



**CITY OF LAGUNA NIGUEL
REQUEST FOR PROPOSALS
FOR
LOCAL HAZARD MITIGATION PLAN PREPARATION
SERVICES (COMPREHENSIVE UPDATE)**

Administration Department
30111 Crown Valley Parkway
Laguna Niguel, CA 92677
(949) 362-4337

**Proposals must be received by:
Friday, October 1, 2021
at 2:00 P.M.**

NOTICE INVITING PROPOSALS

PUBLIC NOTICE IS HEREBY GIVEN that the City of Laguna Niguel is requesting proposals from consultants to coordinate, facilitate, and prepare a new City of Laguna Niguel Local Hazard Mitigation Plan (LHMP) pursuant to the Disaster Mitigation Act of 2000, implementing regulations and guidance as they apply to local governments. The plan will be consistent with the State of California's guidelines and the Federal Emergency Management Agency's (FEMA) requirement for approved mitigation plan.

Qualifications shall be submitted by firms that have a capable and demonstrable background in the type of work described in Section II – Scope of Work. 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.

All completed written Proposals must be submitted in sealed envelopes marked and received prior to **2:00 pm on Friday, October 1, 2021**, to the address below. Proposals will not be accepted after this deadline.

**City of Laguna Niguel
ATTN: Administration Department
30111 Crown Valley Parkway
Laguna Niguel, CA 92677**

All questions or clarifications shall be submitted via email to Emergency Services Coordinator, Phil Robinson at PRobinson@cityoflagunaniguel.org no later than 5:00 p.m. on Friday, September 17, 2021. The City will respond to all written questions by issuing a written addendum and the information will be posted on the City's website at www.cityoflagunaniguel.org.

SECTION I - INTRODUCTION

The City of Laguna Niguel (“City”) is seeking a qualified consultant to coordinate, facilitate, and prepare a new City of Laguna Niguel Local Hazard Mitigation Plan (LHMP) pursuant to the Disaster Mitigation Act of 2000, implementing regulations and guidance as they apply to local governments. The plan will be consistent with the State of California’s guidelines and the Federal Emergency Management Agency’s (FEMA) requirement for approved mitigation plan.

A FEMA-approved plan will help identify mitigation actions that will make the City of Laguna Niguel and plan participants more disaster resistant. The City of Laguna Niguel has obtained a FEMA grant for the development of this LHMP. The grant award period ends on June 20, 2022.

The City’s designated staff will evaluate the 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.

The preparation of the proposal will be at the expense of the Consultant. Responses must conform with the requirements of this Request for Proposal (“RFP”). The City reserves the right to waive any irregularity in any proposal or to reject any proposal which does not comply with this RFP. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City. Selection of the Proposer will be made solely by the City on criteria determined by the City.

The successful Proposer will be required to enter into an agreement which will include the requirements of this RFP as well as other requirements. By submitting a Proposal, the Proposer agrees to all of the terms of the RFP. The City reserves the right to reject any proposal(s) exceptions or changes to the Request for Proposal.

A. PROPOSAL SCHEDULE

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

Milestone	Date
RFP Issued	Friday, September 3, 2021
Due Date for RFP Questions	Friday, September 17, 2021
RFP Submittal (“RFP Due Date”)	Friday, October 01, 2021, 2:00 P.M.
Optional Consultant Interview(s)	October 12-13, 2021
Award of Agreement	Tuesday, December 7, 2021
Initiation of Services	Before January 2022
Completion of Project	June 20, 2022 (Tentative)

B. CITY CONTACT FOR THIS RFP

The principal contact for the City of Laguna Niguel regarding this RFP will be Phil Robinson, Emergency Services Coordinator, at PRobinson@cityoflagunaniguel.org.

C. ADDENDA

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on the City's website at www.cityoflagunaniguel.org. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Administration Department. It is the responsibility of each Proposer to periodically check the City's website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

D. RFP DUE DATE

Six (6) hard copies and one (1) PDF copy of Consultant's Proposal are due to the City Contact no later than 2:00 p.m. PST on Friday, October 1, 2021. Proposals submitted after the deadline will be excluded from the RFP process without exception.

Each proposal will include all items listed in Section II of this RFP ('Scope of Work'). As explained in Section III.A.6 ('Fee Schedule'), Consultant's fee schedule will be submitted in a separate sealed envelope. The Fee Schedule should not be part of the PDF version of Consultant's Proposal. Although six (6) hard copies of Consultant's Proposal are requested, only one (1) fee schedule in a sealed envelope is required.

