

REQUEST FOR PROPOSALS (RFP)

FOR

ON-CALL

PUBLIC WORKS INSPECTION SERVICES



CITY OF LAGUNA NIGUEL
Public Works Department
30111 Crown Valley Parkway
Laguna Niguel, CA 92677
(942) 362-4337

October 26, 2018

NOTICE INVITING PROPOSALS

PUBLIC NOTICE IS HEREBY GIVEN that the City of Laguna Niguel is soliciting Request for Proposals from consultants to support the City's Public Works Department through an on-call Public Works Inspection Services Agreement. Due to a vacancy, the City is seeking a proposal for contract public works inspection services for approximately 30 hours per week and may possibly become 40 hours a week in the future. Proposals shall be submitted by firms that have a capable and demonstrable background in the type of work described in Section II "Scope of Work/Services". Experience performing similar scopes of work with State and or local government agencies is required. In addition, all interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, specialized consultants and financial resources to carry out the work without delay or shortcomings. For your reference, please find attached the City Map as Exhibit "A".

Proposal packages will be received at the office of Public Works Department, City of Laguna Niguel, 30111 Crown Valley Parkway, Laguna Niguel, CA 92677 until 2:00 p.m. on Friday, November 16, 2018.

All questions or clarifications shall be submitted via email to Dorna Farhadi, Senior Management Analyst, at dfarhadi@cityoflagunaniguel.org no later than 2:00 p.m. on Friday, November 9, 2018. The City will respond to all written questions by issuing a written addendum no later than 5:00 p.m. on Tuesday, November 13, 2018.

Consultants shall submit the Proposal in a sealed package consisting of: a signed original, identified as "Original" and three copies of the Proposal. Proposals may be delivered in person or by mail in a sealed package marked on the outside, **"REQUEST FOR PROPOSAL FOR ON-CALL PUBLIC WORKS INSPECTION SERVICES". DO NOT OPEN WITH REGULAR MAIL.** with Consultant name and address, addressed to:

Jacki Scott
Public Works Director/City Engineer
City of Laguna Niguel
Public Works Department
30111 Crown Valley Parkway
Laguna Niguel, CA 92677

Consultant shall submit two copies of its Fee Proposal in a separate sealed envelope, addressed as shown above, bearing the Consultant's name and address, and clearly marked as follows:

"FEE PROPOSAL FOR ON-CALL PUBLIC WORKS INSPECTION SERVICES." DO NOT OPEN WITH REGULAR MAIL.

Late Proposal packages shall be rejected and returned unopened without exception.

I. INTRODUCTION

The City of Laguna Niguel is inviting qualified consultants to submit Request for Proposals (RFP) for professional public works inspections services on an as-needed basis for a period of two and half years commencing January 1, 2019 through June 30, 2021 subject to renewal administratively by two additional one year periods, based upon an evaluation of the Consultant's performance by City staff. Due to a vacancy, the City is seeking a proposal for contract public works inspection services for approximately 30 hours per week and may possibly become 40 hours a week in the future.

The City's designated staff will evaluate all proposals received. During the review process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from those that submit Proposals, or allow clarifications, corrections of errors or omissions. Any and all changes in the RFP will be made by written Addendum as presented in Section I, C - Addendum.

The City reserves the right to retain all Proposals submitted. Submission of a Proposal indicates the Consultant's acceptance of the conditions contained in this RFP, unless clearly and specifically noted in the Proposal submitted and confirmed in the Agreement between the City and the Consultant(s) selected.

The preparation of the Proposal will be at the expense of the Consultant. There is no expressed or implied obligation for the City to reimburse responding Consultants for any expense incurred in the preparation of the Proposal in response to this request. All Proposals submitted to the City shall become properties of the City and will not be returned. If any information in your Proposal is confidential and/or proprietary, please further submit a separate, redacted copy for servicing public records request.

The City reserves the right to reject any or all Proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion is in the best interest of the City. Any consultant may withdraw his/her Proposal, without obligation, at any time prior to the scheduled closing time for receipt of Proposals. A withdrawal will not be effective unless made by written notification and received prior to the closing date. Proposals may later be referred to the City Council for appropriate action.

