necessary.
- 7) Coordination with private homeowners as necessary.
- 8) Addressing issues with privacy and view impacts with private homeowners.
- 9) Restoration of any disturbed landscaping or hardscape to its pre-construction condition, as required.

Commencement of Wildfire Detecting Service - The vendor shall be responsible for the deployment and operation of proposed early wildfire detection systems designed to provide 24-hour coverage of identified wildfire-prone areas and shall consist of the following:

- 1) Incorporation of artificial intelligence and intuitive software technology in order to provide automatic detection verification of fire ignitions within coverage areas.
- 2) Capability to confirm fire ignitions within the first minutes following a fire.
- 3) Automatic notification and dissemination of the ignition of a fire-to-fire authorities and other appropriate agencies.
- 4) Instant access to a timelapse of all captured and live data for all fire stages.
- 5) Onboarding and initial training for all relevant personnel.
- 6) Ongoing software, hardware and maintenance support services.

The vendor shall complete other tasks deemed necessary for the accomplishment of a complete and comprehensive outcome as described in the project objective. Vendor shall expand on the tasks noted below, where appropriate, and provide suggestions which might lead to efficiencies and enhance the results or usefulness of the work.

Deliverables

As part of the Services, Vendor will prepare and deliver the following tangible work products to the city.

1. Submit an electronic copy of proposal in sufficient detail to allow for a thorough evaluation and comparative analysis.
2. Present an introduction of the proposal and your understanding of the assignment and significant steps, methods, and procedures to be employed by the proposer to ensure quality deliverables that can be delivered within the required time frames and your identified budget.
3. Briefly summarize the scope of work as the proposer perceives or envisions it for each area proposed.

4. Present concepts for conducting the work plan and interrelationship of all products. Define the scope of each task, including the depth and scope of analysis or research proposed.

City staff may request that check-sets or working versions of documents be submitted for ongoing routine review. City staff will review all deliverables, including preparatory or record materials for service deliverables, and provide comments. Vendor is required to revise draft deliverables to address City staffs' comments.

V. PRELIMINARY PROJECT SCHEDULE

A. RFP Schedule

The following is the anticipated schedule for the RFP process:

| | |
|--------------------------------|-------------------|
| Request for Proposal available | December 21, 2021 |
| Request for Clarification due | January 10, 2022 |
| Proposals due | February 2, 2022 |
| Firm Interviews (if necessary) | February 2022 |
| Anticipated Notice of Award | March 2022 |

B. Anticipated Project Schedule

| | |
|---------------------------------------------|----------------|
| Review of Proposed Locations | April 2022 |
| Project kick Off meeting | May 2022 |
| Technical evaluations | June 2022 |
| Development of Project Execution Plan | August 2022 |
| Public Outreach/City Council Meetings | September 2022 |
| Construction and Mobilization of Project | October 2022 |
| Commencement of Wildfire Detecting Services | January 2023 |

Please note that this schedule is preliminary. It is included to provide the Vendor with a sense of the expected timeline for the Scope of Service and emphasize the urgent nature of the work and the City's expectation that the Scope of Services will be completed as quickly as possible. The ideal Vendor candidate will have available resources and personnel, either in-house or under subcontract, to ensure the completion of the Scope of Services at the earliest possible time.

VI. NECESSARY QUALIFICATIONS AND SUBMITTAL REQUIREMENTS

1. Only one proposal per firm will be considered. The proposal shall include two separately priced options as defined in the Scope of Services Section of this Document.

2. The submittal should be as brief as possible while adequately describing the qualifications of the firm. The final submittal shall be sent as a PDF via email to Jesse Villalpando, Senior Administrative Analyst at Jvillalpando@rpvca.gov
3. The proposing firm shall submit the following information with the package, including the same information for subcontractors, in the following format:
 - a) Cover Letter: Provide the name, address, and phone number of the firm; the present staff (size, classification, credentials); the primary contact's name, phone number, and email address; any qualifying statements or comments regarding the proposal; and identification of any sub-consultants/subcontractors and their responsibilities. Identify the firm's type of organization (individual, partnership, corporation), including names and contact information for all officers, and proof that the organization is currently in good standing. The signed letter should also include a paragraph stating that the firm is unaware of any conflict of interest in performing the proposed work. (No more than two pages)
 - b) Approach to Scope of Services: Briefly summarize the scope of work as the proposer perceives or envisions it for each area proposed. Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. Negotiations may or may not be conducted with the proposer; therefore, the proposal submitted should contain the proposer's most favorable terms and conditions, since selection and award may be made without discussion with any firm. All prices should reflect "not to exceed" amounts per item. (No more than two pages)
 - c) Organization and Staffing: Identify the person who will be the Project Manager and primary contact person responsible for the overall delivery of the project. Provide an organizational chart of the project team that clearly delineates communication and reporting relationships among the project staff and among the sub-consultants/subcontractors involved in the project. Identify key personnel to perform work in the various tasks and include major areas of subcontracted work. Indicate the expected contributions of each staff member in time as a percentage of the total effort. Specifically, show the availability of staff to provide the necessary resource levels to meet the City's needs. Indicate that the Project Manager and key staff will remain assigned to this project through completion of the Scope of Services. (No more than two pages)
 - d) Staff Qualifications and Experience: Describe qualifications of the assigned staff and sub-contractors, including relevant technical experience. Staff assigned to complete the Scope of Services must have previous experience in

providing the necessary services as described under the Scope of Services. A registered Professional Engineer shall be a key member of the Project Staff throughout the duration of the project.

Description of Vendor's experience should include:

- **Prior Experience:** Demonstrate that the firm has significant experience providing services similar to those described under the Scope of Services. (No more than two page)
 - **Staff Qualifications:** Provide resumes for the Project Manager and any other key staff members to be assigned to contribute to the Scope of Services, with an emphasis on similar services which they provided to other agencies. (No more than ten pages)
 - **Reference Projects:** Include at least three projects with similar scope of services performed by the project team within the past three years and indicate the specific responsibilities of each team member on the reference project. Provide contact information for each client. (No more than ten pages)
- e) **Project Schedule:** Provide a detailed critical-path-method schedule for completion of the tasks and sub-tasks required to accomplish the scope of work. Note all deliverables and interim milestones on the schedule. (No more than one 11" x 17" page)
- f) **Quality Control Plan:** Describe the quality control procedures and associated staff responsibilities which will ensure that the deliverables will meet the City's needs. (No more than one page)
- g) **Acceptance of Conditions:** State the offering firm's acceptance of all conditions listed in the Request for Proposal (RFP) document and Sample Professional Services Agreement (Attachment D). Any exceptions or suggested changes to the RFP or Professional Services Agreement (PSA), including the suggested change, the reasons therefore and the impact it may have on cost or other considerations on the firm's behalf must be stated in the proposal. This requirement for acceptance of conditions shall be flowed to each subcontractor/sub-consultant. Unless specifically noted by the firm, the City will rely on the proposal being in compliance with all aspects of the RFP and in agreement with all provisions of the PSA. (No more than one page)

VII. SUBMISSION OF PROPOSAL

A. Requests for Clarification

Requests for clarification of the information contained herein shall be submitted in writing prior to **4:30 p.m. on January 6, 2022**. Responses to any clarification question will be provided to each firm from which proposals have been requested. It is highly recommended that the prospective vendor firms visit the city to view the project location prior to submitting a request for clarification.