E. OPTIONAL CONSULTANT INTERVIEWS

The City may conduct Consultant interviews as part of the RFP selection process. In consideration of the ongoing pandemic, interviews will likely be scheduled via video conference. The City will provide as much advance notice as possible to selected Consultants chosen to take part in any interview process.

F. CITY COUNCIL AWARD OF PROJECT

The City intends to award a contract to a Consultant at the December 7, 2021 City Council Meeting. The City will inform the selected Consultant in advance of the City Council Meeting. Consultants not chosen will be informed after the City Council Meeting.

G. PROFESSIONAL SERVICES AGREEMENT

The selected Consultant will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow

the sample form of Agreement provided as Exhibit A to this RFP, which may be modified by the City. The term of the Profession Needs Assessment will be until the project is completed. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements, have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for professional services unless the Proposers includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

SECTION II - SCOPE OF WORK

A. INTRODUCTION

The City of Laguna Niguel (“City”) is seeking a qualified consultant to coordinate, facilitate, and prepare a new City of Laguna Niguel Local Hazard Mitigation Plan (LHMP) pursuant to the Disaster Mitigation Act of 2000, implementing regulations and guidance as they apply to local governments. The plan will be consistent with the State of California’s guidelines and the Federal Emergency Management Agency’s (FEMA) requirement for approved mitigation plan.

A FEMA-approved plan will help identify mitigation actions that will make the City of Laguna Niguel and plan participants more disaster resistant. The City of Laguna Niguel has obtained a FEMA grant for the development of this LHMP. The grant award period ends on June 20, 2022.

B. GENERAL CITY INFORMATION

The City of Laguna Niguel is a General Law City with a City-Manager form of government. It is located in the southern portion of Orange County in Southern California. Neighboring cities are Aliso Viejo and Laguna Hills to the north, Mission Viejo and San Juan Capistrano to the east, Laguna Beach to the west, and Dana Point to the south. On the west, it borders the significant unincorporated acreage of Aliso and Wood Canyons Wilderness Park.

As of the 2010 census the population of Laguna Niguel is approximately 65,000 and a predominantly residential city. The City of Laguna Niguel serves as a bedroom community for the job centers of northern and central Orange County. It is known for its mild coastal climate, low crime rate, its numerous parks, and public trails.

According to the United States Census Bureau, the city has a total area of 14.9 square miles (39 km²). Laguna Niguel consists of mostly hilly terrain, being located within the San Joaquin Hills. The average elevation is 400 feet (120 m); elevations range from near sea level to 936 feet (285 m) at the summit of Niguel Hill, in the southwest corner of the

city.

The soils and minerals present in the City of Laguna coupled with their composition characteristics indicate the potential types of geological hazards that may occur such as earthquake, liquefaction, and landslides. Additionally, the City of Laguna Niguel lies upon and is near several known earthquake faults, and potentially many more unknown faults; often referred to as blind-thrust faults.

C. DESCRIPTION OF SERVICES

Preparation of the Comprehensive Update will involve an inclusive citywide planning process and will include the following participants seeking FEMA approval of the Plan:

- City of Laguna Niguel,
- Local special districts (water and school districts),
- Private agencies, and
- Other stakeholders will be invited to participate in the plan development process as members of the planning committee.

The Scope of work for this project is organized into four phases in accordance with the Disaster Mitigation Act planning process:

- 1) LHMP Planning/Development Process and Organize Resources;
- 2) Threat and Hazard Identification and Risk Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment);
- 3) Hazard Mitigation Strategy; and
- 4) Hazard Plan Implementation and Maintenance Process

1. Phase One: LHMP Planning/Development Process and Organize Resources

As part of the LHMP planning and development process, the City of Laguna Niguel will organize a Hazard Mitigation Planning Committee (HMPC). Members of the HMPC will include representatives from each participating jurisdiction; staff with other local, state, and federal agencies; take the “whole community” approach including non-profits, religious institutions, disability access and functional needs groups, experts, or members of the public; and may also include a cross-section of the community, such as residents, community leaders, and business owners. The public will also be invited to participate on the HMPC. The HMPC will:

- Participate in the planning process, attend meetings, and provide data as requested
- Solicit input from citizens and professionals with knowledge of applicable hazards
- Provide input on how the risk differs across the planning area
- Identify new/proposed mitigation projects

- Review drafts of the plan
- Hold public meetings
- Coordinate the formal adoption of the plan by governing boards
- Manage the implementation of the proposed mitigation projects.

