

CITY OF LA PALMA
Public Works Department
7821 Walker Street
La Palma, California 90623-1771

CITY COUNCIL
Gerard Goedhart, Mayor
Marshall Goodman, Mayor Pro Tem
Kathy Flachmeier, Councilmember
Peter Kim, Councilmember
Michele Steggell, Councilmember

CITY MANAGER
Laurie Murray

COMMUNITY SERVICES DIRECTOR
Michael Belknap



**REQUEST FOR
STATEMENT OF QUALIFICATIONS
AND PROPOSALS**

FOR THE PREPARATION OF A

**WATER SYSTEM MASTER PLAN
CITY PROJECT NO. 18-WTR-03**

AUGUST 2018

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AND PROPOSALS**

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SUMMARY:

The City of La Palma is soliciting Requests for Proposals (RFP) which includes the firms qualifications from qualified engineering professionals/consultants to prepare a comprehensive Water System Master Plan for the City's Water System. The City is seeking professional consultant whose combination of experience and personnel will provide a timely, cost-effective, and quality report to the City.

The selected Consultant will be required to have qualified, knowledgeable professionals that have demonstrated extensive experience with the preparation of water system master plans, including operations and SCADA systems. The master plan will include but not limited to the City water supply, transmissions, distribution, water wells, reservoirs, telemetry/SCADA system, and digital interfaces of the existing system and City plans.

The goal of the plan is prepare a comprehensive 20-year planning document that will be used by the City, as an annual working document; in scheduling, budgeting and implementation of the City's Capital Improvement Plan. The Plan will prioritize and cost the needed replacement and system improvements to continue to provide a safe and secure water supply to the residents and businesses of La Palma.

The successful professional consultant will be required to enter into an agreement with the City as described in Appendix A, which will include the requirements of this RFP. By submitting a proposal, the consultant agrees to the all the terms of this RFP.

KEY DATES:

Proposals Due: Thursday, September 6, 2018, at 5:00 PM

Parties interested in submitting a Proposal are responsible for monitoring the City's website for addendum prior to the submittal of the Proposal.

Location: City of La Palma
 Community Services Department
 7821 Walker Street
 La Palma, CA 90623
 (714) 690-3310

Award of Contract: October, 2018
The FY 18-19 Project Budget is \$110,000.

**CITY OF LA PALMA
COMMUNITY SERVICES DEPARTMENT**

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In accordance with Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to (a) bid on or be listed in a bid proposal, or (b) engage in the performance of this work unless the contractor or subcontractor are registered and qualified to perform the Work pursuant to Labor Code Section 1725.5. See Attachment "B" for excerpts from the California Labor Code.

The successful professional consultant will be required to enter into an agreement with the City as described in Appendix A, which will include the requirements of this RFP. By submitting a proposal, the consultant agrees to the all the terms of this RFP.

BACKGROUND:

The City's domestic water supply is obtained from a combination of two (2) ground water wells (75%) and imported water (25%). The imported water is purchased directly from the Metropolitan Water District of Southern California (MWD) via an agreement with the Municipal Water District of Orange County (MWDOC). The system was designed as an "on-demand" system through the utilization of two (2) reservoirs and booster pump system.

The City has two (2) emergency interconnects with the City of Cerritos. One is a sixteen (16) inch 2-Way PRV Station for either Cerritos or La Palma and the second is a twelve (12) inch one-way connection from Cerritos to La Palma. The City is

currently designing a new mutual benefit interconnect with the City of Buena Park, with construction being scheduled for the Spring 2019.

The City has completed a "Draft" 2017 Pipeline Condition Assessment Report and the results show the City's water mains have anticipated life span of at least 25 years. The current need main line assessment show a life cycle of at least another 25 years. The City current water maintenance/repair items are the replacement of water services that are leaking at the corporation stop or angle stop. These repairs also include replacement of the leaking service line.

The base line for the Water Master Plan will be the City's 2008 Water Master Plan. The consultant shall utilize as the foundation for the development of the new Master Plan.

