



CITY OF CARSON, CALIFORNIA

701 East Carson Street, Carson CA 90745

REQUEST FOR PROPOSALS NUMBER: RFP 23-021

BUILDING AND SAFETY CONSULTANT SERVICES

IMPORTANT DATES

Please visit the City's PlanetBids Portal for the most up-to-date information

| | |
|---------------------------|--|
| Solicitation Release Date | RFP Documents will be available for download from the City's PlanetBids Vendor Portal on Monday, 05/29/2023 |
| Questions Due Date | Questions must be submitted via the City's PlanetBids website by 2PM on Thursday, 06/01/2023 |
| RFP Submittal Due Date | Proposals shall be submitted electronically via the City's PlanetBids System Vendor Portal by 4PM on Thursday, 06/08/2023 . No deadline exceptions will be made. https://www.planetbids.com/portal/portal.cfm?CompanyID=32461 |

Respondents are strongly encouraged to carefully read the entire RFP and are solely responsible for the timely submittal of complete bids. The City reserves the sole right to evaluate the bids submitted, waive any irregularity therein, and approve sub-consultants.

Any attempt to lobby members of the Carson City Council, or City of Carson staff during the period between the release of a solicitation and the announcement of the contract award, may result in disqualification from the selection process. Please note submissions are not confidential and are subject to release in response to a public records request after negotiations are complete.

Please note that in the event of a conflict between any details contained within this RFP 23-021 document and anything else contained within the PlanetBids portal, this RFP 23-021 document shall control and govern.

REQUEST FOR PROPOSAL RFP NO. 23-021

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ADDITIONAL DOCUMENTS AVAILABLE ON PLANETBIDS AS DOWNLOADS

1. Affidavit of Non-Federal Lobbyist Requirements
2. Certificate of Compliance with Labor Code Section 3700
3. Debarment and Suspension Certification
4. Affidavit of Non-Collusion and Non-discrimination
5. Client Reference List
6. Instructions for Entering Electronic Bids
7. W-9 Request for Taxpayer Identification Number and Certification

A. SUMMARY

Since its incorporation in 1968, The City of Carson has contracted with the Los Angeles County Department of Public Works for most development-related services, including Building and Safety and Engineering services. Under the direction of the City Community Director, the selected firm would assume responsibility for the operation of Building and Safety, to provide the range of expertise necessary to perform the normal day-to-day operational functions.

The City desires to select a qualified firm to provide building and safety services, including:

1. Building Division Administration
2. Building Plan Check
3. Building Inspection
4. Building Code Enforcement
5. Building Counter Operations

The objective is to enter an initial three (3)-year Agreement for Contract Services which may be extended annually by the City, at its sole discretion, for two additional one year renewals, ; totaling five (5) years. The work performed by the selected consultant will be provided on a task order basis. Each task order will be pre-authorized by the City's representative on an on-call, as-needed basis with a detailed task order scope and a specific task order budget and schedule for completion. 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 Project Scope and Specifications or make or make changes by altering, adding, or deducting from said work

The City of Carson was incorporated as a California general law city on February 20, 1968. On November 6, 2018, with the City's voters' approval, the City of Carson became a California chartered city. Carson is considered one of the youngest municipalities in the South Bay region of Los Angeles County. Carson is located less than 20 miles south of downtown Los Angeles and is considered part of the South Bay section of Los Angeles County. The City's acreage is 19.2 square miles, and has grown considerably, beginning with a population of 61,000 in 1968 and with a current population of close to 100,000 residents.

Carson prides itself on being a culturally diverse community and is accessible by air, rail and freeway. The City is close to the Los Angeles International Airport, the Long Beach Airport, the Port of Los Angeles, and the Port of Long Beach. The four freeways that surround or run through the City are the Harbor (110); the San Diego (405); the Artesia (91); and the Long Beach (710). Additionally, the MTA Bus Line frequently stops in Carson on its route between Los Angeles and Long Beach and the City's owned bus system, the Carson Circuit, provides convenient bus transportation within the City. There is no other city in the Los Angeles-Orange County region that matches Carson's ease of accessibility. The City is home to many large, modern petrochemical, electronics, automobile, aerospace, trucking, and high-tech facilities. Many of these companies have won regional and local beautification awards. A number of multinational companies also call Carson their home by locating their corporate headquarters here. Through cooperative efforts between the City and businesses, the vitality and future of Carson continues to flourish.

The City of Carson reserves the right to make changes in the Request for Proposal (RFP) as it may deem appropriate. Any and all changes in the RFP will be made by written addendum, which will be issued to

all prospective proposers via PlanetBids. No oral changes will be permitted. Addenda issued during the RFP process will become a part of the original RFP. All proposals must be submitted by the date and time established for the opening of proposals. The City of Carson reserves the right to take any action considered to be in the best interest of the City of Carson.

No proposal may be withdrawn for a period of ninety (90) days once proposals have been opened by the Purchasing Manager.

No contract exists on the part of the City until the City Council has approved the contract award and an Agreement for Contract Services has been fully executed. The award, if made, will take place approximately within ninety (90) calendar days after the scheduled proposal opening date.