The Consultant shall facilitate a minimum of three public meetings. Each meeting will focus on educating the public on the LHMP development process and identify community concerns. The Consultant shall provide content to post on the City's webpage and social media platforms. When a final draft LHMP is developed, the public will be invited to review and provide comments to the current draft. Public comments will be incorporated as appropriate by the Consultant.

Note: For security reasons, all critical infrastructure protection information will need to be redacted from the plan prior to dissemination or presentation to the public.

The City of Laguna Niguel LHMP will thoroughly document the hazard mitigation planning process, including but not limited to:

- A narrative description of how the plan was prepared and the process followed
- An outline of plan development meeting dates, attendees, and agendas
- Identify agencies and organizations that participated in plan development
- Coordination with existing planning mechanisms
- Description of how the public was involved and strategy for public outreach/meetings

2. Phase Two: Threat and Hazard Identification Risk Assessment (Hazard Identification, Vulnerability Assessment, and Capability Assessment)

A detailed risk assessment will be developed for this LHMP. The purpose of this section is to understand the risk and vulnerability of identified natural, technological, and human-caused hazards and to provide a basis for hazard mitigation strategy development. The risk assessment will include:

- a. **Hazard Identification and Profiles:** The Hazard Identification and Profiles will include a description and prioritization of the hazards that have occurred within the City. The hazard categories may include:
 - Flood-related hazards
 - Wildfire hazards
 - Earthquake hazards
 - Severe weather-related hazards (extreme temperatures, drought, fog, heavy rains/thunderstorms, wind/lightning, etc.)
 - Nuclear hazards
 - Climate change hazards
 - Other man-made hazards

- Other geologic and soil hazards
 - Other hazards as identified by the HMPC and other data sources
- b. Hazard Mapping:** Using the best available data, the risk assessment will include maps (hazard and infrastructure maps will be provided by the Consultant) that delineate areas affected by hazards and identify locations of local assets. The geographic information data will comprise a comprehensive inventory for use in developing map data layers (to the extent data is available), of the following items relative to the multiple hazard area:
- Public buildings
 - Critical facilities and infrastructure
 - Maps that depict the location of parcels, structures, land use, and populations
 - Structures will be delineated by type of use (e.g. residential, commercial, industrial, etc.)
- c. Vulnerability Assessment:** Based on the previous information, the Consultant will develop an overview of the City's vulnerability to specific hazards. Digital maps and GIS data (provided by the consultant) will be developed that identify local assets that are located within known hazard areas. HAZUS will be used to model losses as appropriate. This vulnerability assessment will include (as the data allows):
- Types and numbers of buildings, infrastructure, and critical facilities located within the planning area and within identified hazard areas
 - An inventory of all repetitive flood loss structures, as defined by FEMA, if applicable
 - Potential dollar losses from identified hazards will be estimated through a process that utilizes HAZUS-MH or GIS analysis of County assessor's data with hazard locations
 - Description of land uses and development trends to advise future land use decisions
- d. Capability Assessment:** A capability assessment will be conducted that will inventory those existing plans, policies, and procedures that the City has in place to temper the effect of hazards. This will include protective measures under the National Flood Insurance Program (NFIP), building codes, zoning ordinances, completed or ongoing mitigation projects, and mitigation policies established in the general or comprehensive plans of participating jurisdictions.

3. Phase Three: Hazard Mitigation Strategy

The LHMP will include a mitigation strategy to address its exposure to identified hazards. This will require meetings of the HMPC, facilitated by the consultant, and include:

- a. Developing mitigation goal statements that focus on reducing the risk and vulnerability from the identified hazards.
- b. Developing a comprehensive range of specific mitigation actions items being considered to reduce the effects of each hazard, based on the risk assessment. The range of potential action items will include emphasis on mitigating losses for new and existing buildings and infrastructure and for future development areas. This section will include a list of prioritized hazard mitigation action items that best meet the City of Laguna Niguel's needs for hazard damage reduction. Prioritization factors will include an analysis of proposed mitigation projects focused on several key areas, including but not limited to economic (including benefits and cost), engineering, technical, legal, environmental, social, and political feasibility. Action items given the highest priority will meet most or all aspects of the feasibility analysis and will be the best fit for the City of Laguna Niguel and all plan participants.
- c. Based on previous tasks, a draft plan will be prepared in accordance with state and federal requirements. The Consultant will ensure that each required component for each plan participant is included in the Plan. The draft plan will be made available to the HMPC for review and comment. The Consultant will incorporate HMPC comments and prepare a public review draft to be distributed to interested parties.

