

**CITY OF LA PALMA**

**Community Services Department  
7821 Walker Street  
La Palma, California 90623-1771**

**CITY COUNCIL**

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Marshall Goodman, Mayor Pro Tem  
Michele Steggell, Council Member  
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**COMMUNITY SERVICES DIRECTOR**

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**REQUEST FOR PROPOSALS**

**FOR**

**SECURITY VIDEO SURVEILLANCE SYSTEM SOLUTION AND  
INSTALLATION**

**NOVEMBER 2018**

# Request for Proposals

For

## Security Video Surveillance System Solution and Installation

### **SUMMARY:**

The City of La Palma is requesting services from qualified and experienced contractors to design and install a security and video surveillance system at five (5) locations / sites including: City Hall, Police Department, Community Services Department / Central Park, Walker Well, and City Yard. In addition, train City staff to use the system and provide on-going support services.

**Proposals Due:** **Thursday, December 6, 2018 at 5:00 p.m.**

**Location:** City of La Palma  
Community Services Department  
7821 Walker Street  
La Palma, CA 90623  
Tel: (714) 690-3350

**Award of Contract:** **Tuesday, January 15, 2019** (Tentatively)

**Contact:** Joseph Cisneros, Management Analyst  
City of La Palma  
Community Services Department  
7821 Walker Street  
La Palma, CA 90623  
(714) 690-3358 | [josephc@cityoflapalma.org](mailto:josephc@cityoflapalma.org)

The purpose of this Request for Proposals (RFP) is to invite qualified contractors to submit proposals for a security and video surveillance system solution. The proposal shall describe the design and installation process at five (5) City sites / facilities: City Hall, Police Department, Community Services Department / Central Park, Walker Well, and City Yard. The proposal should also include the design and, if necessary, installation of software and /or hardware needed to manage the each site's system. A description of training and support services are to be included in the proposal.

## **INTRODUCTION:**

The City of La Palma is requesting services to design and build a security and video surveillance system at five (5) sites / facilities: City Hall, Police Department, Community Services Department / Central Park, Walker Well, and City Yard. In addition, structure software and hardware solutions to monitor and store footage with additional storage capacity for the Police Departments mandatory records retention periods. The contractor shall also provide training for City Staff and provide on-going support services, as needed, following completion of the project.

This RFP is requesting a “design-build” security and video surveillance system solution for each of the five (5) facilities. The contractor must schedule and attend a mandatory pre-bid project walk in order to be considered for the award of contract.

## **BACKGROUND:**

The City of La Palma is a municipal government, which operates under the direction of the City Council and a City Manager with an annual operating budget of just over \$11 million in Fiscal Year 2018-2019.

Ranked by Money Magazine in 2015, 2013, 2011, and 2007 as one of America’s Best Places to Live, the City of La Palma is a 1.9 square mile general law city in northwest Orange County, consisting of 15,568 residents and approximately 300 commercial and industrial businesses. The City was incorporated in 1955 under the name of Dairyland and has 53 full-time and 35 part-time employees.

In an effort to enhance safety and security at City facilities, staff has been identifying areas of exposure and has been working with qualified contractors or consultants to address each area. In 2017, staff created an Ad hoc committee to oversee these improvements.

Following a preliminary assessment of the types of security surveillance systems available to the City, staff has developed this Request for Proposals (RFP) to design a comprehensive security and video surveillance system and install the system to include: cameras at each of the five (5) sites both on the interior and exterior; software and / or hardware to operate the system with adequate space for the data retention; and to provide training to City staff and on-going support following the completion of the project.

## **SCOPE OF WORK:**

### **TASK 1: Mandatory Project Walk**

Contractors are required to schedule a project walk with the City. The contractor will schedule for one of the following dates and times:

1. Thursday, November 15, 2018, at 2:00 p.m.
2. Monday, November 19, 2018, at 2:00 p.m.
3. Tuesday, November 20, 2018, at 9:30 a.m.
4. Tuesday, November 20, 2018, at 2:00 p.m.
5. Monday, November 26, 2018, at 9:30 a.m.
6. Monday, November 26, 2018, at 2:00 p.m.
7. Tuesday, November 27, 2018, at 9:30 a.m.
8. Tuesday, November 27, 2018, at 2:00 p.m.
9. Wednesday, November 28, 2018, at 9:30 a.m.

10. Wednesday, November 28, 2018, at 2:00 p.m.

Each walk-through will accommodate up to three (3) contractors / companies with a maximum of four (4) representatives attending for each company.