All Proposals are due no later than **2:00 p.m. on Friday, November 16, 2018. Late submissions will not be accepted.** To be considered, Consultants shall submit a sealed package consisting of: a signed original Proposal, identified as "Original" and three (3) copies of the Proposals. All Proposal packages may be delivered in person or by mail in a sealed package marked on the outside, **"REQUEST FOR PROPOSAL FOR ON-CALL PUBLIC WORKS INSPECTION SERVICES," DO NOT OPEN WITH REGULAR MAIL,** with Consultant name and address, addressed to:

Jacki Scott
Public Works Director/City Engineer
City of Laguna Niguel
Public Works Department
30111 Crown Valley Parkway
Laguna Niguel, CA 92677

Consultants shall also submit two copies of its Fee Proposal in a separate sealed envelope, addressed as shown above, bearing the Consultant's name and address, and clearly marked as follows:

“FEE PROPOSAL FOR ON-CALL PUBLIC WORKS INSPECTION SERVICES.” DO NOT OPEN WITH REGULAR MAIL.

A. AGREEMENT

This Agreement shall be for a period of two years and six months beginning January 1, 2019 through June 30, 2021, subject to renewal administratively by two additional one year periods. Based upon recommendations by the City that the Consultant has fully complied with the agreement requirements and that it is in the interest of the City to continue the Agreement, then the Agreement will be extended administratively. The total term of the Agreement shall not exceed four years and six months. The fee Proposal shall be valid for the initial two years and six months term of the Agreement.

Where the Consultant wishes to propose alternative approaches to meeting the City of Laguna Niguel's contractual requirements, these shall be thoroughly explained. If no contractual exceptions are noted, Consultant will be deemed to have no objection to the contract requirements as set forth in Exhibit “C”, “Sample Professional Services Agreement.

The Agreement shall be signed by the successful consultants(s) and returned with the required insurance within ten days, not including Sundays and legal holidays, after the City has provided written notice that the Agreement has been awarded. Failure to execute the Agreement and file acceptable insurance documents as provided herein shall be just cause, at the City's option for annulment of the Agreement award. Please review the insurance requirements as stated in the attached sample Agreement.

Should the successful consultants(s) decline to execute the Agreement, the City Council has the option to either reject all Proposals or call for new Proposals or acceptance of other Proposals.

B. ADDENDA

Any changes to the RFP will be made by written addendum and posted on the City website. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of the resulting Agreement. The City of Laguna Niguel will not be bound to any modifications or deviations from the

requirements set forth in this RFP as the result of oral instructions. Consultants shall acknowledge receipt of addenda in their qualification package using the Proposal Acknowledgements form as presented in Exhibit “B”. Failure to acknowledge receipt of all addenda may cause a proposal to be deemed non-responsive.

All questions or clarifications shall be submitted via email to Dorna Farhadi, Senior Management Analyst, at dfarhadi@cityoflagunaniguel.org no later than 2:00 p.m. on Friday, November 9, 2018. The City will respond to all written questions by issuing a written addendum no later than 5:00 p.m. on Tuesday, November 13, 2018.

C. JOINT OFFERS

Where two or more Proposers desire to submit a single proposal in response to this RFP, they shall do so on a prime-sub-consultant basis rather than as a joint venture. The City of Laguna Niguel intends to contract with a single firm and not with multiple firms doing business as a joint venture.

D. SCHEDULE

The City reserves the right to make changes to the below tentative schedule for selection and award of the Consultant Agreements.

- Issue Request for Proposals Friday, October 26, 2018
- Request for Proposals due to City Friday, November 16, 2018
- Complete Evaluation of Proposals Friday, November 30, 2018
- Possible Oral Interviews of candidate Week of Dec 3
- Recommendation for Consultant(s) and Award of Agreement(s) Tuesday, December 18, 2018

The City anticipates obtaining 30 – 40 hours per week Public Works Inspector to commence services in January 2019 for an anticipated 6 – 9 months period. The Agreement will be valid for a period of 2 years and 6 months beginning January 1, 2019 through June 30, 2021, subject to renewal administratively by two additional one year periods.

II. SCOPE OF SERVICES

The City of Laguna Niguel is seeking proposals from qualified Consultants to provide on-call public works inspection services for approximately 30 hours per week and may possibly become up to 40 hours per week, due to a vacancy.