The City reserves the right to reject any and all proposals received or any parts therein, and to be the sole judge of the merits of each proposal received.

This RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of any response to the RFP. All responses to this RFP become the property of the City. At such time a selection is made, all responses submitted become a matter of public record and shall be regarded as such, with the exception of those elements in responses which are trade secrets or proprietary, marked as such, and otherwise exempt from disclosure under the Public Records Act. Any changes to the RFP requirements will be made by written addendum and issued via PlanetBids.

Unless expressly stated otherwise, documents must be uploaded in PDF format. It is the Proposer's responsibility to ensure their proposal documents are properly and timely uploaded onto the City's online bid management system. Proposals that are missing pages, cannot be opened, etc. may be considered nonresponsive. It is the Proposer's sole responsibility to contact the City's online bid management provider (PlanetBids at 818-992-1771) to resolve any technical issues related to electronic bidding, including (but not limited to) registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic bid/proposal, etc. All questions or requests for interpretation regarding this RFP must be submitted online through PlanetBids within the date and time specified. Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through PlanetBids. Any City response for this RFP that is not posted through PlanetBids is unauthorized and will be considered invalid. Proposer is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions will be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

NOTE: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

B. RESERVED – NOT APPLICABLE TO THIS RFP

C. PROPOSAL CONTENT

1. PRESENTATION

Proposals shall be typed and submitted on 8 1/2" x 11" size paper. Proposers should not include any unnecessarily elaborate promotional material. Lengthy narrative is discouraged, and proposals shall be brief, clear, and concise.

2. LETTER OF TRANSMITTAL

A Letter of Transmittal shall be addressed to Saied Naaseh, Community Development Director, and shall, at a minimum, contain the following information:

- a. Identification of Proposer who will have contractual responsibility with the City. Identification shall include legal name of company, corporate address, telephone number and email address of the contact person identified during the period of proposal evaluation.
- b. Proposed working relationship between Proposer and sub-consultants, if applicable.
- c. A statement to the effect that the PROPOSAL shall remain valid for a period of not less than 90 days from the date of submittal.
- d. Statement to the effect that the Qualifications are valid for a minimum of 36 months (initial agreement term).
- e. Acknowledgement of all addenda, if any.
- f. Signature of the official authorized to bind Proposer to the terms of the proposal.
- g. Signed statement attesting that all information submitted with the proposal is true and correct.

3. TECHNICAL PROPOSAL

Qualifications, Relevant Experience, and References:

This section of the proposal shall establish the ability of the Proposer to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature to the as detailed in the Project Scope & Specification section of the RFP; proven competence in the services to be provided; strength and stability of the firm; staffing capability; current work load to demonstrate availability to complete required services in accordance within the agreed upon term; track record of meeting schedules on similar projects and supportive client references.

The Proposer shall:

- a. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, or sole proprietorship); number, size and location of offices; and total number of employees. The City prefers the firm to maintain an office in Southern California that is open during regular business hours.
- b. Provide a general description of the firm's financial condition and identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger, etc.) that may impede the Proposer's ability to provide these services.

- c. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to the City. The firm must have been in business for a minimum of +10 years; must have at least +10 years' experience providing Building and Safety services for various public agencies.
- d. The firm must possess the certifications and/or licenses required to provide professional project management service for various public facility projects. All personnel for staff augmentation are required to be licensed or certified to perform the tasks assigned and will be required to keep all licenses or certifications valid and up to date.
- e. Describe specialized training, experience and professional competence in the area(s) directly related to this RFP.
- f. Identify sub-consultants by company name, address, contact person, telephone number and project function, if applicable. The list should include a summary of the roles and responsibilities of each sub-consultant.
- g. Provide a minimum of three (3) references for completed work similar to that in scope of work contained in this RFP for agencies similar to the City. Furnish the contact name, title, address and telephone number and email of the person at each client agency/organization who is most knowledgeable about the work performed.

Proposed Team:

This section of the proposal shall establish the method that will be used by the Proposer to provide requested services as well as identify key personnel assigned.

The Proposer shall:

- a. Provide the education, training, experience and applicable professional credentials of the proposed Project Manager which will be the liaison between the City and the Firm.
- b. Furnish brief resumes (one page maximum per resume) for the proposed Project Manager and key personnel (including all potential sub-consultants).
- c. Identify key personnel proposed to perform the specified tasks and include major areas of sub-consultant work.
- d. Include a statement that key personnel will be available to the extent proposed for the duration of the required services and acknowledging that no person designated as "key" shall be removed or replaced without the prior written concurrence of the City.
- e. Include an organizational chart with clearly defined roles, lines of communication, and support services.

Detailed Work Plan:

The Proposer shall provide a narrative addressing the Project Scope and Specifications and demonstrating the Proposer's understanding of the City's needs and requirements.

The Proposer shall:

- a. Demonstrate an understanding of the nature of services requested and shall describe the basic understanding, approach and philosophy for providing services identified in the RFP.
- b. Describe the proposed approach and work plan for completing the services specified in the Project Scope and Specifications. The description of the proposed approach shall discuss the services in sufficient detail to demonstrate the Proposer's ability to accomplish the City's objectives.