Questions regarding the project and this RFP can be directed to:

Contact: Douglas Benash, PE, QSD, City Engineer
Community Service Department
7821 Walker Street
La Palma, CA 90623
(714) 690-3310
(626) 203-2849 cell

SCOPE OF SERVICES:

The successful firm shall complete, at a minimum the following services for the project:

1. Review existing Water System Master plans to assist you in the preparation of a document for the Water Master Plan.
2. Prepare a Digital Map of the Water System Pipelines. Digitize and prepare water base (index) map for pipeline system in an ESRI/GIS and City provider SEDARU format. This will used to prepare new water system map pages in an 11 x 17 inch format for the City. Rate quoted will be on a per sheet basis and itemized.
3. Upgrade and prepare the City's comprehensive water supply plan index map showing all water facilities and appurtenances in the City provider SEDARU.
4. Prepare Water Emergency Supply Plan & Emergency connections:
 - A. Identify and Quantify Emergency Scenarios.
 - B. Evaluate Emergency Supply and Storage Alternatives.

- C. Identify and locate additional emergency connections with other agencies; communicate with them; develop a plan of connection. City has presently an emergency connection with the City of Cerritos on Valley View Street at 183rd Street and Moody St and Houston Ave.
 - D. Prepare a supply strategy contingent on a 7-day import water outage.
 - E. Evaluate the need for a new storage and well sites. An abandoned well site is presently on the west side of Moody Street north of La Palma Avenue. An additional site is located on Moody Street south of La Luna Drive. The question is, should the City maintain these sites or dispose these sites.
5. Prepare a Water Systems Operation Plan:
- A. Review existing wells, water reservoirs, pumps, MWD connection on Walker Street at Ball Road, provide their existing conditions, deficiencies, repairs, life expectancy, etc.
 - B. Critique City's existing operation plan and make appropriate recommendation as necessary. Including discussion on current SCADA system and cost/benefit analysis of the installation of a new SCADA system.
 - C. Review location of fire hydrants and develop a flushing program, provide written description including impacts and documentation as part of the Water Loss Audit program.
 - D. Review water quality and the sequestering agents that the water is being treated and provide comments and recommendation.
 - E. Assess range of future water quality at each well.
 - F. Review and develop operational efficiency curves for the well pumps and booster pumps including its appurtenances.
6. Prepare a Capital Improvement Plan:
- A. Determine preferred water supply alternative(s) based on benefit cost.
 - B. Prepare a Replacement Plan for Facilities and Infrastructure, specifically a systematic removal and replacement of individual water services, lines, meters (as required) and appurtenances within the City's defined Maintenance Zones.
 - C. Evaluate benefits and costs of a new well and treatment facility at Walker Well Site.

- D. Evaluate benefits and costs of a new well and treatment facility at the City Yard Site.
 - E. Evaluate benefits and costs of a new well and treatment facility in the center of the City with transmission main to either reservoir site.
 - F. Evaluate the benefits and costs of initiation of a water main replacement program beginning in 10-15 years within the City's defined Maintenance Zones.
7. Add any item that may be pertinent and not included in this proposal. The cost will be separately itemized.
 8. It is expected that a final plan would be ready for approval within 40 working days from award of the design contract.
 9. Furnish the City with five (5) bound copies, one unbound copy and in electric format of the approved final report.
 10. The City will access to review at the Community Services Department the following documents:
 - A. 2008 Water Master Plan
 - B. 2018 Draft Final Dynamic Flow/Chemistry Profile – Walker Well
 - C. 2017 Draft Pipeline Condition Assessment Report
 - D. Water & Sewer System Valuation – 2004
 - E. Water System Review 1986
 - F. Water Line and Index Maps
 - G. City's Telemetry System Plan Improvements, 1998 and 2018 improvements.
 - H. Consultants are to contact Douglas Benash, City Engineer to coordinate time and date arrangements to review the documents in the office.

Proposal Cost Breakdown:

1. Specify a proposal fee for basic design work for the project.

2. Specify proposed fee for performing additional work outside the official scope of the project, quoting rates employee category.
3. The progress payment schedule is as follows:
 - a. 50% upon submittal of plan for initial review
 - b. 40% upon approval by City Staff.
 - c. 10% upon approval by City Council.