4. Phase Four: Hazard Mitigation Plan Maintenance Process

- a. **Monitoring, Evaluating, and Updating:** This chapter will detail how the City of Laguna Niguel HMPC will monitor, evaluate, implement, and update the Plan. For example, maintenance will occur at an annual meeting of the HMPC where the LHMP mitigation strategy and implementation progress will be evaluated and modified as appropriate. The Plan will be revised, updated, and readopted every five years in accordance with the requirements of the Disaster Mitigation Act of 2000.
- b. **Incorporation into Existing Planning Mechanisms:** The City of Laguna Niguel will implement and incorporate hazard mitigation plan goals and actions into other local planning documents, such as the local emergency operations plan, community wildfire protection plans, storm water plans, etc. Incorporation of the LHMP into the Safety Element of the General Plan for the City will be emphasized.

- c. **Implementation Schedule:** The completed LHMP will include procedures for ensuring the Plan's implementation, including an implementation schedule for each action item.
- d. **Continued Public Involvement:** The City of Laguna Niguel is committed to continued public involvement in the LHMP development, maintenance, and future updates. A description of public involvement activities for the Plan will be included.
- e. **Final Plan:** The Consultant will collect and incorporate public comments to the public review draft, make all necessary revisions, and will prepare a Final Plan for submittal to Cal OES and FEMA Region IX for review and approval. The Consultant is responsible for all plan revisions from Cal OES, FEMA, or the City of Laguna Niguel until it is adopted by Laguna Niguel City Council.
- f. **LHMP Adoption and Approval:** The governing body of each participating jurisdiction will adopt the LHMP upon approval of the Plan from Cal OES and FEMA Region IX.

SECTION III - PROPOSAL REQUIREMENTS AND FORMAT

A. PROPOSAL REQUIREMENTS

Consultant is responsible for preparing an effective, clear, well-organized, and concise formal written Proposal. To be considered for selection, Consultants must submit a complete response to this RFP that includes the following mandatory information and/or requirements in the following format and order. Failure to provide any of the information requested below may be cause for the Proposal to be rejected.

1. Transmittal Letter

A transmittal letter introducing the firm and the individual who will be the primary contact person.

2. Approach to Scope of Work

Provide a detailed description of the steps that will be taken to complete the 'Description of Services' identified in Section II.C of this RFP. Include a detailed discussion of any methodologies used or approaches taken for each task. Confirm that progress reports will be submitted with each invoice and that Consultant will strictly adhere to the Schedule of Performance to ensure timely completion of the Project on June 20, 2022 (Tentative).

3. Consultant Background Information

Background information including specific qualifications and experience in conducting related studies for similar governmental, educational, or public sector entities. The information below must be included:

- a. **Introduction:** Describe Consultant's qualifications and experience providing similar services as required in this RFP.
- b. **Organizational Structure:** Describe Consultant's organizational structure and explain how Consultant is qualified to be responsive to the specific requirements of this RFP.
- c. **Staff Qualifications:** Provide a project staffing organizational chart listing proposed personnel assigned to this project. Include assigned duties, and comprehensive resumes for each individual listed. Resumes must list education, training, professional work experience, and a listing of work performed comparable to that described within this RFP.
- d. **Financial Stability:** Provide proof of financial stability enabling Consultant to be capable of meeting the requirements of this RFP.
- e. **Example Work:** Provide one (1) copy of a similar Local Hazard Mitigation Plan, or comparable report, Consultant has completed that is closely related to the Scope of Work contemplated in this RFP.
- f. **References:** Provide a list of at least three (3) clients for whom Consultant has conducted and completed a Local Hazard Mitigation Plan within the last three (3) years that is comparable to the 'Description of Services' described within this RFP. Dissimilar work should not be referenced. Indicate client organization name, contact person, and phone number. It is preferable that all three (3) references are with municipal clients. Previous work with municipalities located in the County of Orange is preferred but not required.