B. Confirmation Email

Upon submission of proposal to the City, the proposing firm shall request an email confirmation that the proposal was received and retain the email as a record. If an email confirmation is not received, the proposing firm shall correspond with the City until a confirmation is received.

VIII. EVALUATIONS AND SELECTION PROCESS

1. Proposals Will be Evaluated Based on the Following Criteria:

a) Approach to Scope of Services (35%)

- Understanding of the Scope of Services as demonstrated by the thoroughness of the proposal, introduction of cost-saving or value-adding strategies or innovations (including those applying to overall project schedule), and an overall approach most likely to result in the desired outcome for the city.

b) Proposal Schedule (15%)

- Ability to complete the work in the shortest schedule possible (excluding time for review and community meetings).

c) Staff Qualifications and Experience (30%)

- Relevance of experience of the proposing firm (to provide support resources to the project team)
- Relevance of experience and strength of qualifications of the Project Manager
- Relevance of experience and strength of qualifications of the key personnel performing the work
- Relevance of referenced projects and client review of performance during those projects

d) Organization and Staffing (15%)

- Availability of key staff to perform the services throughout the duration of the project

- Assignment of appropriate staff in the right numbers to perform the Scope of Services
- Appropriate communication and reporting relationships to meet the City's needs

e) Quality Control (10%)

- Adequate immediate supervision and review of staff performing the work as well as appropriate independent peer review of the work by qualified technical staff not otherwise involved in the project.

2. Selection Process

An evaluation panel will review all proposals submitted and select the top proposals. These top firms may then be invited to make a (virtual) presentation to the evaluation panel, at no costs to the city. The panel will select the proposal, if any, which best fulfills the City's requirements. The City reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. If the City is unable to negotiate an agreeable fee for services with top firm, the city will negotiate with the next firm chosen among the top firms.

3. Award Notification

The City will notify all proposers in writing of the outcome of the selection process and intent to award. This RFP does not commit the City to award an agreement, nor pay any costs incurred in the preparation and submission of the proposal in anticipation of an agreement. The City reserves the right to reject any or all proposals, or any part thereof, to waive any formalities or informalities, and to award the agreement to the proposer deemed to be in the best interest of the City and the Department.

4. Award of Agreement

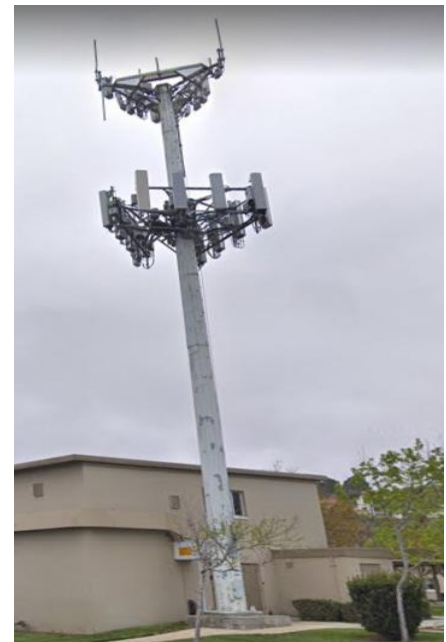
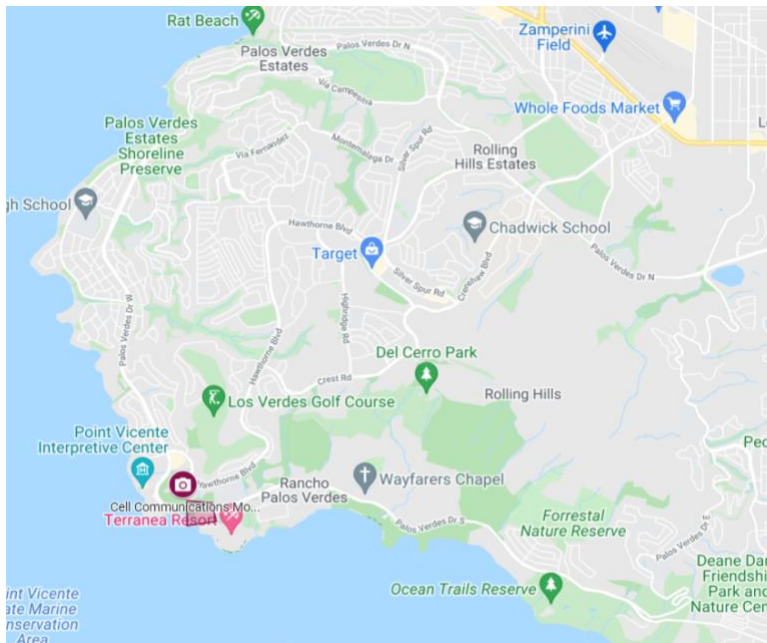
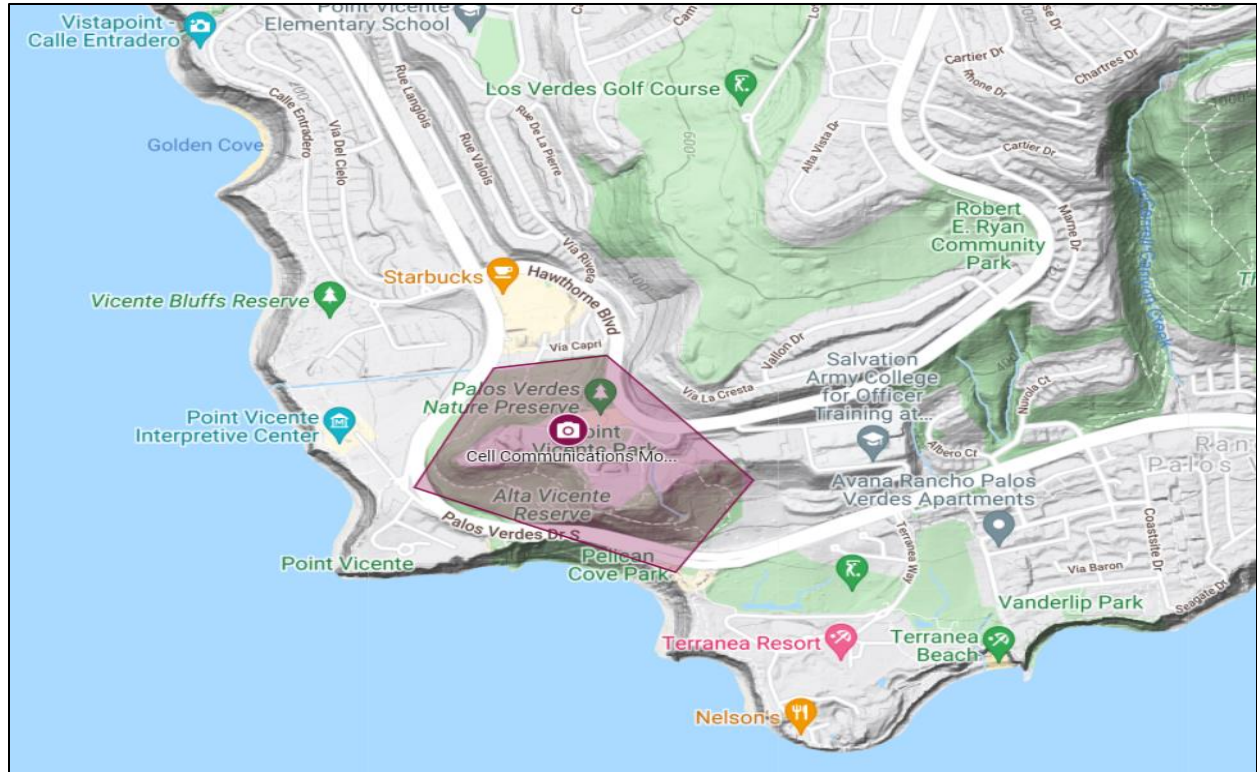
The selected firm shall be required to enter into a written agreement with the City, in a form approved by the City Attorney, to perform the Scope of Services. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final agreement; however, the City reserves the right to further negotiate the terms and conditions of the agreement with the selected vendor. The agreement will, in any event, include a maximum "fixed cost" to the city.