- c. Describe approach to managing resources, including a description of the role(s) of any sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Proposer will use to ensure quality, budget, and schedule control.

Schedule of Rates:

Proposers shall provide a rate sheet with a list (position titles only) of personnel and the applicable hourly rates. Rates shall be subject to negotiation. Final negotiated hourly rates are not subject to change for the term of the agreement from date of execution. Any proposed, equipment, resources, travel, or reimbursable expenses shall also be included. If applicable, Proposer shall include a rate sheet for any sub-consultants that complies with the provisions of this section (maximum of 5% mark-up for sub-consultants).

Appendices:

Information considered by Proposer to be pertinent to this RFP and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices shall be relevant and brief.

D. PROPOSAL SUBMITTAL

Proposals must be submitted electronically on PlanetBids no later than **06/08/2023 | 4:00 PM**. Please allow sufficient time to prepare and upload your documents into the electronic bid system prior to the deadline, as the system will lock and not allow entry of proposals after the designated deadline. Any technical questions regarding use of PlanetBids must be directed to PlanetBids.

The Proposal must include the following sections, numbered in accordance with the table below. **Every Proposal must include the Proposer’s name and the City’s Request for Proposal No. 23-021.**

| Required Proposal Sections and Documents | | |
|---|---|------------------------|
| 1 | <p>Company Certification and Personnel Verification Certification, on company letterhead that the person submitting the proposal is authorized to contract on behalf of the prospective consultant. Examples of authorized persons include owner, partner, or corporate officer. Include name, title, address, and contact information. If proposer is a corporation, certification should include statement that corporation is in good standing with the California Secretary of State. Include general company information and resumes of personnel to be assigned to the engagement</p> | Required |
| 2 | <p>Subconsultant List (if applicable) Include the subconsultant’s qualifications and the nature and extent of work to be performed by each subconsultant</p> | Required if Applicable |
| 3 | <p>Cost Proposal Include all pricing information relative to the engagement as a Cost File separate from the Proposal</p> | Required |

| | | |
|---|--|------------------------|
| 4 | Client Reference List Governmental entities preferred. Include client contact information and a brief description of the service provided to each client. Minimum of 3 references for work performed within the last 3 years in (download from PlanetBids) | Required |
| 5 | Modification, Changes or Exceptions to the City Agreement for Contract Services Exceptions to the specifications of any proposed items, contract terms and conditions shall be fully described and stated in writing | Required if Applicable |
| 6 | Affidavit of Non-Collusion and Non-Discrimination (download from PlanetBids) | Required |
| 7 | Federal Lobbyist Requirements (download from PlanetBids) | Required |
| 8 | Debarment and Suspension Certificate (download from PlanetBids) | Required |
| 9 | Certificate of Compliance with Labor Code Section 3700 (download from PlanetBids) | Required if Applicable |

E. QUESTIONS AND ADDENDUMS

All project scope questions must be posted to PlanetBids by the due date listed on the cover page of this Invitation. The City will coordinate responses and post them to PlanetBids 5 days prior to the bid deadline for all interested proposers to review.

The City's PlanetBids portal:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=32461>

If discrepancies or omissions are found for this document, the City reserves the right to make such changes as deemed appropriate. Any such changes will be by written addendum, which will be posted to PlanetBids no later than five (5) days prior to the proposal deadline. The City reserves the right to extend the proposal deadline.

| | Type of Question | Contact | Contact Info |
|---|------------------------------|---------------------------|---|
| 1 | Those related to the Project | PlanetBids | Post directly to PlanetBids |
| 2 | Use of PlanetBids | PlanetBids | (818) 992-1771 |
| 3 | City's Purchasing Process | Shelly Root, Senior Buyer | sroot@carsonca.gov 310-830-7600, Ext. 1231 |

ONLY the City's Purchasing Manager may be contacted regarding this solicitation. No other City officers, agents, employees or representatives have authority to respond on behalf of the City. Contact with unauthorized City personnel or elected officials during the selection process or may result in disqualification.

F. PROPOSER QUALIFICATIONS

Proposers who do not meet the minimum qualifications will be disqualified.

Awarded consultant and subconsultant (if applicable) must pay the City’s business license tax and submit required insurance documents prior to execution of the contract.

G. PROCUREMENT LOCATION AND SCHEDULE

Job location: City Hall and Remotely

Job Work Schedule: 07:00AM – 06:00PM Monday – Thursday with the exception of City-recognized holidays

| Anticipated Procurement Schedule | | |
|----------------------------------|--|----------|
| 1 | Award of Contract | 06/20/23 |
| 2 | Contract Execution & Notice to Proceed | 06/27/23 |
| 3 | Begin Engagement | 07/01/23 |
| 4 | Complete Engagement (excluding extensions) | 06/30/26 |

H. OTHER REQUIREMENTS

The City’s form contract is required (see Agreement for Contract Services). Specific requirements are outlined in the form contract.