4. Timeline

Provide a proposed Timeline for project completion including:

- a. **Project Schedule:** Provide a project schedule identifying start and end dates for each phase of the project - include milestones, submittal of deliverables, and each task required for the successful and timely completion of each phase of the Project.
- b. **Project Start Date:** Indicate the earliest date the firm would be able to commence work on this project.

5. Use of Sub-Consultants

Indicate in Consultant's Proposal any portion of work that would be performed by a Sub-Consultant. Provide information on all Sub-Consultants as required in 'Consultant Background Information' (Section III.A.3) above.

6. Fee Schedule

In a separate sealed envelope, provide an itemized Fee Schedule to perform all work identified under Section II - Scope of Work. The Fee Schedule should not be part of the PDF version of your Proposal.

When developing the itemized Fee Schedule to perform all work identified under Section II - Scope of Work, consider that the City may require revisions to the work based upon feedback provided during informal or planned meetings, or during presentations to the City or the City Council. Furthermore, the Fee Schedule will include an hourly rate fee schedule for any Consultant staff that may work on the Project.

The Fee Schedule and hourly rates will remain valid until the Project is completed.

An example fee schedule is included in Exhibit B (which is only an example and does not need to be submitted in the Consultant's Proposal). Consultant's Proposal should include most of the elements listed in the example fee schedule.

7. Professional Services Agreement and Insurance

Consultant shall affirmatively state that they have reviewed and are ready to execute the City's standard form Professional Services Agreement (Exhibit A).

Consultant shall also affirmatively state they have reviewed the City's insurance checklist (Exhibit C) where the City requires specific language on the Certificate of Insurance and all related insurance endorsements.

8. Ex Parte Communications Certificate (Exhibit F)

Consultant shall complete the document and return it with their Proposal.

9. Disqualification Questionnaire (Exhibit G)

Consultant shall complete the document and return it with their Proposal.

SECTION IV – SELECTION PROCESS

Each Proposal received will be evaluated and reviewed to determine if it meets the stated requirements set forth in this RFP. 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 companies that submit proposals, or allow clarifications, corrections of errors, or omissions.

In consideration of the ongoing pandemic, the top finalists may be invited to interview with the City via video conference. Interviews are an optional component of the RFP process pursuant to the City's discretion.

Proposals submitted before the RFP Deadline will be evaluated using the criteria listed below:

- a. Demonstrated understanding of the Scope of Work.
- b. Prior experience in performing similar projects.
- c. Qualifications of Consultant and staff including resumes.
- d. Timeline for Project completion / proposed schedule.
- e. Overall Project design and methodology.
- f. Professional Fees/Hourly Rates/Cost.
- g. Three Professional References (from the last three years, preferably with municipal clients).

Selection by the City shall be based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and shall not be awarded solely based on cost. Selection will be made to ensure that such services are engaged based on demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the City.

The City shall consider total compensation after the City is satisfied that Consultant has demonstrated the competence and professional qualifications necessary for the satisfactory performance of the services required.

SECTION V – EXHIBITS

- | | |
|-----------|---|
| Exhibit A | City's Sample Professional Services Agreement |
| Exhibit B | Example Fee Schedule |

- Exhibit C City's Checklist of Insurance Requirements
- Exhibit D Ex Parte Communications Certificate (Please Return)
- Exhibit E Disqualification Questionnaire (Please Return)

EXHIBIT A – CITY’S SAMPLE PROFESSIONAL SERVICES AGREEMENT

**AGREEMENT FOR PROFESSIONAL SERVICES
(PUBLIC WORKS DEPARTMENT)**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into the _____ day of _____, 20____, by and between the City of Laguna Niguel, a municipal corporation, hereinafter the "City", and [Company Name], a _____, hereinafter the "Consultant".

R E C I T A L S:

- A. The City desires to contract with selected professional consultants to provide professional [architectural/engineering/special inspection & testing services to support the Public Works Department in the following categories: 1) Design Engineering, 2) Plan Checking; 3) Project and Program Management and 4) Construction Management and/or Inspection Services.]
- B. The City circulated a Request for Proposals for the above-described professional services on _____, 20____.
- C. Consultant submitted a proposal to City to provide the above-described professional services dated _____, 20____.
- D. City Staff has reviewed all the proposals and after considering the demonstrated competence of Consultant, the professional qualifications of Consultant, and the fairness and reasonableness of Consultant's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Consultant.
- E. The City desires to enter into an agreement with Consultant for the above-described professional services.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing Recitals 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 the Scope of Services ("Scope of Services") which is attached hereto as Exhibit "A."
2. Additional or Different Services. Any proposed changes in the Scope of 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 _____ () days thereafter] [or until the work required by this Agreement is completed] subject to termination as provided in paragraph 27, except the indemnification provisions contained in paragraph 18 shall remain in full force and effect after the Agreement is terminated. The parties may mutually agree in writing to extend the Term of the Agreement.