APPENDIX A –

OPTION #1 PROPOSED LOCATIONS:

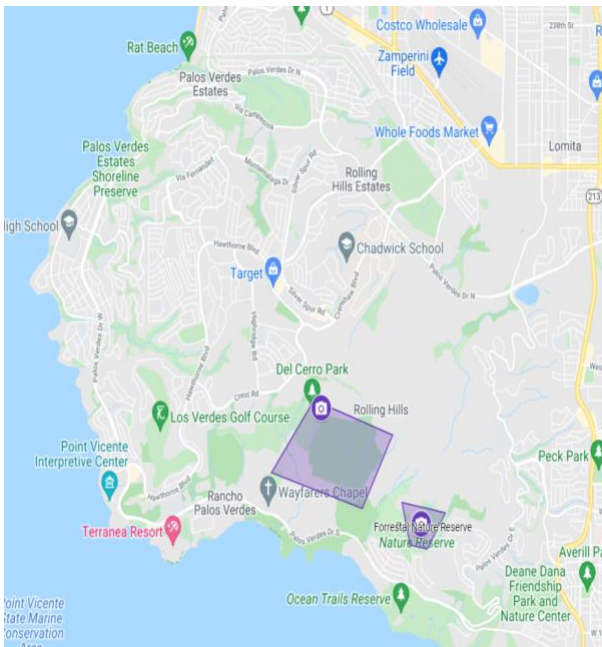
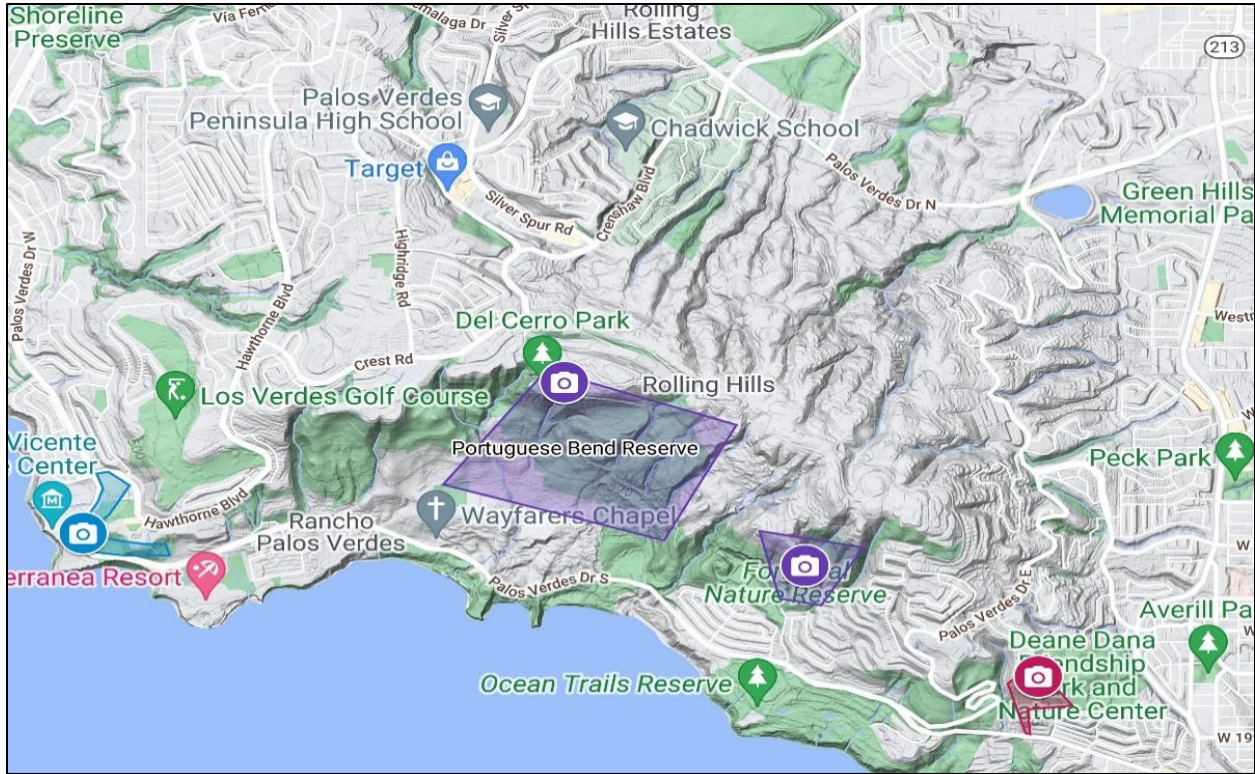
LOCATION NUMBER ONE:

Cell Communications Tower located at City of Rancho Palos Verdes Civic Center as shown in the photo below at the following GPS coordinates: [\(33.7453, -118.4055\)](#)