Prevailing Wage Required: **NO**

Performance Bond Required: **Not Applicable**

The majority of the work as required herein must be performed by the awarded consultant. The work may not be subcontracted to another consultant unless the subconsultant has been included in the Proposal, or a substitution has been approved in writing by the City’s Contracting Officer in advance of work performed.

I. COST PROPOSAL

Consultants must provide everything necessary at their own expense including, but not limited to labor, materials, and equipment required to perform and complete the required work.

The lump sum proposal price must include all necessary labor, materials, and fees to complete the work required by Project Scope and Specifications. Permits, licenses and fees shall be obtained at the awarded Consultant’s sole expense. Federal taxes must not be included, as the City is exempt from paying federal taxes. However, the City does pay Sales Tax on the purchase of items, which must be included as a separate line within the total proposal price.

The following costs will not be allowed: additional charges such as fuel surcharges and mileage rates,

fines, entertainment, advertising, and any costs considered inappropriate for reimbursement from taxpayer money.

Include hourly rates by job title only for additional work which may be authorized by the City's Contract Officer.

J. PROPOSAL OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT

All proposals will be opened publicly in the Office of the City Clerk on the date and time noted on the Notice of Request for Proposals. Proposals will be considered confidential until a contract recommendation is made to City Council.

Proposal documents that are submitted on time and meet the minimum requirements outlined above will be reviewed by City staff, which will make a recommendation to the City Council to either reject all proposals or award a contract. Evaluation criteria will include qualifications, experience, price and past performance; and will be based on guidelines in the City's Municipal Code (CMC § 2611(c)).

The City may hold interviews with respondents prior to a final selection of the project consultant. Such interviews may be conducted in person or by electronic means. The City reserves the right to make such additional investigation as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

No contract exists until the City Council has made the award, and the contract has been fully executed.

The City of Carson reserves the right to reject the proposals, request additional information or take any other action considered to be in the best interest of the City of Carson.

Specific Evaluation Criteria For Award of Contract Will Be As Follows:

An Evaluation Committee comprised of Public Works Operations and Engineering management, senior level staff, and others will evaluate all proposals based on criteria per CMC 2611(c). Proposers should take note that multiple factors as identified in this RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements in this RFP. Price alone will not be the sole determining criteria.

| No. | Evaluation Criteria | Points |
|--------------|---|---------------|
| 1 | Clarity, completeness and presentation of proposal | 20 |
| 2 | Consultant's demonstrated understanding of the Scope of Services | 30 |
| 3 | Qualifications and experience of the firm | 30 |
| 4 | The resources, capacity and key personnel required to perform the required services | 20 |
| TOTAL | | 100 |

PROJECT SCOPE AND SPECIFICATIONS
RFP 23-021
BUILDING AND SAFETY CONSULTANT SERVICES

Since 1968, Building and Safety services and Engineering Services for the City of Carson has been provided by the Los Angeles County Department of Public Works (“LA County”). The City desires to select a qualified firm to provide building and safety services, including Building Division Administration, Building Plan Check, Building Inspection, Building Code Enforcement, and Building Counter Operations

For your reference, the City’s Building & Safety webpage is located here: [Building and Safety \(Permits and Inspection\) \(carson.ca.us\)](https://www.carson.ca.us/building-and-safety)

The following provides a summary of the positions LA County currently has in City Hall:

LA County currently uses three (3) **Permit Technicians** to process and issue building, mechanical, electrical, plumbing, sewer, grading, landscape, and pool permits. Their responsibilities include:

- Reviews and verifies work products and/or reports for accuracy prior to submission.
- Maintains organized and accurate project records (e.g., permits, record drawings, designs, etc.) according to departmental retention requirements to ensure quick retrieval upon request.
- Coordinates and responds to requests for information within established timelines.
- Identifies and clarifies technical information (e.g., building permit requirements, zoning regulations, etc.) to customers and directs/refers them to the appropriate agencies, as needed.
- Reviews plans and provides accurate and complete code-compliance information relevant to the customer's request.
- Reviews and checks forms (e.g., permit applications, bonds, easements, affidavits, etc.) for accuracy, completeness (including required documentation and authorized signatures) and compliance with relevant codes and regulations before submittal.
- Issues complete and accurate permits according to appropriate codes and departmental policies.
- Calculates and collects the appropriate fees according to established policies and fee schedules.
- Greets callers and office visitors promptly and courteously according to departmental customer service standards.
- Responds promptly to all email inquiries.
- Reviews and processes online permits.

LA County currently uses 2 **Engineers** for plan review and plan approval for construction, including architectural and structural plans, mechanical, electrical, and plumbing plans, soils and geotechnical plans, drainage and grading plans, and methane gas mitigation plans. Their responsibilities include:

- Reviews engineering documents by accurately and thoroughly identifying discrepancies/issues that are not in compliance with applicable codes, standards and sound engineering principles.
- Communicates review comments and feedback to relevant parties within established timelines.
- Reviews, approves and signs engineering plans, specifications, and cost estimates within established timelines.
- Conducts complex field inspections and studies to verify general conformity with engineering designs as represented on approved plans and/or industry practices.