Public Works Inspector Services

Provide public works construction inspection services in the public right-of-way, which includes:

- Contract administration/oversight for Public Works maintenance contracts.
- Inspect and approve all phases of public and private construction and improvement work to assure that the appropriate construction is completed in compliance with the plans, standards, specifications, special requirements, codes and regulations. Issue correction notices or approvals as required.
- Inspect and approve construction and installation of streets, curb, gutter, sidewalk, storm drains, irrigation lines, cross connection control devices, asphalt rehabilitation and overlays, slurry seal, retaining walls, earth slopes, street lights, park improvements and related utilities and structures.
- Inspect construction work under encroachment permits.
- Inspect to assure compliance with Federal, State and local standards for right-of-way, street-use, and other permits issued to private utilities or contractors.
- Coordinate activities and schedules with utility companies, contractors, property owners, and other City departments; resolve conflicts within scope of authority.
- Check for proper use and placement of traffic control devices to assure compliance with the WATCH handbook or specific traffic control plan.
- Compile information and prepare construction reports as required.

III. SUBMITTAL REQUIREMENTS

This RFP is intended to assess each firm's capabilities to provide as-needed Public Works Inspection Services for the City of Laguna Niguel and to evaluate responses to the expected scope of work. Each firm must address each of the following items in their response to this RFP:

1. Cover letter identifying the proposed areas of interest and key individuals who will be involved in the RFP scope of work. Identification shall include the legal name of company, corporate address, telephone number and email address of the firm's contact person. Cover letter shall also acknowledge the proposal and receipt of all addenda, if any as using the

Proposal Acknowledgement form as presented in Exhibit “B”.

2. Description of the firm’s background, experience and qualifications.
3. Provide brief resumes of the proposed key personnel to be assigned to the RFP scope of work.
4. Include a minimum of three references for similar projects or contracts completed within the past five years. Include the project cost and year of completion, along with the project manager’s name, address and phone number. Rank them according to their similarity to the City of Laguna Niguel and your understanding of the general scope of work. Describe the project or type of work provided for each reference.
5. Describe your firm’s approach to the scope of work.
6. Delineate your firm’s strengths as related to the scope of work.
7. Provide a fee proposal in a separate sealed envelope applicable for services being provided per the RFP. Also, include overtime hourly rates, mileage costs and pricing for any additional billing requirements (such as blueprint fees, etc.), if applicable. Fees shall remain valid for the initial two years and six months term of the Agreement. Thereafter, rates may be reviewed on an annual basis; however, any proposed rate increase shall not exceed the current Consumer Price Index (CPI). Fees quoted at the commencement of any specified project shall remain valid throughout the duration of the Agreement.
8. Although there is no page limit on this Proposal package, please provide brief, concise, relevant information that best pertains to this particular type of service. Emphasis should be placed on the proposed personnel and their experience relative to the proposed services. Work performed years ago by personnel no longer with the firm is not necessary to include.

IV. EVALUATION OF PROPOSALS

A. EVALUATION CRITERIA

The City of Laguna Niguel will review and evaluate the proposals based on the following criteria:

- Proposed Personnel – The experience and qualifications of the proposed personnel and the firm on similar projects. The availability of proposed personnel and overall firm capabilities to meet the additional needs of the City.
- Project Approach – The proposed project approach and services that

the firm is capable of providing and the firm's approach meets the needs of the City.

- Project Controls – The firm's ability to control costs and provide accurate and timely invoices; to monitor and stay within budget, to monitor schedule and review times and describe the techniques used to complete projects within the proposed time frames.
- Client References

B. EVALUATION PROCEDURE

An Evaluation Committee, comprised of City staff, will review and score all Proposals based on the Evaluation Criteria stated above. Once, Proposals have been reviewed and scored, the Fee Proposal package of those Proposals under consideration will be opened and reviewed. All proposals under consideration along with their respective fees will be submitted to the Director of Public Works for final determination.

During the evaluation process, the Committee may, at its discretion, request any one or all Consultants to make oral presentations. Such presentations will provide Consultants with an opportunity to answer any questions the Committee may have on their Proposal package. Not all Consultants may be asked to make such oral presentations. The interview process will primarily focus on the key personnel proposed by the Consultant to perform work for this City. The City may also request the presence of the Consultant's principal-in-charge, if necessary.