Appointments will be taken on a first-reserve-first-serve basis. The City reserves the right to add more project walks at its discretion and without notice. The deadline to reserve a project walk is: **Wednesday, November 14, 2018 at 5:00 p.m.**

The purpose of the project walk is to assist the contractor's understanding of the project's scope of work, develop design plans, and identify problem areas.

At the project-walk, the contractor will utilize staff on-hand to answer any questions, developing a comprehensive design and installation plan based on each facility's walk-through. Taking measurements and photographs will augment the contractor's proposal and is highly recommended.

### **TASK 2: Design Layout and Camera Placement**

City staff made a quantity assessment for surveillance cameras at each facility / site. The contractor shall utilize each site's number assessment to make installation recommendations; design specifications; and provide plans, detailing the layout of each camera specifying location, hardware capability, and installation requirements. All layout plans shall be prepared in AutoCAD. Plans shall also include the cable tray system used to support insulated electrical cables for power distribution. Plans shall be 24" by 34" minimum size, provided in paper and electronic formats.

Facilities / Sites:

1. City Hall (7822 Walker Street)
    - Eight (8) Exterior Cameras
    - Four (4) Interior Cameras
  2. Police Department (7792 Walker Street)
    - Ten (10) Exterior Cameras
    - Ten (10) Interior Cameras
  3. Community Services Department / Central Park (7821 Walker Street)
    - Community Services Department Buildings
      - Eight (8) Exterior Cameras
      - Three (3) Interior Cameras
    - Central Park
      - Six (6) Exterior Cameras
      - Two (2) Interior Cameras
  4. Walker Well (6800 Walker Street)
    - Five (5) Exterior Cameras
    - Three (3) Interior Cameras
  5. City Yard (8415 Meadowlark Lane)
    - Six (6) Exterior Cameras
    - Three (3) Interior Cameras
- Total Interior Cameras: Twenty-five (25)
  - Total Exterior Cameras: Forty-three (43)

- Total Number Of Cameras: Sixty-eight (68)

The quantity of cameras is not limited to sixty-eight (68) and, if necessary, may be decreased or increased at the discretion of the City. The Contractor shall utilize the quantity assessment to illustrate the extent of surveillance, making every effort to maximize the surveillance area.

**Deliverables:** Design and camera assignment map, detailing each camera's location, capability, and installation requirements. (5 site plans prepared in AutoCAD)

### **TASK 3: Surveillance System Cameras**

The contractor shall provide camera options for each location based on the needs and level of surveillance for each site / facility determined during the project walk.

All exterior cameras should be vandal proof and anti-vibration compliant. Cameras should include the following specifications but are not limited to:

1. Full High-Definition (FHD)
2. Protection against dust and environmental elements
3. Vandal Resistant housing
4. Infrared Illumination for night visibility
5. A Dynamic View Range for areas that have lighting differences
6. Capability to produce 30 Frames Per Second (FPS) or more
7. Image Stabilizing to reduce blurring
8. Day / Night capability
9. Pan, Tilt, Zoom (PTZ) capability (At some locations, TBD during the project-walk)
10. Standalone Zoom
11. Wireless or Corded Connectivity (TBD during the project-walk)
12. Power over Ethernet (PoE) (At some locations, TBD during the project-walk))
13. 4-Megapixel Resolution or more
14. Detection and notification capability to include:
  - a. Defocus detection
  - b. Tamper detection
  - c. Motion detection
15. Capability to record audio (At some locations, TBD during the project-walk)
16. Secure Digital (SD) card slot (At some locations, TBD during the project-walk)

During construction, the contractor shall make the necessary connectivity and installation design consistent with the current design and color of each facility's structure.

**Deliverables:** Broken-down in each site map (Task 2), provide three (3) camera options (exterior and interior) with specifications on: level of surveillance, range, video recording quality, surveillance type (e.g. motion, scheduled, or 24/7), installation and connectivity details.