- Develops recommendations and implements solutions that reflect an understanding of field operations/conditions and sound engineering practices.
- Resolves and documents technical discrepancies/issues in accordance with applicable codes and engineering practices.
- Reviews and verifies work products and/or reports for accuracy prior to submission.
- Prepares and signs/stamps plans, specifications, and cost estimates within established timelines.
- Coordinates and responds to requests for information within established timelines.
- Provides higher level engineering advice to field personnel and internal customers that reflect an understanding of sound engineering principles.
- Identifies and coordinates the review of plans by appropriate personnel and/or agencies to ensure job approach complies with professional engineering techniques and methods.
- Accurately identifies discrepancies/issues in design and/or construction phases to ensure compliance with applicable codes, standards, regulatory agencies, and sound engineering principles and communicates to all relevant parties.
- Accurately applies sound engineering principles to the job.

LA County currently uses 3 **Building Inspectors** to continuously provide inspections throughout the construction process until projects are completed and can be signed-off. Their minimum required certifications are a valid certification in building inspection and a valid certification in one of the following: electrical, plumbing or mechanical inspection from a recognized code certification organization in a code used by the County of Los Angeles. Their responsibilities include:

- Retrieves and verifies appropriate permits and other related documentation for scheduled inspections.
- Reviews construction plans, codes, ordinances, and other reference materials for the more complex projects prior to inspections to accurately identify issues and ensure compliance with applicable codes and ordinances.
- Schedules site visits within established timelines.
- Performs inspections of the larger, more complex structures and buildings (e.g., shopping malls, refineries, large restaurants, apartment complexes, etc.) within established timelines to ensure compliance with County's Building Laws and other related federal, state, and local code requirements and zoning ordinances.
- Identifies deficiencies in construction site work and initiates the process to ensure compliance with code and ordinance requirements.
- Identifies and addresses potential safety hazards in accordance with applicable safety requirements and directives.
- Enters, updates, and organizes inspection results and relevant information into the record-keeping systems within established timelines.
- Conducts complex field inspections and studies to verify general conformity with engineering designs as represented on approved plans and/or industry practices.
- Prepares accurate and thorough field inspection and survey reports to verify general conformity with professional engineering techniques and methods in accordance with departmental and industry standards.
- Collects appropriate data to support complex design in compliance with regulatory agency requirements and/or with division practices.
- Resolves and documents technical discrepancies/issues in accordance with applicable codes and engineering practices.

LA County currently uses 1 **Building Official/Office Manager**. The minimum required certifications are a California licensed professional engineer. The responsibilities include:

- Assists in identifying and preparing plans that reflect schedule, staffing, funding sources, appropriate materials needed, technical requirements and all relevant stakeholders.
- Verifies that product quality meets established standards (e.g., Quality Assurance/Quality Control) according to divisional, departmental, and regulatory guidelines.
- Coordinates and responds to requests for information within established timelines.
- Participates in coordinating and building consensus between customers, divisions, and internal/external agencies.
- Accurately identifies and evaluates new legislation/regulations in order to determine the effect upon departmental operations and recommends a sound course of action.
- Informs technical staff of changes to pertinent laws, rules, and regulations within established timelines to ensure a clear understanding.
- Accurately interprets and explains rules, regulations and policies (e.g., engineering guidelines), and any changes, to staff within established timelines.
- Coordinates the training of staff in the use of applicable systems.
- Provides accurate technical guidance and relevant feedback within established timelines.
- Delivers training in a clear, technically accurate, concise, and professional manner that reflects current and sound engineering practices.
- Thoroughly prepares and makes presentations which are well organized and audience appropriate.
- Responds to inquiries accurately and thoroughly and when necessary, follows up on information or provides appropriate referrals within established timelines
- Assigns work to be completed within stated timelines to appropriate personnel and communicates work expectations.
- Implements new policies and procedures to improve productivity and quality of work.
- Selects employees for particular work assignments and assists in making recommendations for employees or release of personnel in accordance with varying workloads.
- Identifies and researches appropriate training needs and available resources to secure technical training on an-ongoing basis.
- Ensures all appropriate safety guidelines are followed and that staff members attend all required safety training.
- Ensures that staff work meets standards and/or expectations and is in compliance with established policies.

Through LA County, the City also has access to the LA County Department of Public Works' Electrical Engineers, Mechanical/Plumbing Engineers, Geotechnical Engineers, Soils Engineers, Methane Gas Mitigation Engineers, Drainage and Grading Engineers, on an as-needed basis. These experts do not have offices in City Hall.

The following Scope of Work represents the services and responsibilities the successful proposer will be expected to provide and perform. Please indicate the skills, ability and/or services which distinguish the firm to make it the best choice for the City. Additional services or tasks which, in your opinion, should be included must be clearly identified. Conversely, requested services or tasks which, in your opinion, should not be included, or are specifically excluded from the proposal, must also be clearly identified.

The Final Scope of Work, as may be modified through negotiations and/or by written addendum issued by the City, will be made part of the Agreement with the successful proposer.