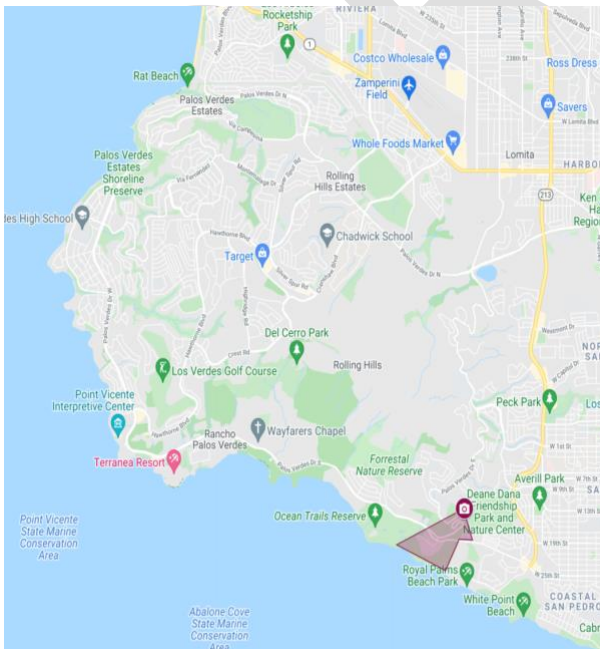
LOCATION NUMBER TWO:

Overlooking the Portuguese Bend Reserve and Forrestral Reserve in RPV shown in the photo below and is located at the following GPS coordinates: ([33.7532](#), [-118.3668](#))



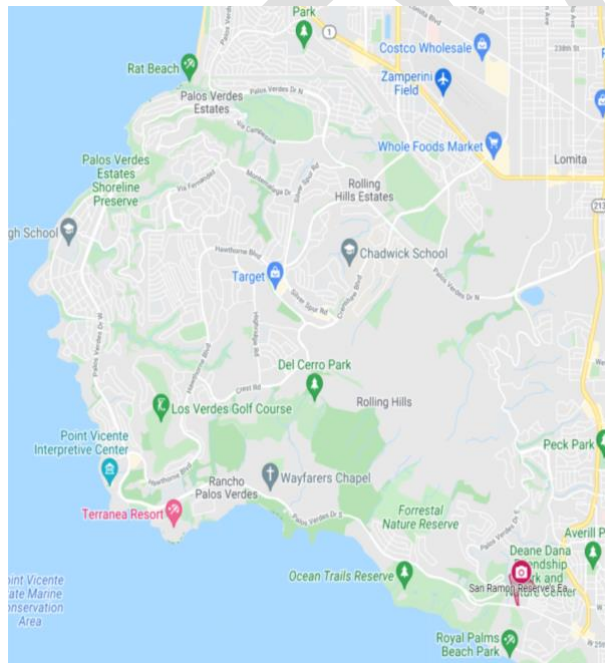
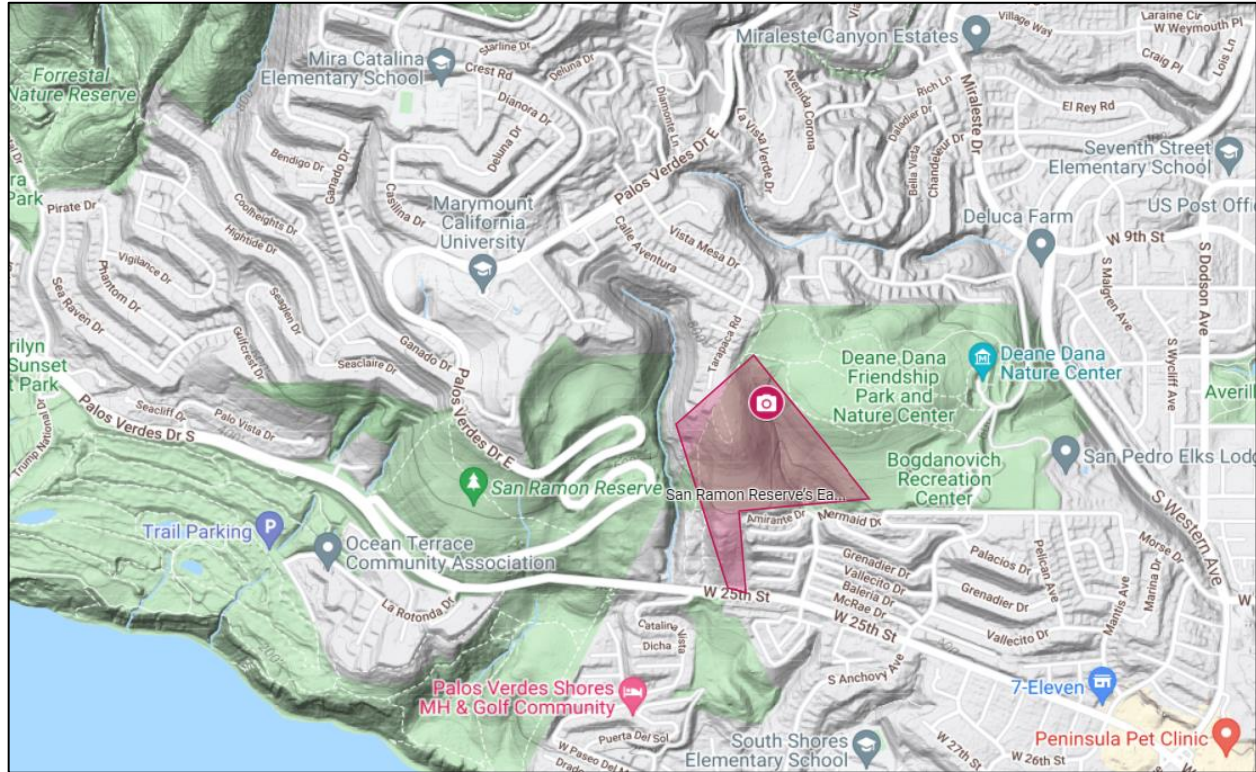
LOCATION NUMBER THREE:

Overlooking San Ramon Reserve/Switchback areas in RPV shown in the photo below and is located at the following GPS coordinates: [\(33.7337, -118.3286\)](#)