### **TASK 4: Security Camera Video Management System (VMS)**

Based on the designs and installation layouts from Tasks 1-3, the contractor shall describe the Video Management System (VMS) to support both centralized and decentralized configurations as well as hybrid options for installations. The VMS for each

facility / site must be accessible at each facility / site. Additionally the system must be able to do the following:

1. Email and text messaging notification capability.
2. Tiered user roles capability.
3. Minimum data storage capacity to store footage for:
  - a. Live video and historical video review up to 90 days, but not limited to, at: City Hall, Community Services / Central Park, Walker Well, City Yard, and
  - b. Up to 13 months at the Police Department.
4. Download capability for video recording (with audio for the Police Department) and image capture.
5. The VMS shall make the user experience seamless to the end user regardless of the system architecture.
6. The VMS must be capable of each server being able to handle an unlimited number of cameras for recording.
7. The VMS shall support Windows 10.
8. The VMS shall include, but not limited to, the following software and functions:
  - a. Server software for recording the video
  - b. Client software for Windows
  - c. Client software options using a web or server based interface
    - i. Web based applications must support the following: IE, Firefox, Safari, Chrome and Opera.
  - d. Standalone clients designed to provide fixed displays
  - e. Video Wall functionality
  - f. Access Control Integration
  - g. Failover server functionality
  - h. A separate health monitor application
9. The system shall support running in virtual servers for both the server application and client applications.
10. The VMS shall allow to integrate with other system by the web based interface.
11. The system architecture shall include integration capability for an alarm and facility access security system.

Following installation, all equipment and software shall be tested according to manufacturers' instructions.

**Deliverables:** Based on the requirements, the contractor shall provide software and hardware recommendations with installation descriptions. In the installation descriptions, the contractor shall explain the software, hardware, and wiring needed to support the security and video surveillance system's administration, broken-down by each site / facility. Plans shall be 24" by 34" minimum size, provided in paper and electronic formats (AutoCAD).

#### **TASK 5: Training, Support, and Maintenance**

The contractor shall provide training, support, and maintenance services following installation.

1. Training should occur in conjunction with installation and begin prior to Notice of Completion (NOC). The contractor shall train staff to operate, monitor, and adjust

the system according to surveillance needs and, at the management's direction, make changes to video surveillance area.

2. Support services should include, a representative designated to assist the City with questions, system errors, training, etc. within a 24-hour period, 7 days a week, on-site, electronically, or via phone. In case of emergency, the representative shall respond immediately.
3. Maintenance services should include, a comprehensive maintenance schedule with intermittent recommendations to maintain or improve the security system at each site. The contractor shall also provide recommendations on software upgrades and maintenance / training therein, schedule and conduct an annual on-site system check-up at the discretion of the City.

**Deliverables:** Description of training, support, and a schedule of maintenance services.

### **TASK 6: Cost Summary**

The contractor shall in detail, separate the security and video surveillance system costs for each of the five (5) facilities to include, but not limited to:

1. Hardware: List, describe, and record the cost of each piece of hardware that is required on a schematic floor plan for each. The floor plans shall be prepared in AutoCAD with camera locations, appliance locations, and cabling architecture in detail. (Options to be included)
2. Software and / or Software Licensing: List, describe, and record the licensing, implementation, maintenance, support, and training fees associated with the proposed solution. (Options to be included)
3. Installation: Describe any labor, equipment, supplies, or other costs associated with installing your proposed solution.
4. Maintenance: Describe and identify any other ongoing costs associated with the operation and maintenance of your proposed solution.
5. Training and Support: If there are fees associated with your user or technical support, list them here.
6. Project Management: Identify any project management fees associated with your proposed solution, list and describe them here.
7. Miscellaneous: List and describe any other unidentified costs associated with your proposed solution.
8. Other costs. (Specify)

**Deliverables:** Project cost summary, broken-down by the five (5) sites / facilities (excel spreadsheet format). To be delivered separate from design plans.

### **REQUIREMENTS FOR THE PROPOSAL:**

The Proposal will include, but need not be limited to the following information in the following order and format:

#### **1. Cover letter**

The cover letter should present the Consultant's understanding of the project, the key issues and tasks and the Consultant's ability to address them. Include the name, address, email, and phone number of person(s) to contact regarding this proposal.

## **2. Relevant Experience**

Provide the name and background information for each member of the company who will do the actual work and staff who will work with the City on a regular basis. If sub-consultants or sub-contractors are proposed, do the same for each sub-consultant or sub-contractors.

Provide qualifications, including education and experience, of the proposed staff and other key personnel who will be assigned for the project from start to finish, including any sub-consultants or sub-contractors. Expertise applicable to the work specified should be emphasized.

Provide at least three (3) recent references from clients for whom comparable services have been performed. References from similar jurisdictions (City, County, or another Public Agency) are highly desirable. Include the name of the agency, project description (including cost estimate), e-mail address, contact name, and telephone number.