1. BUILDING DIVISION ADMINISTRATION

- a. Consultant shall provide an ICC Certified Building Official. The Building Official shall be responsible for the daily administration of the Building Division activities, and shall perform the following services, including but not limited to:
 - i. Function as the Building Official as set forth in the California Building Code, in other City adopted building codes and ordinances, and as specified in Federal and State law.
 - ii. Issue Certificates of Use and Occupancy for buildings and structures.
 - iii. Manage, coordinate and oversee the building permit and plan check, building inspection, building counter and building code enforcement services so that they function as one building and safety organization.
 - iv. Maintain, amend and develop ordinances and regulations necessary to the implement and enforce the latest editions of the California Building Code, including any and all related Codes, or other uniform safety codes, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health safety and welfare of its citizens.
 - v. Make determination on the approval and use of alternative materials and methods of construction.
 - vi. Process and prepare Planning Commission and City Council reports and recommendations, and assist in the presentation of appeals regarding building and safety matters. Attend City Council, Planning Commission and other meetings as directed.
 - vii. Prepare building and safety code violation cases for submittal to the City Attorney's office when prosecution action is necessary to obtain compliance with the above codes and regulations.
 - viii. Make final interpretations concerning the application of building and safety codes.

- ix. Monitor the collection of building plan check, inspection, and permit fees and other building activity level indicators, submit monthly activity reports to the City based on this information, and notify the City of any staffing changes necessary to maintain the performance standards.
 - x. Perform all other administrative building and safety related duties, including developing and implementing office policies and procedures and assuring that files and plans are secured, organized and kept up to date.
 - xi. Meet with developers, homeowners, business owners, architects, engineers and the general public at the City or in the field, as the need dictates, to resolve grievances and/or respond to questions and ensure timely project processing in compliance with Federal, State and City laws and ordinances.
 - xii. Ensure all building related activity is entered into the City's permit tracking system in an accurate, complete and timely manner.
- b. Consultant shall provide to the City the technical assistance necessary to prepare the periodic updates the uniform building and safety, and fire codes, including any local amendments, in accordance with the schedules established by the State of California, including:
- i. Prepare the City's code ordinance updates, staff reports and attend City Council meetings.
 - ii. Coordinate with the Los Angeles County Fire Department and prepare the City code ordinance update regarding periodic updates to the Uniform Fire Code, including any local amendments, and ensure that the City's building and safety codes and the changes the Uniform Fire Codes are cross- referenced.
- c. Within the first thirty days of the Agreement, the Consultant shall assemble and review all existing City policies, ordinances and conditions pertaining to Building Division operations and document any areas of insufficient, incomplete or missing information. Based on this review, the Consultant shall develop a timetable for the preparation or revision of policies, ordinances and conditions and present a report to the Community Development Director for consideration.

2. BUILDING PLAN CHECK SERVICES

- a. Provide an ICC Certified Plans Examiner to be available at the Building Division Counter from 7:00 a.m. to 6:00 p.m., Monday through Thursday, except City designated holidays, to:
 - i. Manage, coordinate and oversee the building permit and plan check, building inspection, building counter and building code enforcement processes in the absence of the Building Official.
 - ii. Perform over-the-counter plan checks.
 - iii. Answer technical questions from the public, including inquiries regarding building and safety codes and regulations.
 - iv. Perform building plan checks.
 - v. Assist in more difficult inspections, in addition to other duties as assigned
 - vi. Have the ability to serve as Acting or Deputy Building Official in the absence of the Building Official/Community Development Director.
- b. Perform architectural, structural, plumbing, mechanical and electrical plan check review for buildings and structures for compliance with applicable Federal and State laws, building and safety codes, City ordinances, and acceptable engineering practices. Plans not checked by Consultant at the City's offices may be plan checked at the Consultant's local office.
- c. Confirm building use, occupancy, and type of construction, and review construction of buildings and structures to determine satisfaction of safety requirements.
- d. Check for compliance with all applicable codes adopted by the City, including, but not limited to: Uniform Housing Code, California Building, Mechanical, Plumbing, and Electrical Codes, Uniform Swimming Pool Code, Uniform Solar Energy Code, and Sign, Tent, and Relocated Building Codes and any applicable adopted local amendment, State of California codes or regulations.
- e. Review and approve building/structural revisions to plans required during construction.
- f. Calculate building permit and plan check fees, and review permit issuance.

- g. Coordinate building permit requirements and interface with City Departments and other agencies, including but not limited to the Public Works Department, Planning Division, the Los Angeles County Fire Department and the Environmental Health Department of the County of Los Angeles. This also includes Building Division review, comment and provision of “conditions of approval” for site plans and building plans as part of discretionary planning applications.
- h. Provide expedited plan check when requested by the City.