C. NOTIFICATION OF AWARD

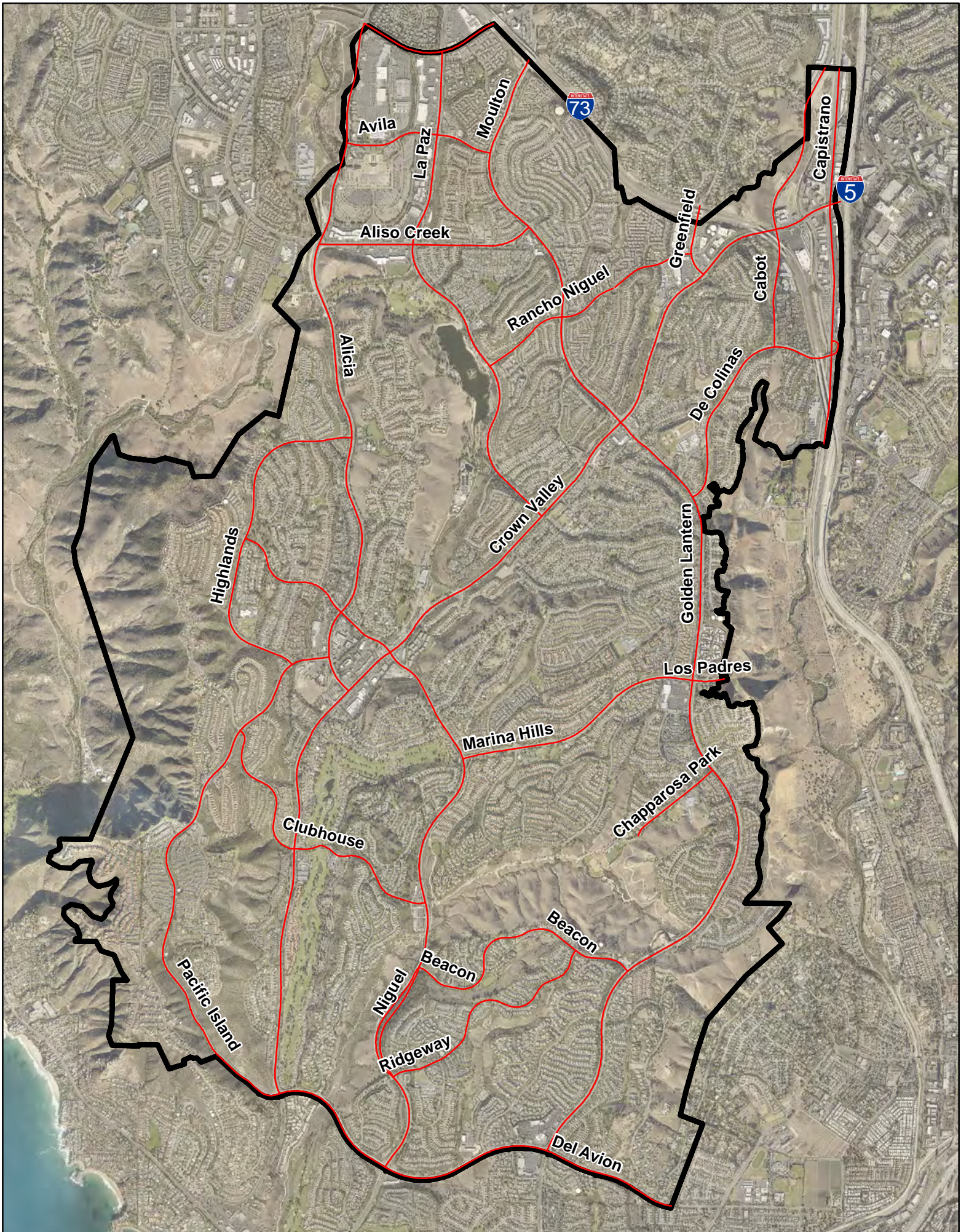
Consultants who submit a proposal in response to this RFP shall be notified by email regarding the firm who was awarded the contract.

EXHIBITS:

- A. City Map
- B. Proposal Acknowledgement Form
- C. Sample Professional Services Agreement

EXHIBIT “A”

City Map



Avila

La Paz

Moulton

Aliso Creek

Rancho Niguel

Greenfield

Cabot

Capistrano

Alicia

De Colinas

Crown Valley

Highlands

Golden Lantern

Los Padres

Marina Hills

Chapparosa Park

Clubhouse

Pacific Island

Beacon

Niguel

Ridgeway

Del Avion



City of Laguna Niguel



EXHIBIT “B”

Proposal Acknowledgement Form

PROPOSAL ACKNOWLEDGMENT

The Proposer hereby acknowledges receipt of addenda number (s) _____.