Also indicate the type of project, project description (scope of work), and a cost analysis (if the project costs were over or under budgeted). Provide an explanation if the project was over budget. Before and after pictures are highly recommended.

Contractor or consultant must show proof of current registration with the Department of Industrial Relations (DIR). Contractors or consultants must be registered with DIR before bidding, being awarded, or performing work on public works projects in California.

## **3. Conflict of Interest**

Provide the names of entities associated with the proposer who may have a conflict of interest with any activity of this project. Provide details and reasons. Proposers are subject to disqualification on the basis of conflict of interest as determined by the City.

## **4. Project Organization and Detailed Timeline**

The proposal shall include a work plan / schedule, specifically an installation timeline with specific dates and hours of construction for each proposed work day. Describe how each stage of the construction, as outlined in the Scope of Work (Task 1-6), will be commenced and completed. Also, include necessary City staff interaction.

A detailed proposed Scope of Services to be provided and identification of potential delaying factors.

## **5. Costs**



In a separate, closed envelope, labeled “Cost Summary” (Task 6), include a not-to-exceed, total amount for the proposed scope of work, broken-down by each of the five (5) sites as detailed in the Scope of Work, Task 6.

## 6. Contract

The selected firm or company will be required to enter into a Contract Services Agreement with the City (see attached agreement). All proposals MUST include a statement that the company has reviewed the Agreement and finds the terms acceptable.

### **SUBMITAL OF PROPOSAL:**

Interested firms or companies shall submit their proposal to the City of La Palma Community Services Department.

**Submit two (2) hard copies and one (1) electronic copy of the proposal to the Community Services Office by: 5:00 p.m. on Thursday, December 6, 2018**

All submitted packages shall be tilted / labeled:

### **Security Video Surveillance System Solution and Installation**

Submittals and inquires shall be directed to:

Joseph Cisneros, Management Analyst  
La Palma Community Services Department  
(714) 690-3358 | [josephc@cityoflapalma.org](mailto:josephc@cityoflapalma.org)

All proposals, as well as any modifications, received by the City of La Palma after the hour and date specified above, will not be accepted. All proposals will become the property of the City of La Palma and will not be returned.

The proposal shall be signed by an officer or officers authorized to execute legal documents on behalf of the Proposer and shall contain a statement to the effect that the proposal is a firm offer for a 60-day period.

### **SELECTION CRITERIA:**

The City will select a firm to perform the services based on the following criteria:

<b>SELECTION CRITERIA</b>	<b>POINTS</b>
<b>Qualification of the firm and key personnel</b> <i>(Qualifications, experience, staffing)</i>	<b>15 points</b>
<b>Qualification of sub-contractor(s)</b> <i>(Qualifications, experience, staffing)</i>	<b>15 points</b>

<b>Recent experience with similar projects</b> <i>(Qualifications, experience)</i>	<b>15 points</b>
<b>Project understanding and approach</b> <i>(Solution and implementation plan)</i>	<b>25 points</b>
<b>Ability to meet schedules and cost</b> <i>(Installation plan / schedule)</i>	<b>15 points</b>
<b>Quality control plan</b> <i>(Installation plan / schedule)</i>	<b>5 points</b>
<b>Quality training, support, and maintenance services</b> <i>(Service plan / schedule)</i>	<b>5 points</b>
<b>Quality of Proposal</b> <i>(Hard-copy and digital copy)</i>	<b>5 points</b>
<b>TOTAL</b>	<b>100 points</b>

All dates are tentative and subject to change, with the exception of the deadlines in numbers 1 and 2. The anticipated selection process and schedule is as follows:

<b>Schedule / Selection Process</b>	<b>Date / Time:</b>
1. Mandatory pre-bid project-walk deadline.	<b>Wednesday, November 14, 2018 5:00 p.m.</b>
2. RFP submission deadline.	<b>Thursday, December 6, 2018 5:00 p.m.</b>
3. Short list firms based on RFP submittal.	<b>Tuesday, December 11, 2018</b>
4. Interview the top ranked contractors. <i>(If deemed necessary by the City)</i>	<b>Wednesday, December 12, 2018</b>
5. Select top ranked contractor.	<b>Tuesday, December 18, 2018</b>
6. Award of Contract (AOC).	<b>Tuesday, January 15, 2019</b>
7. Perform services / training.	<b>February – March 2019</b>
8. Notice of Completion (NOC).	<b>April 2019</b>

**GENERAL INFORMATION:**

The City reserves the right to request additional information from any and all contractors. The City reserves the right to reject any and all proposals or a specific item or items of a proposal. The selected firm shall provide insurance policies in accordance with the requirements of the City's Contract Services Agreement.