3. BUILDING INSPECTION SERVICES

- a. Provide building inspection services by fully trained/certified inspectors for all construction regulated by all applicable Federal, State and City building and safety codes/ordinances, and National Pollution Discharge and Elimination System Permit (NPDES) requirements.
- b. Inspect buildings and structures, for which building permits have been issued, for compliance with the approved plans and applicable codes and ordinances.
- c. Inspect for compliance with conditions of approval set forth by the City's Community Development Department, Planning Commission, and/or City Council.
- d. Coordinate with various City and County agencies and departments, including but not limited to the Los Angeles County Fire Department, Environmental Health Department of the County of Los Angeles and other governmental agencies providing services, and/or having jurisdiction over any aspect of a development project in order to obtain compliance with the above building and safety codes and regulations.
- e. Enforce conditions of approval associated with discretionary permits regarding building and safety regulations, as adopted by the City.
- f. During inspections, issue stop/correct work notices, or notices of violation when violations of the above referenced codes and regulations occur.
- g. Provide all vehicles, fuel, maintenance and other equipment necessary for field personnel to carry out building permit inspections and duties.
- h. Provide special inspections by qualified inspectors and conduct investigations as directed by the City, including field and office research and the preparation of letters and/or documents.
- i. Input daily inspection information into the City’s computer permit tracking system.

4. BUILDING CODE ENFORCEMENT

- a. Provide inspection, investigation, and enforcement for violations to all the above-referenced building and safety codes and regulations, as well as other adopted City ordinances which relate to building and safety issues, such as various sections of the City's Noise and Nuisance Abatement Ordinances.
- b. During inspections, prepare, document and issue stop/correct work notices, or notices of violation when violations of the above referenced codes and regulations occur.
- c. Prepare inspection logs, notice of violations and other documents of building and safety code violation cases for submittal to the City Attorney's office when prosecution action is necessary to obtain compliance with the above codes and regulations.

5. BUILDING COUNTER OPERATIONS

- a. Receive, process and issue building permits and coordinate the plan check and inspection process, including the tracking, routing and storage of building plans and the filing of building permit applications. Input information into city's computer tracking system.
- b. Monitor and track the status of building permit applications and plan checks for expiration and develop a process to notify applicants prior to the expiration of their building permits.
- c. Keep daily logs of building permit and inspection activities. Submit monthly, quarterly and annual reports of Consultant's activities to the City. The reports shall include, but not be limited to, the fees collected, the staffing levels provided, the staff hours expended, the number of permits issued, the number of inspections (by type) made, and other financial, operational, and statistical information pertinent to the Building Plan Check and Inspection services process.
- d. Provide public information regarding building permit applications, plan check and inspection services and related matters.
- e. Identify and collect all required fees for building permit applications and other Building Division services. Facilitate the collection of fees from other department and/or agencies that are due and payable prior to or concurrent with the issuance of a building permit.

- f. Establish, maintain and update all forms in compliance City requirements, regulations, adopted standards, State or other laws and ordinances necessary for the operation of the Building Division, including "hand-out" sheets which explain building permit application processing procedures identified as being provided by the City.
- g. All approval stamps, applications, forms and other documents used in providing Building and Safety Services to the City shall be identified with the City Seal and other identification indicating that the approval stamps, applications, and documents are from the City of Carson. All of the stamps, applications, forms, and other documents or supplies shall be the property of the City. (Costs for the provision of these processing tools and supplies shall be the responsibility of the City.)

6. PERFORMANCE STANDARDS & MONITORING

- a. The Consultant shall be responsible for providing monitoring information to the City that shows achievement of the performance standards and that personnel are providing helpful and courteous service to customers. The monitoring may include, but is not limited to, customer feedback through written questionnaires and interviews and observations at the building counter and during building permit inspections, and monthly statistical reports.
- b. City has established Performance Standards that are to be applied to the processing of plan checks, building permits, and general service to the public that interacts with the Community Development Department. These Performance Standards are described in subsections below. The Consultant recognizes the targets established in the Performance Standards, and will adhere to these measures in the performance of its services for the City. The City reserves the right to add, amend or eliminate Performance Standards at any time during the term of this Agreement. The City may use the Performance Standards to gauge the effectiveness of the Consultant's service to the City. At the City's request, the Consultant shall be responsible for providing monitoring information which shows that personnel providing services to the City are achieving the Performance Standards.
- c. Consultant shall provide services which meet the following maximum expected turn-around-times for plan check and inspection services. In practice, Consultant shall provide these services with the fastest turn-around-time feasible.

Additionally, the following Performance Standards shall be used as a guide to determine staff levels.

- i. Plan Check - The initial check for building plans for new large scale high density multi-family and mixed-use projects shall be completed within twenty (20) working days or less from the date of plan submittal.

The initial check of building plans for new commercial, industrial and residential buildings shall be completed within ten (10) working days or less from the date of plan submittal.

The initial check of building plans for commercial, industrial and residential remodels, renovations and additions shall be completed within five (5) working days or less from plan submittal.

All rechecks of building plans shall be completed within five (5) working days or less from resubmittal.

Plan Check review for routine and simple structures and items shall be completed over-the-building counter. Routine and simple structures and items include, but are limited to; reroofs; patio covers; and fences/walls.

- ii. Inspection - All building inspections requested by 4:00 p.m. on a working day shall be conducted on the next working day with an a.m./p.m. commitment and a two (2) hour window.

As special circumstances may dictate, after hour or weekend inspections will be conducted.