PROJECT SCHEDULE:

The tentative schedule for this RFP process is as follows:

- A. Release of RFP – August 22, 2018
- B. Deadline for Written Questions – August 30, 2018
- C. Proposal Due Date – September 6, 2018
- D. Notification to Proposers – September 13, 2018
- E. Oral Interviews with Firms on Short List the week of September 17, 2018
- F. Notification to Firms Recommended for Contract – September 27, 2018
- G. City Council Consideration of Contract – October 2, 2018

INSTRUCTIONS TO PROPOSERS:

- A. Examination of Documents: By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the items required under this RFP and that it is capable of quality performance to achieve the City's objectives.
- B. Addenda: Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting contract. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.
- C. Clarifications: Should a Proposer require clarifications of this RFP, the Proposer shall notify the City in writing (e-mail is acceptable) in accordance with D. below. Should it be found that the point in question is not clearly and fully set forth, the City will issue a written addendum clarifying the matter which will be posted on the City's website (www.cityoflapalma.org) **Proposer is responsible for**

monitoring the City's website for the posting of addendum prior to the RFP submittal.

D. Communications: Proposers are requested to e-mail the City's project manager if, upon receipt of the RFP, they anticipate submitting a proposal. The e-mail should be addressed to micheller@cityoflapalma.org and include the contact name, e-mail address and fax number.

PROPOSAL CONTENT REQUIREMENTS:

- A. A description of your understanding of the services requested and the objectives to be accomplished.
- B. Describe the qualifications of your firm including the past five (5) years experience performing projects that are similar in size and scope to that identified in this RFP.
- C. Identify specific personnel who will be assigned to this project along with their title within the firm, their availability for this project, individual qualifications, task's to be assigned for this project and hourly rate classifications (must match titles on hourly rate schedule).
- D. Provide a list of client references with names, titles and contact information.
- E. State what, if any, items, actions or information the consultant expects to be provided by the City.
- F. A description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Work sections.
- G. Provide a separate, sealed envelope titled "FEE SCHEDULE" that includes, the rates and charges for the 5 items listed in the Scope of Services; and the hourly rate schedule, subcontractor mark-up percentages, if any, and hourly rates, and any other fees/costs that would be part of the billings for services.

SUBMISSION OF PROPOSALS:

All proposals are to be submitted to the City of La Palma, Attention Michelle Rusu Administrative Secretary. Proposals are due on September 6 2018 before 5:00 p.m. **Proposals received after 5:00 p.m. Thursday, September 6, 2018, will be rejected by the City as non-responsive. Parties interested in submitting a Proposal are responsible for monitoring the City's website for addendums prior to submittal of Proposal.**

1. Proposals shall be addressed as follows:

City of La Palma
ENGINEERING PROPOSALS
Attn: Michelle Rusu, Administrative Secretary
7821 Walker Street
La Palma, CA 90623

Proposals may be delivered in person as well. Mailed proposals must be received by the City prior to the closing deadline. Postmarks will not be accepted and the City will not assume responsibility for delays in mailing.

3. Proposer shall submit a transmittal letter, signed by an authorized representative of the engineering firm, with three (3) copies of its proposal.
4. The proposal shall include a separate Fee Schedule with each item described in the scope of services cost breakdown, enclosed in a sealed envelope and shall be included with the proposal package and labeled: "FEE SCHEDULE".

ACCEPTANCE OF PROPOSALS:

1. The City reserves the right to accept or reject any and all offers, or any item or part thereof, or to waive any informalities or irregularities in offers.
2. The City reserves the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any proposer responding to this RFP.
3. The City reserves the right to postpone the proposal opening for its own convenience.

PRE-CONTRACTUAL EXPENSES:

The City shall not, in any event, be liable for any pre-contractual expense incurred by proposer in the preparation and submittal of its proposal and proposer shall not include any such expenses as part of its response.

CONTRACT AWARD:

Issuance of this RFP and receipt of responses does not commit the City to award a contract. The City reserves the right to accept or reject any or all proposals received in response to this RFP and to negotiate with other than the selected Proposer(s) should negotiations with the selected Proposer be terminated. The City reserves the right to apportion the award among two or more Proposers

Attachment "A"

PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF A WATER SYSTEM MASTER PLAN, CITY PROJECT NO. 18-WTR-03

THIS AGREEMENT FOR the CONSULTANT SERVICES (hereinafter, the "Agreement"), entered into as of [DATE], by and between the CITY OF LA PALMA, a municipal corporation (hereinafter, the "City"), and [COMPANY NAME], a corporation (hereinafter, the "Consultant"). The Consultant and the City are hereafter together referred to as the "Parties" and each individually as a "Party."