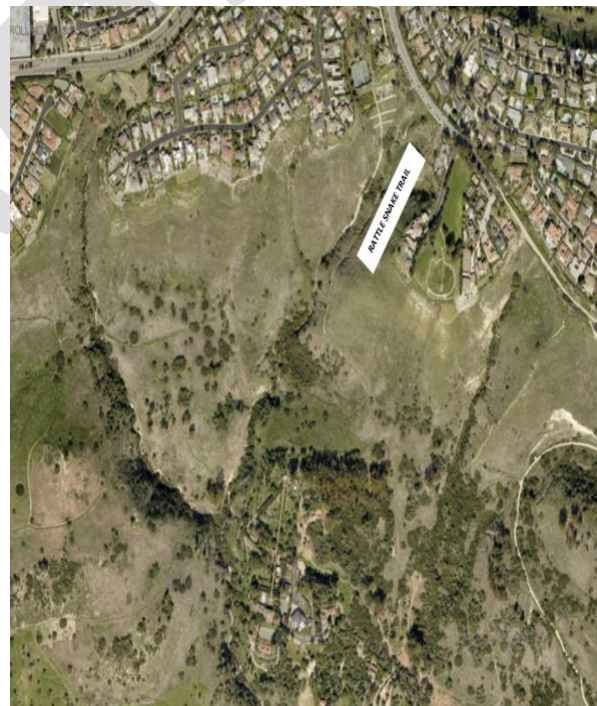
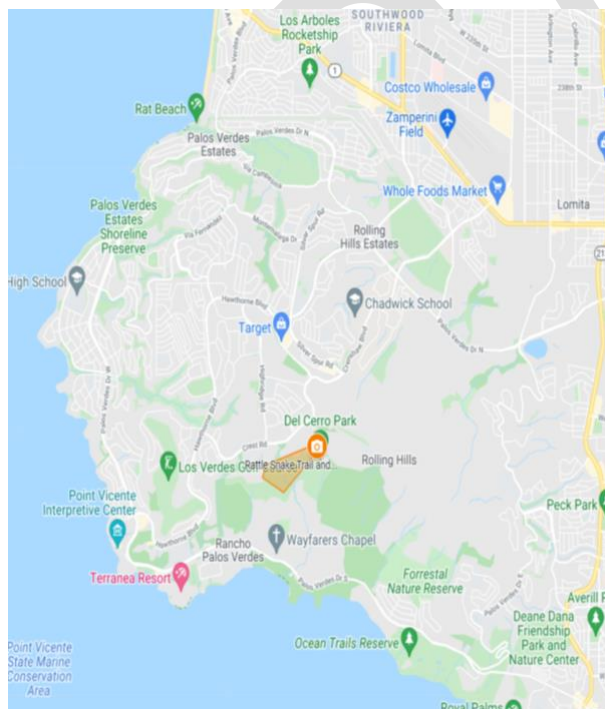
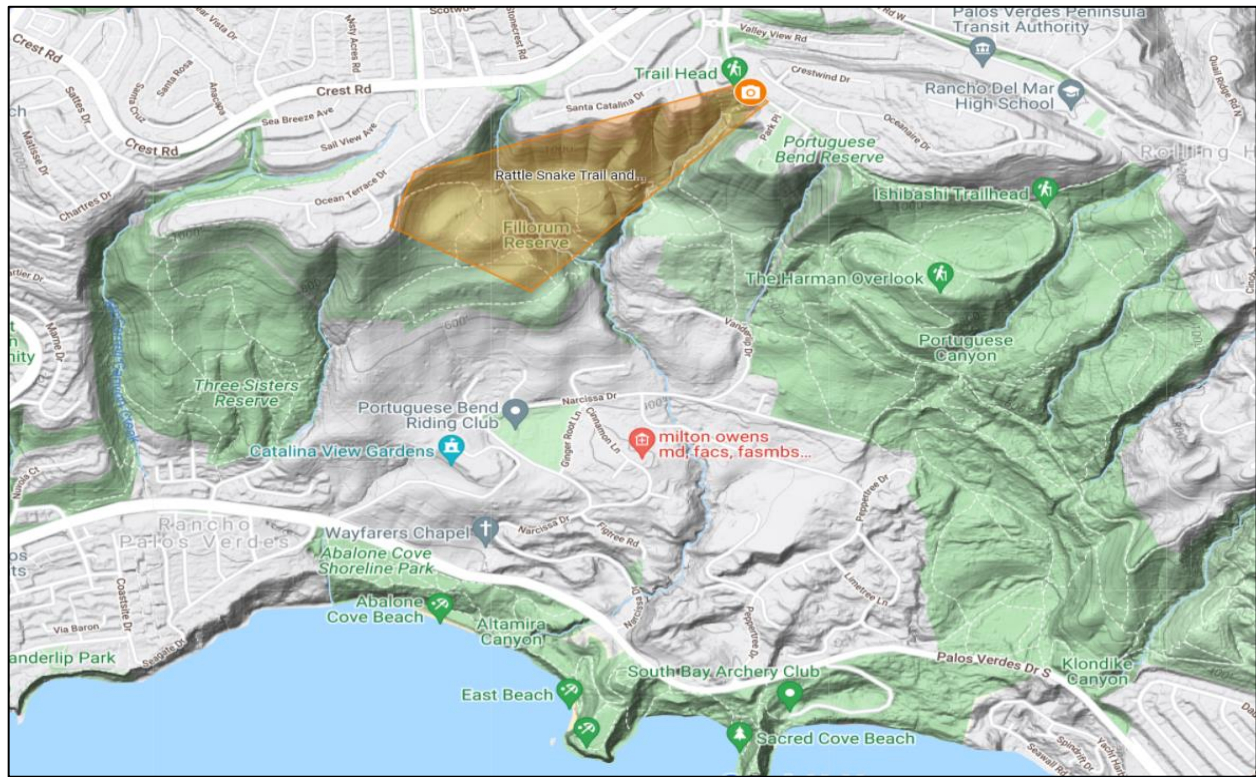
LOCATION NUMBER FOUR:

Overlooking San Ramon Reserve East Side shown in the photo below and is located at the following GPS coordinates: [\(33.7337, -118.3286\)](#)