All costs incurred in the preparation of the proposal, in the submission of additional information and / or in any other aspect of the proposal prior to the award of a written a contract will be borne by the proposing company. All proposals submitted to the City in response to this Request for Proposal (RFP) shall become property of the City. After selection of the contractor, all applicants will not be notified of the City's decision but are welcomed to inquiry following the Award of Contract (AOC) date.

**PROPOSED AGREEMENT:**

A sample Professional Service Agreement is attached for your review. Any changes in the scope of work resulting in a contract increase or decrease in fee shall be approved, in writing, by the City prior to the commencement of actual change or work. No fee adjustment shall be allowed unless it is based on said prior written approval.

**AGREEMENT FOR CONSULTANT SERVICES  
[COMPANY NAME]**

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 **[DEPT HEAD TITLE]** 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 **[DEPT HEAD TITLE]**. 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 [DEPT HEAD TITLE].

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. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California, and comply with the prevailing wage and related requirements set forth in Exhibit "C" hereto.

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, attorneys 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. Current certification of insurance shall be kept on file with the City at all times during the term of this contract. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or 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 Agency's Risk Manager. 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 an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

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 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.

At least thirty (30) days prior to the expiration of any policy of insurance required under Paragraph 3.9.1, 3.9.2, 3.9.3 or 3.9.4, 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:

If to the City: CITY OF LA PALMA  
7822 Walker Street  
La Palma, California 90623  
Attn: [DEPT HEAD TITLE]

If to the Consultant: [NAME OF COMPANY]  
[ADDRESS OF COMPANY]

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 \_\_\_\_\_  
[Mayor or City Manager]

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

**[NAME OF COMPANY]**

By \_\_\_\_\_  
\_\_\_\_\_  
[Title]

By \_\_\_\_\_  
\_\_\_\_\_  
[Title]

**Exhibit A**  
**Scope of Work**

**Exhibit B**  
**Budget and Fee Schedule**

## EXHIBIT C

### PREVAILING WAGE REQUIREMENTS

- A. CONTRACTOR hereby expressly acknowledges and agrees that CITY has never previously affirmatively represented to CONTRACTOR, its employees or agents in writing or otherwise that the work to be covered under this Agreement is not a “public work,” as defined in Section 1720 of the Labor Code. It is agreed by the parties that, in connection with the development, construction (as defined by applicable law) and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, CONTRACTOR shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Chapter 804, Statutes of 2003 and/or Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, CITY will enforce all penalties required by law for CONTRACTOR’s failure to pay prevailing wages.
- B. Labor Code of California. The CONTRACTOR's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.
1. In accordance with Section 1773 of the Labor Code, the Board of Directors of the District has found and determined the general prevailing rates of wages in the locality in which the public Work is to be performed are those contained in that certain document entitled PREVAILING WAGE SCALE, copies of which are maintained at the District's principal office, and are available to any interested party on request. CONTRACTOR shall post a copy of said document at each job site.
  2. The CONTRACTOR is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. Pursuant to Labor Code Section 1771.4, the CONTRACTOR must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations’ (DIR’s) electronic certified payroll reporting (eCPR) system. .
  3. Pursuant to Labor Code Section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.
  4. Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.
  5. Pursuant to Labor Code Section 1813, it is stipulated hereby that the CONTRACTOR shall, as a penalty to the District, forfeit \$25 for each worker employed in the execution of this Contract by the CONTRACTOR or by any subcontractor hereunder 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 (1) calendar week in violation of the provisions of

Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

6. The CONTRACTOR is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that the CONTRACTOR will be responsible for obtaining compliance therewith on the part of any and all subcontractors employed by him or her in connection with this Contract.
  7. Pursuant to Labor Code Section 1775, it is hereby stipulated that the CONTRACTOR shall, as a penalty to District, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for the work or craft in which the worker is employed for the Work under the contract by CONTRACTOR or by any subcontractor under the CONTRACTOR.
- C. Pursuant to Labor Code section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations. Furthermore, Contractor is hereby notified that no contractor or subcontractor may be awarded, on or after April 1, 2015, a contract for public work on a public works project unless registered with the Department of Industrial Relations.

Pursuant to Labor Code section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.