4. Payment.

A. Payment for Services. City agrees to pay Consultant for providing the professional services which are described in the Scope of Services, and to pay for those services in the amount and in the manner and at the times set forth in Exhibit "B" (Compensation) for the not to exceed sum of \$xxxx.

B. Invoices. 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 30 days of receipt of the invoice by the City. Such approval shall not be unreasonably withheld.

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 the Scope of Services shall be the property of the City and shall be provided by Consultant to City upon their completion and payment of relevant invoices, or in the event the Agreement is terminated prior to completion, Consultant shall provide all work in progress, subject to payment of relevant invoices. 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. Reuse or modification of any such documents by the City for purposes outside of the Scope of Services set forth in this Agreement, without Consultant's written permission, shall be at City's sole risk, and City agrees to indemnify and hold Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by City or others acting through City; however City shall not be liable for any unauthorized use by third parties.

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 "C" (Schedule of Performance). Notwithstanding any other provisions of this Agreement, the Consultant shall not have liability for, or be deemed in breach of delays caused by, any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the City, third parties, or other governmental agencies.

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

8. Licenses; Standard of Care.

A. Qualifications. 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. Standard of Care. 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 Services 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. Prevailing Wages.

A. Public Works. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those services that are "public works", Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the rules and regulations established by the DIR implementing such statutes as though set forth in full herein.

B. Contracts. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of paragraph A of this Section.

C. Registration with DIR. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement.

Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

D. Compliance Monitoring. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

E. Copies of Per Diem Wages. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

F. Penalties. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

G. Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; (2) certify and make such payroll records available for inspection as provided by Section 1776; and (3) inform City of the location of the records.

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

I. Debarment or Suspension. The Consultant shall not perform work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or

suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

J. Overtime. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

K. Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

L. Subcontractors. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

M. Indemnification. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions arising out of the payment of prevailing wages

by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.

11. 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.

12. 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.

13. Independent Consultant. Consultant is and shall at all times 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.

14. Administration. This Agreement will be administered by the Public Works Department. The Public Works Director or his or her designee shall be considered the Project Manager and shall have the authority to act for the City under this Agreement. The Project Manager shall represent the City in all matters pertaining to the services to be rendered pursuant to this Agreement.

15. Progress. Consultant is responsible to keep the Project Manager informed on a regular basis regarding the status and progress of the work being performed pursuant to this Agreement.

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

17. 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.

18. 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.

19. Indemnification.

A. General Indemnity. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent consultant in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

B. For Design Professional Services. If Consultant's services hereunder include the performance of professional services by a "design professional," as the term is defined under California Civil Code § 2782.8(c), then to the fullest extent permitted by

law, Consultant shall, at its sole cost and expense, indemnify and hold harmless the Indemnitees, and each of them, from and against any and all Liabilities, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of the Consultant, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual for whom the Consultant shall bear legal liability) in the performance of design professional services under this Agreement. Notwithstanding the foregoing and as required by Civil Code § 2782.8(a), in no event shall the cost to defend the Indemnitees that is charged to Consultant, exceed Consultant's proportionate percentage of fault.

C. Subconsultants. Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

E. Survival and Offset. The provisions of this Section 19 shall survive the termination of this Agreement. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph.

20. Liability Insurance.

A. Insurance Policies. Without limiting Consultant's indemnification of City as described in paragraph 19, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement policy or policies of liability insurance of the type and amounts described below and satisfactory to the City Attorney. Such policies shall be signed by a person authorized by that insurer to bind coverage on its behalf and must be filed with the City prior to exercising any right or performing any work pursuant to this Agreement.

B. Named Additional Insured. The City of Laguna Niguel and its Council members, officers, officials, employees, agents, and volunteers shall be named as additional insureds under the policies required by subparagraphs General and Auto Insurances for all liability arising from Consultant's performance of services pursuant to this Agreement. This

insurance shall be primary to any insurance maintained by the City. City insurance shall not contribute to any judgment rendered against the City.