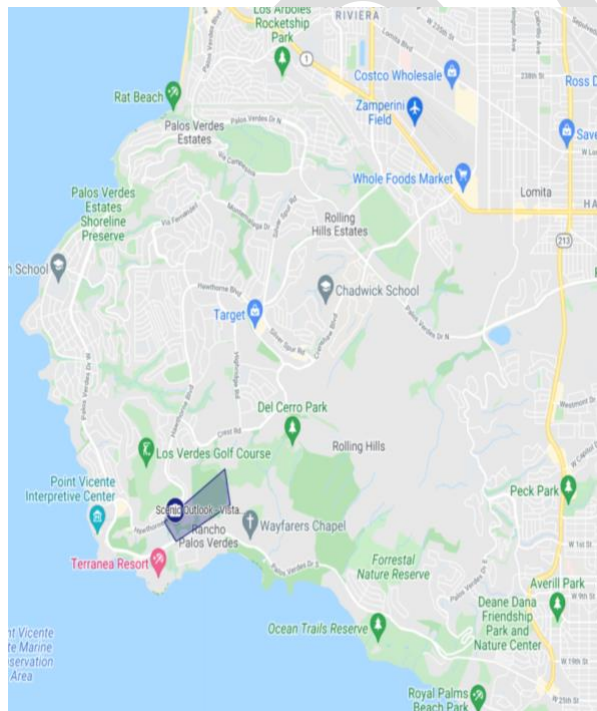
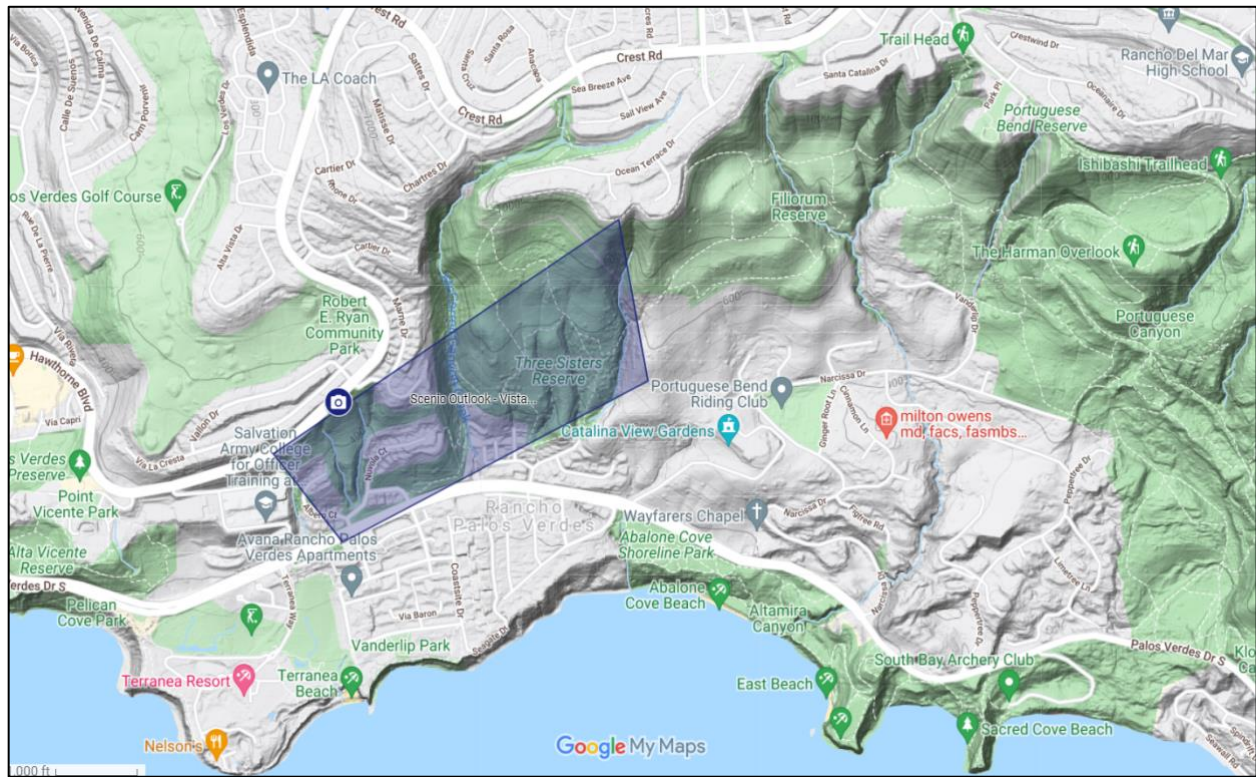
LOCATION NUMBER FIVE:

Rattlesnake Trail and adjacent Canyons shown in the photo below and is located at the following GPS coordinates: [\(33.7579, -118.3731\)](#)



LOCATION NUMBER SIX:

Open Space Areas visible from shown in the photo below and is located at the following GPS coordinates: [\(33.7480, -118.3941\)](#)

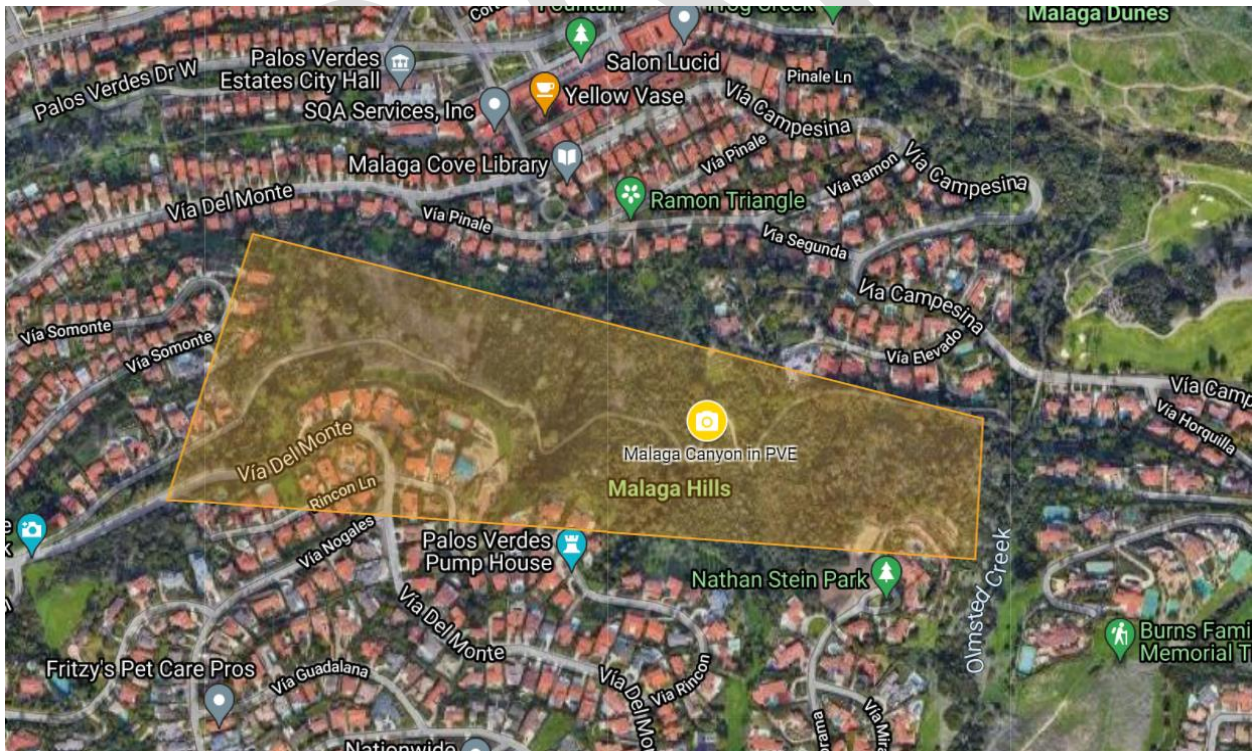
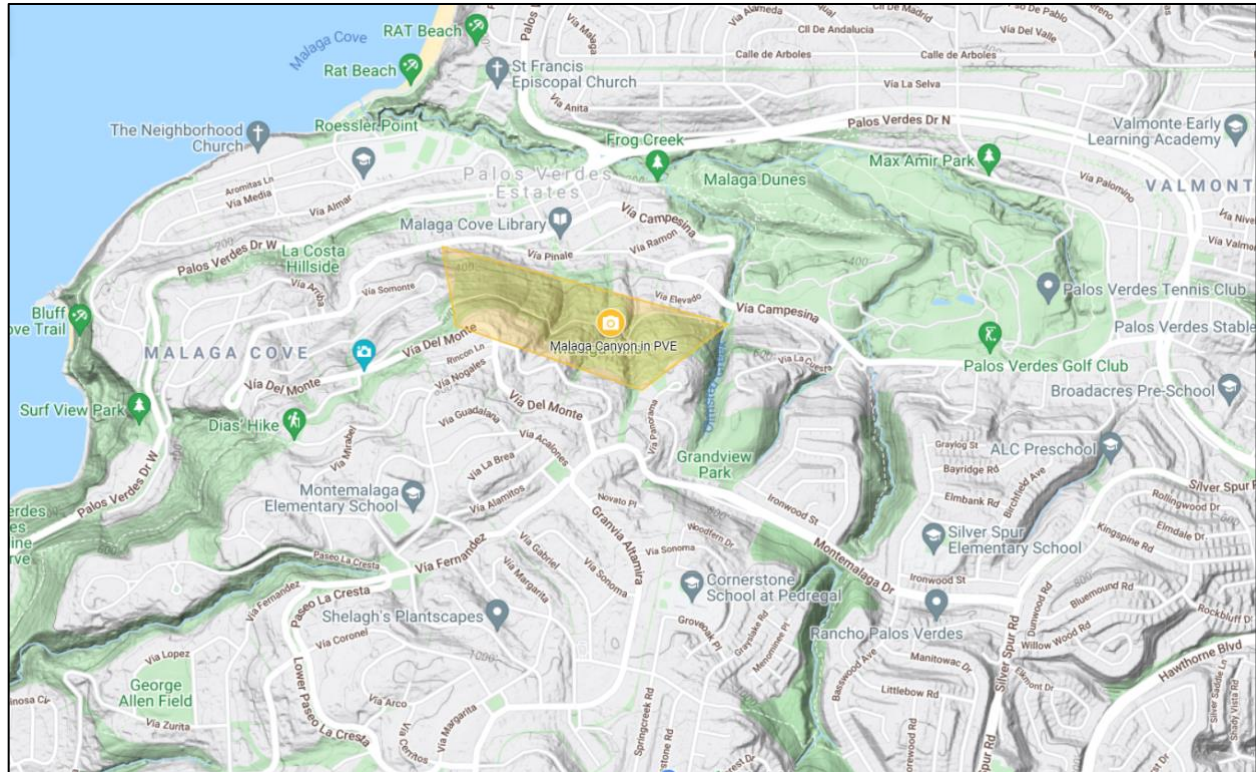