RECITALS

A. The City requires the services of, and desires to retain, a consultant to perform the services set forth and described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter, the "Consultant Services").

B. By virtue of the Consultant's expertise, experience, and background, the Consultant is qualified to perform the Consultant Services for and on behalf of the City.

C. The City and the Consultant mutually desire to enter into this Agreement for the provision of the Consultant Services by the Consultant for and on behalf of the City, in accordance with the terms and conditions set forth herein.

EXECUTORY AGREEMENTS

NOW, THEREFORE, in consideration of the facts recited above and the covenants, conditions, and promises contained herein, the City and the Consultant mutually agree as follows:

SECTION ONE: RETENTION AND DUTIES OF CONSULTANT

1.1 The City hereby retains the Consultant, and the Consultant accepts this retention from the City, to perform the Consultant Services as set forth in the Scope of Work attached hereto as Exhibit "A".

1.2 The Consultant shall perform all services set forth in the Scope of Work in a competent and professional manner, and shall complete all such work, and each component thereof, within the time periods set forth in the Scope of Work.

1.3 In the performance of the Consultant Services, the Consultant shall report to and receive instructions from the Community Services Director of the City. Tasks or services other than those specifically described in the Scope of Work shall not be performed without the prior written approval of the Community Services Director. If the City changes the scope of the Consultant Services to be performed by the Consultant, or if the Consultant is requested to perform services not specifically described in the Scope of Work, the Consultant shall perform such services as are necessary to complete the work, and compensation for the work performed

shall be paid by the City in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B" and incorporated herein by this reference, or as otherwise may be agreed in writing by the City and the Consultant.

1.4 The Consultant shall not subcontract the performance of any of the Consultant Services without the prior written approval of the City.

1.5 All data, studies, drawings, plans, maps, reports, and other documents shall, upon payment in full for the Consultant Services, be furnished to and become the property of the City, without restriction or limitation upon their use.

1.6 The Consultant agrees that the following person shall be the project manager on behalf of the Consultant under this Agreement, and shall be principally responsible for performing the Consultant Services:

[PROJECT MANAGER]

Notwithstanding the foregoing, the parties acknowledge that persons other than the above-designated project manager of the Consultant may perform tasks or services under this Agreement if the performance of such tasks or services is under the supervision and control of the Consultant's project manager. The Consultant shall not alter the assignment of the above-designated project manager without the prior written approval of the Community Services Director.

1.7 The City reserves and has the right and privileges, at its sole discretion and with or without cause at any time during the term of this Agreement, of suspending, canceling or terminating this Agreement or any work in connection with this Agreement. In the event of termination, all finished or unfinished data, studies, maps, reports, and other items prepared by the Consultant shall become the property of the City, and the Consultant shall promptly deliver such items to the City. In the event of termination, the City shall pay the Consultant for all authorized services performed and for all authorized and invoiced expenses incurred up to the date of termination of this Agreement, on a time and materials basis in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B".

SECTION TWO: COMPENSATION TO CONSULTANT

2.1 The City shall pay to the Consultant for the performance of the Consultant Services compensation in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B".

2.2 The Consultant shall invoice the City on a monthly basis for all work performed by the Consultant under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Consultant during the month covered by the invoice. All charges for labor or professional services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with the Budget and Fee Schedule. Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Consultant has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

2.3 The Consultant shall maintain records on all services for and charges to the City under this Agreement for a period of not less than twenty-four (24) months after the completion or termination of this Agreement, and make such records available for review and audit if requested by the City at any time during the term, or within twenty-four (24) months of the completion or termination, of this Agreement.

SECTION THREE: LEGAL RESPONSIBILITIES

3.1 The Consultant shall keep fully informed of all Federal and State laws and regional, county, and municipal ordinances and regulations which may in any manner affect those employed by the Consultant or the performance by the Consultant of any tasks or services for or on behalf of the City. The Consultant shall at all times observe and comply with all such laws, ordinances, and regulations, and shall be responsible for the compliance therewith of all work and services performed by the Consultant by or on behalf of the City.