By signing below, you agree to all terms and conditions in this RFP, except where expressly described in your cover letter.

Original Signature by Authorized Officer/Agent

Vendor's Tax ID Number (FEIN)

Type or print name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

FAX Number

City, State, Zip

Proposal Valid Until (at least 90 days)

E-Mail Address

Website Address

The Proposer is organized as a (corporation, partnership, etc.) _____

If a corporation, the state where it is incorporated:

EXHIBIT “C”

Sample Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into the _____ day of _____, _____, by and between the City of Laguna Niguel, a municipal corporation, hereinafter the "City", and _____, a _____ [capacity] hereinafter the "Consultant".

R E C I T A L S:

1. [State reason why services are needed and nature of required services.]
2. [Describe the request for proposal/bidding process.]
3. [State that Consultant has proposed to render the required services.]
4. [State that Consultant has the qualifications to render the required services.]
5. [State that City desires to enter into an agreement with Consultant to provide the required services.]

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Services to be Performed by Consultant. Consultant agrees to perform the professional services for City and to prepare and deliver the work products to City [, in a manner satisfactory to City,] as described in Consultant's proposal dated _____, ("Scope of Work") which is attached hereto as Exhibit "____." [With the following exceptions:

- a.
- b.
- c.

[Additional subparagraph for "as needed services." It is understood that the professional services and work products required by Exhibit "____" will be provided on an as needed basis with the City determining and advising the Consultant as to when the professional services and items of work are required to be provided or completed by the Consultant.]

2. Additional or Different Services. Any proposed changes in the Scope of Work [and/or professional services which are the subject of this Agreement] shall be made only by written amendment to this Agreement.

3. Term. This Agreement shall become effective on the date stated above and will continue in effect [for a period of ninety (90) days thereafter] [or until the work required by this Agreement is completed] [indefinitely] subject to termination as provided in paragraph 27 except the indemnification provisions contained in paragraph ____ shall remain in full force and effect after the

Agreement is terminated.

4. Payment for Services. City agrees to pay Consultant for providing the professional services which are described in Exhibit "___", and to pay for those services in the amount and in the manner and at the times set forth in Exhibit "___".

Upon submission of each invoice, if the City is satisfied that the Consultant has performed the services described therein, the City shall promptly approve the invoice, in which event, payment shall be made within thirty (30) days of receipt of the invoice by City. Such approval shall not be unreasonably withheld. If City does not approve an invoice, the City shall notify Consultant in writing of the reasons for the non-approval within seven (7) days of receipt of the invoice.

5. Ownership of Documents and Drawings. All original drawings, plans, designs, reports, notes, calculations, maps, and other documents developed during the course of Consultant providing the professional services required by Exhibit "A" shall be the property of the City and shall be provided by Consultant to City upon their completion. Further, even if this Agreement is terminated, said documents shall be the property of the City and may be used by City as it determines appropriate.

6. Time is of the Essence. Consultant agrees to perform the services and deliver the work products provided for herein in strict accordance with any schedules set forth in the attached Exhibit "___". [or if no schedules are included, when reasonably requested by City.]

7. Consultant to Supply Instrumentalities. Consultant shall supply all instrumentalities [and tools] required to perform the services under this Agreement.

8. Licenses; Standard of Care.

- a. Consultant represents and agrees that all personnel engaged by Consultant in performing services are and shall be fully qualified and are authorized or permitted under state and local law to perform such services. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals required of its profession to provide the services and work required to be performed by this Agreement. Consultant further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.
- b. Consultant shall perform the services under this Agreement in a skillful and competent manner. The Consultant shall be responsible to City for any errors or omissions in the performance of work pursuant to this Agreement. Should any errors caused by Consultant be found in such services or products, Consultant shall correct the errors at no additional charge to City by redoing the professional work and/or revising the work product(s) called for in the Scope of Work to eliminate the errors.

9. Legal Responsibilities. Consultant shall keep itself informed of all State and Federal laws and regulations which may, in any manner, affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall, at all times, observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Consultant to comply with this paragraph.