APPENDIX B –

OPTION #2 PROPOSED LOCATIONS:

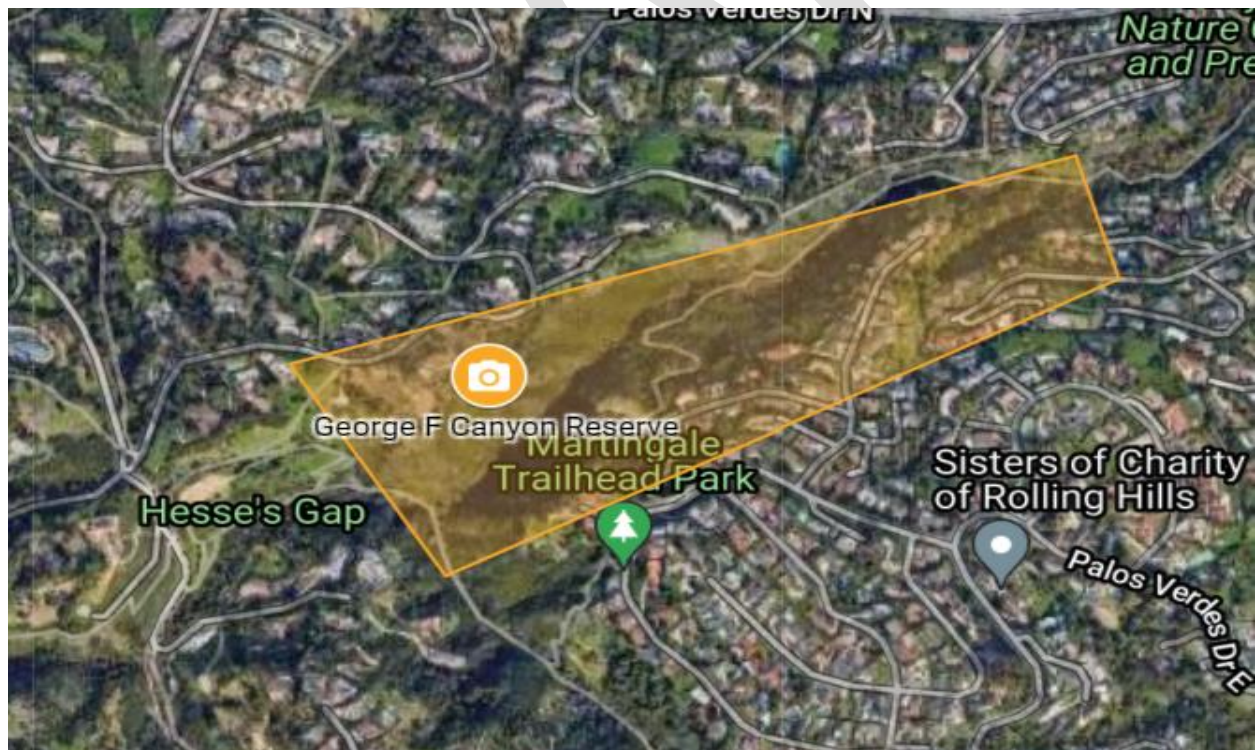
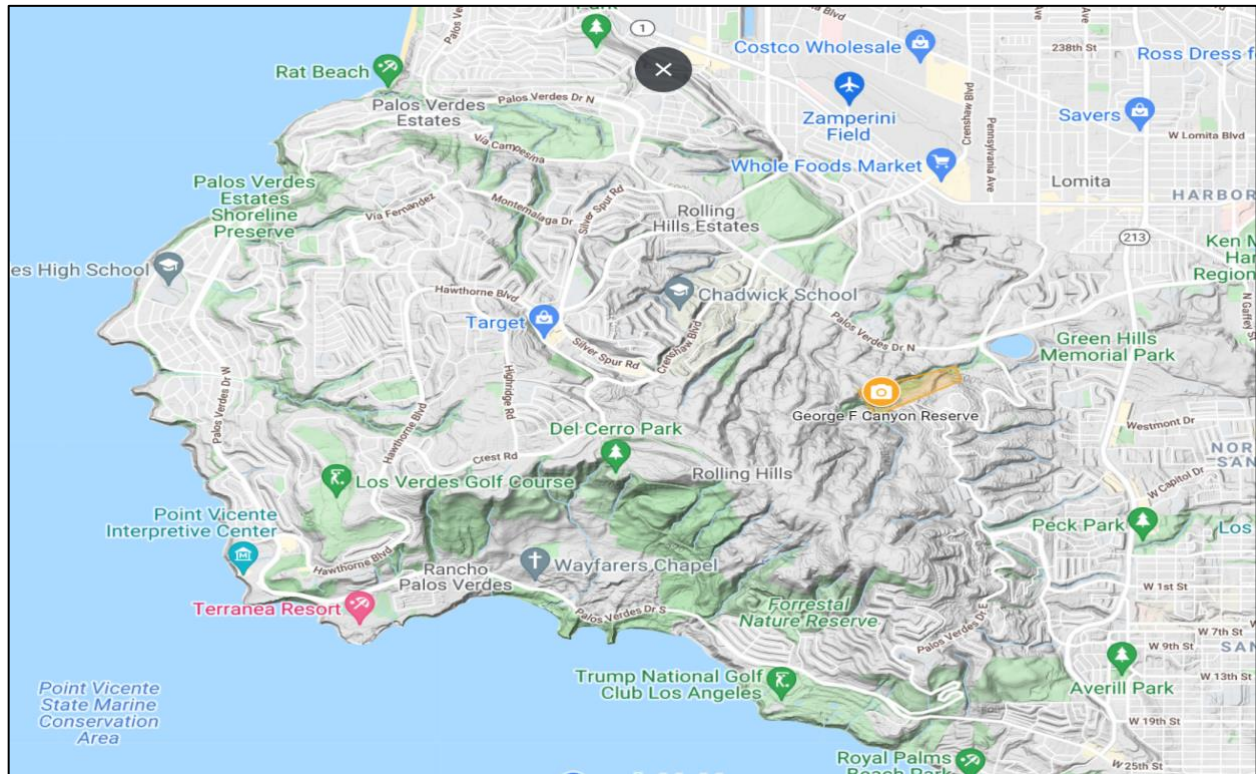
LOCATION NUMBER SEVEN:

Malaga Canyon in PVE shown in the photo below and is located at the following GPS coordinates: [\(33.79616, -118.3873\)](#)



LOCATION NUMBER EIGHT

George F Canyon Reserve shown in the photo below and is located at the following GPS coordinates: [\(33.7668, -118.3380\)](#)



APPENDIX C –

Sample Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

By and Between

CITY OF RANCHO PALOS VERDES

and



**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF RANCHO PALOS VERDES AND**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into on _____, 2021, by and between the **CITY OF RANCHO PALOS VERDES**, a California municipal corporation ("City") and _____, a [form of company] ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the city to perform those services.

C. Pursuant to the City of Rancho Palos Verdes Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services", as stated in the Proposal, attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those

standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's Proposal which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such Proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit \$200 (two hundred dollars) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for

the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 (sixty) days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that 8 (eight) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit \$25 (twenty five dollars) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 (eight) hours in any one calendar day and 40 (forty) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 (eight) hours per day, and 40 (forty) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ (one and one half) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Consultant's Authorized Initials _____

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer in the form of a Change Order.

1.7 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.8 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written Change Order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to 15% of the Contract Sum; or, in the time to perform of up to 90 (ninety) days, may be approved by the Contract Officer through a written Change Order. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

If in the performance of the contract scope, the Consultant becomes aware of material defects in the scope, duration or span of the contract or the Consultant becomes aware of extenuating circumstance that will or could prevent the completion of the contract, on time or on budget, the Consultant shall inform the Contracting Officer of an anticipated Change Order. This proposed change order will stipulate, the facts surrounding the issue, proposed solutions, proposed costs and proposed schedule impacts.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **\$XXX (_____ Dollars)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.9. **Annual compensation shall not exceed \$_____ (_____ Dollars).**

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, and (b) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice, using the City template, or in a format acceptable to the City, for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause

Consultant to be paid within 45 (forty-five) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer through a Change Order, but not exceeding 90 (ninety) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within 10 (ten) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding [INSERT PERFORMANCE PERIOD] from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its discretion, extend the Term by [INSERT NUMBER OF EXTENSIONS] additional [INSERT DURATION OF EXTENSIONS]-year terms.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

| | |
|--------|---------|
| _____ | _____ |
| (Name) | (Title) |
| _____ | _____ |
| (Name) | (Title) |

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only the personnel included in the Proposal to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. City shall have the right to approve or reject any proposed replacement personnel, which approval shall not be unreasonably withheld.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be [INSERT NAME OF CONTRACT OFFICER] or such person as may be designated by the [INSERT DEPARTMENT HEAD]. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City; all subcontractors included in the Proposal are deemed approved. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than 25% (twenty five percent) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City

reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain and continuously maintain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees 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 City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and

is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a 30 (thirty) day notice of cancellation (except for nonpayment for which a 10 (ten) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant 90 (ninety) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity

obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to City, and access shall be provided by Consultant’s successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without

liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is 15 (fifteen) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement.

Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon 30 (thirty) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Party.

If termination is due to the failure of the other Party to fulfill its obligations under this Agreement:

(a) City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such

damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

(b) Consultant may, after compliance with the provisions of Section 7.2, terminate the Agreement upon written notice to the City's Contract Officer. Consultant shall be entitled to payment for all work performed up to the date of termination.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Rancho Palos Verdes, 30940 Hawthorne Blvd., Rancho Palos Verdes, California 90275 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels

any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF RANCHO PALOS VERDES, a
municipal corporation

Eric Alegria, Mayor

ATTEST:

Teresa Takaoka, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

William W. Wynder, City Attorney

CONSULTANT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

| CAPACITY CLAIMED BY SIGNER | | DESCRIPTION OF ATTACHED DOCUMENT |
|------------------------------------|---------------------------------------------|----------------------------------|
| <input type="checkbox"/> | INDIVIDUAL | _____ |
| <input type="checkbox"/> | CORPORATE OFFICER | TITLE OR TYPE OF DOCUMENT |
| _____ | | |
| <input type="checkbox"/> | PARTNER(S) <input type="checkbox"/> LIMITED | _____ |
| <input type="checkbox"/> | GENERAL | NUMBER OF PAGES |
| <input type="checkbox"/> | ATTORNEY-IN-FACT | _____ |
| <input type="checkbox"/> | TRUSTEE(S) | _____ |
| <input type="checkbox"/> | GUARDIAN/CONSERVATOR | DATE OF DOCUMENT |
| <input type="checkbox"/> | OTHER _____ | _____ |
| _____ | | |
| SIGNER IS REPRESENTING: | | |
| (NAME OF PERSON(S) OR ENTITY(IES)) | | SIGNER(S) OTHER THAN NAMED ABOVE |
| _____ | | |
| _____ | | |

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

ARTICLE 10. CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

ARTICLE 11. DESCRIPTION OF ATTACHED DOCUMENT

ARTICLE 12. TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

[ATTACH SCOPE OF SERVICES FROM PROPOSAL]

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Added text indicated in ***bold italics***, deleted text indicated in ~~strikethrough~~.

[INTENTIONALLY LEFT BLANK]

EXHIBIT “C”

SCHEDULE OF COMPENSATION

[INSERT COMPENSATION FROM PROPOSAL]

EXHIBIT “D” SCHEDULE OF PERFORMANCE

[INSERT SCHEDULE OF PERFORMANCE FROM PROPOSAL]