3.2 The Consultant is retained as an independent contractor only, for the sole purpose of rendering those professional services set forth in Exhibit "A" hereto or otherwise requested by the City, and is not an employee of the City. The City shall have the right to control the Consultant only as to results of the Consultant's services rendered pursuant to this Agreement, and the City shall not have the right to control the means by which the Consultant accomplishes the services performed under this Agreement.

3.3 The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, sex, age, marital status, or national origin.

3.4 All proprietary information developed by the Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, shall be the sole and exclusive property of the City. The Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of the Consultant Services under this Agreement. The Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by the Consultant under this Agreement shall be made to the City, and that the Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by the City.

3.5 The Consultant agrees to perform all work to the reasonable satisfaction of the City. If the services performed under this Agreement are not satisfactory, the City has the right to take appropriate action, including but not limited to: (1) meeting with the Consultant, its agents or subcontractors to review the quality of the work and resolve matters of concern; (2) requiring the Consultant to have the work repeated at no additional fee until it is satisfactory; (3) withholding payment of City's compensation to the Consultant for any unsatisfactory work performed; (4) terminating this Agreement.

3.6 The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by the Consultant under this

Agreement. The Consultant shall indemnify, defend, and hold the City harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.7 Any time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the City or 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 delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay. If the Consultant is the delaying Party, the City 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 City such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall the Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Consultant's sole remedy shall be extension of this Agreement pursuant to this section.

3.8 The parties mutually acknowledge that the CITY has retained CONSULTANT to perform the tasks and services set forth in this Agreement based upon the special skills, expertise, and experience of CONSULTANT. Accordingly, in performing the tasks and services under this Agreement, CONSULTANT shall use the skill and care that a highly specialized professional with significant expertise in the field, would use under similar circumstances. Further, the parties mutually agree that, to the extent that CONSULTANT retains sub-consultants or subcontractors to perform any portion of any of the tasks or services under this Agreement, CONSULTANT has a duty to the CITY to ensure that the tasks and services performed by such sub-consultants and subcontractors meet the same highly specialized professional level, skill, and expertise expected of CONSULTANT.

3.8.1 Except as set forth in subdivision 3.8.2, CONSULTANT shall indemnify, defend (with legal counsel acceptable to the CITY), and hold harmless the CITY, its officials, officers, and employees ("CITY Personnel") from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses penalties, obligations, expenses, or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of CONSULTANT'S performance of any tasks or services for or on behalf of the CITY, whether or not there is concurrent active or passive negligence on the part of the CITY and/or any CITY Personnel, but excluding any Claims arising from the sole negligence or willful misconduct of CITY or any CITY Personnel.

3.8.2 The provisions of this subdivision 3.8.2 apply only in the event that CONSULTANT is a "design professional" within the meaning of the California Civic Code Section 2782.8(c). If CONSULTANT is a "design professional" within the meaning of Section 2782.8(c), then notwithstanding subdivision 3.8.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code Sections 2782 and 2782.6), CONSULTANT shall defend (with legal counsel reasonably acceptable to the CITY), indemnify, and hold harmless the CITY and CITY Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of CONSULTANT, any sub-consultant, subcontractor, or any other person directly

or indirectly employed by them, or any person that any of them control, arising out of CONSULTANT's performance of any task or service for or on behalf of the CITY under this Agreement. Such obligations to defend, hold harmless, and indemnify the CITY or any CITY Personnel, shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of the CITY or such CITY Personnel. CONSULTANT's cost to defend CITY and/or CITY personnel against any such Claim shall not exceed CONSULTANT's proportionate percentage of fault with respect to that Claim; however, pursuant to Civil Code section 2782.8(a), in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY (and, if applicable, other parties) regarding any unpaid defense costs. To the extent CONSULTANT has a duty to indemnify the CITY or any CITY Personnel under this subdivision (b), CONSULTANT shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from CONSULTANT's negligence, recklessness, or willful misconduct.

3.9 The Consultant shall not commence the performance of any work or services under this Agreement until the Consultant has obtained all insurance required hereunder, nor shall the Consultant allow any subcontractor to commence services under its subcontract until all such insurance has been obtained by the subcontractor. The Consultant shall take out and maintain at all times during the performance of this Agreement the following policies of insurance:

3.9.1 Workers Compensation Insurance to cover its employees as required by law; and the Consultant shall require all subcontractors to provide such compensation insurance for all of the latter's employees. Each such policy of worker compensation insurance shall carry the following endorsements:

(a) "The insurer waives all rights of subrogation against THE CITY OF LA PALMA, its officers, officials, agents, employees, and representatives."