At all times, building inspectors shall conduct themselves in a courteous and professional manner and utilize the phone to help coordinate and narrow inspection times with applicants.

- iii. Counter - Provide service and support for the building counter a minimum of eight (8) hours per working day. The building counter shall be open to the public and sufficiently staffed from the hours of 7:00 a.m. to 6:00 p.m., Monday through

Thursday, excluding City holidays. Counter hours may be subject to a reasonable change by the City, including but not limited to, the hours of 7:00 a.m. to 6:00 p.m., with the potential for staggered work hours to cover the additional time.

Keep written information regarding building permit application, plan check and inspection process updates.

Answer the building counter phone when not with a customer at the counter and return telephone calls within two hours. Respond to all email inquiries within one working day.

On an as needed basis, assist the City in providing or updating any Building Division information on the City's website.

B. STAFFING LEVELS AND COST OF SERVICES

1. STAFFING LEVELS

Identify the number of persons for each position that would be assigned to the City to provide the requested services. Indicate by name and title those persons that will be providing Administration, Plan Check, Inspections and Counter services. Clearly indicate if each person will be assigned at the City full-time, part-time, as-needed, off- site and whether persons assigned will be providing multiple services (i.e.: Administration and Plan Checks). Multiple staffing level options may be proposed that are based on upon a certain level of permit activity.

2. COST PROPOSAL

Provide a detailed cost proposal to accomplish and provide the services requested. Identify hourly rates, fee formulas and/or other methods of determining the cost to provide the services requested. Identify any variations or formulas in the cost proposal that are based on certain levels of permit activity.

It is anticipated that a portion of fees due Consultant would be retained each month and reviewed annually to ensure there is adequate funding at the end of the Agreement to complete any work in progress for outstanding plan check and inspection work previously paid to Consultant.

SAMPLE ONLY – DO NOT COMPLETE

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF CARSON AND

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2023 by and between the CITY OF CARSON, a California municipal corporation (“City”) and _____, a _____ (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 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 the Agreement.

1.4 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.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ Dollars (\$_____) (“Contract Sum”).

2.2 Invoices. Each month Consultant shall furnish to City an original invoice 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 subcontractor contracts. Subcontractor 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, City will use its best efforts to cause Consultant to be paid within forty five (45) 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 the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 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 order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost 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 ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

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 but not exceeding thirty (30) 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 ten (10) 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 one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. _____ is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel 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, and shall keep City informed of any changes.

4.2 Contract Officer. [_____ or] such person as may be designated by the City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

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. Consultant shall perform all services required herein as an independent contractor of City 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, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per

occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

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

(f) 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 be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled,

the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

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, 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, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

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 and shall keep such records for a period of three years following completion of the services hereunder. 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.

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 or as the Contract Officer shall require.

6.3 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 the City without prior written authorization from the Contract Officer.

(b) Consultant 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 the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the 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 the City should Consultant 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 thereunder. The 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 the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the 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 the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. 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.

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. 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 presumptively thirty (30) days, but may be extended, 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. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 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 any legal action under this Agreement.

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.

7.4 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 thirty (30) 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. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. 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. Except where the Consultant has initiated termination, the 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. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, 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.

8. MISCELLANEOUS

8.1 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 ensure 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

8.2 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.

8.3 Notice. 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 Carson, 701 East Carson, Carson, California 90745 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.

8.4 Integration; Amendment. 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. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of 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 portions 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.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

8.7 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 any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 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.

8.9 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.

8.10 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 _____

8.11 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) the 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 the following page.]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, 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 _____, 2023 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 <div style="text-align: center; border-bottom: 1px solid black;">TITLE(S)</div> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____ _____ | _____ TITLE OR TYPE OF DOCUMENT _____ NUMBER OF PAGES _____ DATE OF DOCUMENT _____ SIGNER(S) OTHER THAN NAMED ABOVE |
| SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ | |

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the following Services:**
 - A.**
 - B.**
 - C.**

- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A.**
 - B.**
 - C.**

- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**
 - A.**
 - B.**
 - C.**

- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A.**
 - B.**
 - C.**

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

| | | RATE | TIME | SUB-BUDGET |
|-----------|---------------|-------------|-------------|-------------------|
| A. | Task A | _____ | _____ | _____ |
| B. | Task B | _____ | _____ | _____ |
| C. | Task C | _____ | _____ | _____ |
| D. | Task D | _____ | _____ | _____ |
| E. | Task E | _____ | _____ | _____ |

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

- A.** Line items for all the work performed, the number of hours worked, and the hourly rate.
- B.** Line items for all materials and equipment properly charged to the Services.
- C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed \$ _____, as provided in Section 2.1 of this Agreement.

VI. Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely in accordance with the following schedule:

| | | <u>Days to Perform</u> | <u>Deadline Date</u> |
|-----------|---------------|-------------------------------|-----------------------------|
| A. | Task A | _____ | _____ |
| B. | Task B | _____ | _____ |
| C. | Task C | _____ | _____ |

II. Consultant shall deliver the following tangible work products to the City by the following dates.

- A.**
- B.**
- C.**

III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.