10. Non-Assignability. Neither this Agreement nor any rights, title, interest, duties or obligations under this Agreement may be assigned, transferred, conveyed or otherwise disposed of by Consultant without the prior written consent of City.

11. Subcontracting Subject to Approval. Consultant may not subcontract any portion of the work required by this Agreement to other persons or firms unless Consultant first obtains the written consent of City to engage in such subcontracting.

[Additional optional subparagraphs. In requesting permission to subcontract any portion of the services contemplated by this Agreement, Consultant shall provide to City a precise written description of:

- a. The nature and scope of the work to be subcontracted, and the reason(s) such subcontracting is required or desired.
- b. The qualifications of the subcontractor.
- c. A statement signed by such subcontractor indicating that the subcontractor is not representing or providing services to any party, either by contract, subcontract, or other arrangement which party has interests which could reasonably be perceived as adverse to those of City, and that if approved as subcontractor with regard to the subject Agreement between City and Consultant, said subcontractor will abide by all pertinent provisions of the Agreement between City and Consultant including, but not limited to providing direct written notice to City consistent with the procedures set forth in Section 11 of such Agreement in the event subcontractor finds itself representing or being requested to represent a party whose interest(s) may reasonably appear to be adverse to those of City. Subcontractor shall also provide a copy of such notice to Consultant.]

[Comment: This subparagraph is only necessary if there are concerns about the Consultant subcontracting some of the services.]

12. Independent Consultant. Consultant is and shall at all time remain as to City a wholly

independent contractor. Neither the City nor any of its officers, employees, or agents, shall have control over the conduct of the Consultant or any of the Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents, are officers, employees, or agents, of the City. Except as specified in writing by City, Consultant shall have no authority, expressed or implied, to act on behalf of City, and Consultant shall have no authority, expressed or implied, to incur any obligation or liability against the City. Consultant shall be responsible for and pay all taxes and other payments for Consultant and its employees for Federal and State income taxes, including withholding of taxes, Social Security, worker's compensation insurance, State disability insurance, unemployment insurance, and all other similar items.

13. Administration. This Agreement will be administered by the City Manager's Office [or some other officer or department]. The City Manager or his designee shall be considered the Project Administrator and shall have the authority to act for the City under this Agreement. The City Manager or his designee shall represent the City in all matters pertaining to the services to be rendered pursuant to this Agreement.

14. Progress. Consultant is responsible to keep the Project Administrator and/or his designee informed on a regular basis regarding the status and progress of the work being performed pursuant to this Agreement.

15. Cooperation of City. City agrees to comply with all reasonable requests of Consultant and provide access to all documents reasonable necessary for the performance of Consultant's duties under this Agreement.

16. Confidentiality. No news releases, including photographs, public announcements, or confirmations of the same, of any part of the work being performed pursuant to this Agreement shall be made without prior written approval of the City. The information which results from performing the services required by this Agreement is to be kept confidential unless the release of information is authorized by the City.

17. Conflicts of Interest. Consultant represents that it is not currently engaged in and has not contracted to perform work on the behalf of any party or parties whose interests are or would reasonably appear to be adverse to those of City. In the event that Consultant should discover that it has represented, is representing or is being requested to perform work for a party or parties with interests adverse to those of City, Consultant shall immediately notify City in writing of such situation. Said notification requirement shall apply to all work performed by Consultant for another party or parties, with interests adverse to those of City, on a subcontract as well as on a contract or other basis. Further, the Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose financial interest that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest. If subject to the Act, Consultant shall comply with all requirements of the Act. Failure to do so constitutes a material breach and is grounds for

termination of this Agreement by the City.

Consultant agrees not to provide services within the City boundaries for any other public or private entities without prior written approval from City.

18. Indemnification. Consultant shall indemnify, protect, defend and hold harmless, City and its Council members, officers, employees, agents, and representatives from any suits, claims, actions, liability or damages of whatsoever kind and nature that may arise from or is in any way related to Consultant's performance of work pursuant to this Agreement. This provision shall survive the term of this Agreement.

19. Insurance.

a. Without limiting Consultant's indemnification of City as described in paragraph 18, Consultant, prior to the commencement of providing services, shall obtain, provide and maintain, at its own expense, during the term of this Agreement, a policy or policies of insurance from insurance carriers admitted to do business in the State of California, satisfactory to City, which contain the coverage described below. This insurance shall be primary to any insurance maintained by City and City insurance shall not contribute to any judgment rendered against City.