(b) "This insurance policy shall not be canceled, limited or nonrenewed by the insurer until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage."

3.9.2 Comprehensive General Liability Insurance for bodily injury, death, and property damage which may arise from the negligent performance of the Consultant, its employees, agents representatives, successors, and assigns while performing work or services under this Agreement, in a minimum Combined Single Limit of \$1,000,000.

3.9.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired automobiles, in a minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury, death, and property damage.

Each such policy of insurance provided for in Paragraph 3.9.2 and 3.9.3 shall be in a form satisfactory to the City and shall contain the following endorsements:

(a) "THE CITY OF LA PALMA, its officers, officials, employees, and representatives, are hereby declared to be additional insureds under the terms of this policy with

respect to the operations and activities of the named insured at or from the premises of THE CITY OF LA PALMA described above."

(b) "This insurance policy shall not be canceled, limited, or not renewed until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; THE CITY OF LA PALMA shall not be liable for the payment of premiums or assessments on this policy."

3.9.4 Professional Liability Insurance to protect the City from the Consultant's negligent acts, errors, and omissions of a professional nature, with coverage in a minimum amount of \$1,000,000.

At least thirty (30) days prior to the expiration of any policy of insurance required under Paragraph 3.9.1, 3.9.2 or 3.9.3, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with the City.

3.10 The Consultant shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the City; and any such assignment or other transfer without such consent shall be void.

3.11 Except as the City may specify in writing, the Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. This Agreement does not grant to the Consultant any authority, express or implied, to bind the City to any obligation whatsoever.

3.12 In the event any action is commenced by one Party to this Agreement against the other to enforce any of the rights or obligations arising from this Agreement, the prevailing Party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, together with reasonable attorney's fees.

SECTION FOUR: MISCELLANEOUS

4.1 Notices: All notices, invoices or other instruments required or permitted to be given under this Agreement shall be served by personal delivery or deposited in a United States mail depository, postage prepaid, and addressed as follows:

<u>If to the City:</u>	CITY OF LA PALMA 7822 Walker Street La Palma, California 90623 Attn: Community Services Director
------------------------	-----------------------------------------------------------------------------------------------------------

If to the Consultant:

**[NAME OF COMPANY]
[ADDRESS OF COMPANY]
[CITY, STATE, ZIP CODE]**

or such other address or person as either Party may indicate to the other in writing. Service of any instrument by mail shall be deemed effective forty-eight (48) hours after deposit in a United States mail depository, postage prepaid, and addressed as set forth above.

4.2 Integration: This Agreement represents the entire understanding of the City and the Consultant as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement may not be modified, altered, or amended except in writing signed by both the City and the Consultant.

4.3 Construction: This Agreement shall be construed in accordance with the laws of the State of California and as if drafted by both parties hereto.

4.4 Successors and Assigns: Subject to the provisions of Paragraphs 1.4 and 3.10 hereinabove, this Agreement, and all of the covenants, terms, and conditions hereof, shall be binding upon, and inure to the benefit of, the City, the Consultant, and their respective successors and assigns.

4.5 Authority of Signatories: The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

CITY OF LA PALMA

By _____
Gerard Goedhart
Mayor

ATTEST:

City Clerk

[NAME OF COMPANY]

By _____

[Title]

By _____

[Title]

APPROVED AS TO FORM:

RUTAN & TUCKER

By _____
City Attorney, City of La Palma

Attachment "B"

California Labor Code Excerpts

EXHIBIT D
CALIFORNIA LABOR CODE COMPLIANCE
(Labor Code §§ 1720 et seq., 1813, 1860, 1861, 3700)

If this Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code, then:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency (“City”) and Consultant agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Consultant shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.
3. Consultant shall comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by Consultant or by any subcontractor.
4. Pursuant to California Labor Code Section 1771.4, Consultant’s services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall post job site notices as prescribed by DIR regulations and agrees to furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).
5. Consultant shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Consultant and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform City of the location of the records. Consultant is responsible for compliance with Section 1776 by itself and all of its subcontractors.
6. Consultant shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

7. Consultant shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby 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 Agreement.”

Date _____ Signature _____