(1) Worker's Compensation Insurance as required by the laws of the State of California providing coverage for any and all employees of Consultant.

or

[Worker's Compensation Insurance as is required by the laws of the State of California.]

(2) Comprehensive General Liability Insurance for claims for bodily injury, death or property damage which may arise from the performance of Consultant's Services under this Agreement. Such insurance shall be in an amount of at least \$1 million per occurrence and \$2 million in the aggregate.

(3) Professional Liability Insurance, or errors and omissions insurance, for claims for bodily injury, death, property damage, or economic loss which may arise from the performance of the Consultant's work under this Agreement. Such policies shall be in the amount of \$1 million per occurrence and in the aggregate.

(4) Automobile Liability Insurance covering bodily injury and property damage for all activities of the Consultant arising out of in

connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1 million combined single limit for each accident.

(5) Certificates of Insurance shall be provided by the Consultant's insurance company as evidence of the above-indicated policies. The City of Laguna Niguel and its Council members, officers and employees shall be named as additional insureds under policies mentioned in paragraph (2).

(6) Said Certificates of Insurance shall provide that thirty (30) days written notice of cancellation shall be given to the City in the event of cancellation and/or reduction in coverage of any nature.

b. Consultant shall include subcontracting consultants, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for each subcontractor shall be subject to the requirements stated herein.

20. Nondiscrimination by Consultant. Consultant represents and agrees that Consultant, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, handicap, or national origin. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

21. City's Rights to Employ Other Consultants. City reserves the right to employ other consultants in connection with the subject matter of the Scope of Work.

22. Consultant's Records. Consultant shall keep records and invoices in connection with its work performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

23. Notices. Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery or by mail. Mailed notices shall be addressed to the address of the parties to be notified which appears below, but each party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed

communicated as of actual receipt. Mailed notices will be deemed communicated and received as of five (5) calendar days following the date of mailing of the notice.

CITY: City of Laguna Niguel
Attn: City Manager
30111 Crown Valley Parkway
Laguna Niguel, California 92677

CONSULTANT: _____

24. Entire Agreement. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services described in Exhibit "___" hereto by Consultant for City and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this Agreement shall be valid or binding. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both [all] parties to this Agreement.

25. Exhibits. The Exhibits referenced in this Agreement are attached hereto and incorporated herein by this reference as though set forth in full in the Agreement.

26. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California. Any legal action in which enforcement of the terms and conditions of this Agreement is requested, or in which it is alleged that a breach of this Agreement has taken place, shall be filed and prosecuted in the County of Orange, California.

27. Termination. City [or either party] may terminate this Agreement, without cause or penalty, by providing written notice to the other party that the Agreement is terminated. Said written notice shall be provided at least fifteen (15) days [or some other appropriate period of time] in advance of the termination date. Unless terminated as provided herein, this Agreement shall continue in effect for the period set forth in Section 3. [If City terminates this Agreement pursuant to this paragraph, Consultant's compensation shall be paid based on the percentage of the required services performed.]

28. Breach of Agreement. If Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that

Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of City to object to any default in the performance of the terms and conditions of this Agreement shall not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

29. Attorney Fees. If any legal proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

30. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

31. Successors and Assigns. The terms and conditions of this Agreement shall be binding on the successors and assigns of the parties to this Agreement.

32. Authority to Sign. The person [or persons] executing this Agreement on behalf of the Consultant warrants and represents that he [she/they] has [have] the authority to execute this Agreement on behalf of the Consultant and has [have] the authority to bind the Consultant to the performance of the obligations hereunder.

///

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

"CITY"

CITY OF LAGUNA NIGUEL

By: _____

Print Name: _____

Title: _____

ATTEST:

Eileen Gomez,
City Clerk

APPROVED AS TO FORM BY THE
CITY ATTORNEY FOR THE
CITY OF LAGUNA NIGUEL,
CALIFORNIA

Terry E. Dixon, Esq.
City Attorney

"CONSULTANT"

[insert name of company]

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

[Signatures are to be notarized; attach Acknowledgement.
Need two signatures if Consultant is a corporation.]

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
COMPENSATION

6/22/17