C. Insurance Coverage. Prior to the commencement of any services hereunder, Consultant shall provide to City certificates of insurance with original endorsements, and copies of policies, if requested by City, of the following insurance coverage:

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

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

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

4) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

5) Cyberliability Insurance. Consultant shall maintain cyberliability insurance in the amount of \$5,000,000.00 per occurrence providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of City Data; (ii) data breach including theft, destruction, and/or unauthorized use of City Data; (iii) identity theft; and (iv) violation of privacy rights due to a breach of City Data.

D. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby

waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultant.

E. Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subcontractors.

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

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

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

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

J. Requirements not limiting. Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

K. Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for

nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

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

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

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

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

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

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

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

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

21. 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, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or any protected class or basis prohibited by law. 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.

22. 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 Services.

23. 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.

24. Notices. Every notice, demand or request (hereinafter described in this Section as a "Notice") that is given by either party to the other under or in connection with this Agreement shall be in writing, and shall be given: (i) by email, to the applicable email address specified below; or (ii) by United States certified mail, postage prepaid, return receipt requested, or by same-day or overnight reputable private courier, addressed to the party to be served at its address below. Either party may change its email address for Notices, or its address for Notices, by a Notice given in accordance with this Section. Notices shall be deemed to have been delivered: (i) if sent by email, on the next business day, provided the sender's email system confirms has been delivered or does not indicate that delivery did not occur, as applicable; (ii) if sent by certified mail, three (3) days after deposit into the U.S. mail ; and (iii) if sent by private courier, one business day after deposit with the courier for overnight delivery (unless the delivery service indicates to the sender that delivery has not occurred, in which case delivery shall be deemed to occur when the delivery service indicates to the sender that it has actually occurred).

CITY: City of Laguna Niguel
Attn: Public Works Director
30111 Crown Valley Parkway
Laguna Niguel, CA 92677
Email:

CONSULTANT: **Company Name**

Attn: Name
Business Mailing Address
City, State, Zip Code
Email:

25. 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 Scope of Services 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 parties to this Agreement.

26. 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.

27. 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.

28. Termination. City may terminate this Agreement, without cause or penalty, by providing written notice to the Consultant that the Agreement is terminated. Said written notice shall be provided at least fifteen (15) days 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.

29. 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.

30. 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.

31. 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.

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

33. Authority to Sign. The person(s) executing this Agreement on behalf of the Consultant warrants and represents that they have the authority to execute this Agreement on behalf of the Consultant and 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: _____
Tamara S. Letourneau
City Manager

ATTEST:

Eileen C. Gomez,
City Clerk

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

Kevin G. Ennis
City Attorney

"CONSULTANT"

COMPANY NAME

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
COMPENSATION

[The method of compensation may include: (i) a lump sum payment upon completion of the services, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon Consultant's rates, provided that time estimates are provided for the performance of sub tasks, but not exceeding the not-to-exceed sum or (iv) such other methods as may be agreed upon between the parties.]

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

EXHIBIT B – EXAMPLE FEE SCHEDULE

Itemized Project Costs:

Task	Proposed Cost	1 st Revision Cost	2 nd Revision Cost
1. LHMP Planning/Development Process			
a. 3 Public Meetings			
Sub-Total			
2. THIRA			
a. Hazard Identification and Profiles			
b. Hazard Mapping			
c. Vulnerability Assessment			
d. Capability Assessment			
Sub-Total			
3. Hazard Mitigation Strategy			
Sub-Total			
4. Hazard Mitigation Plan Maintenance Process			
Sub-Total			
5. Other Costs			
a. Other Cost Description 1			
b. Other Cost Description 2			
Sub-Total			
Total Cost			

Hourly Rates for Additional Work:

Job Classification	Hourly Rate

EXHIBIT C – CITY’S CHECKLIST OF INSURANCE REQUIREMENTS



CITY OF LAGUNA NIGUEL CHECKLIST FOR INSURANCE REQUIREMENTS

CERTIFICATE OF INSURANCE (COI)		
Requirement	Comments	Yes or No
Entity Name & COI Date	Entity name on Agreement should exactly match the Name Insured on COI.	
Certificate of Insurance Date	Date on COI must be within 4 weeks of the start of contract. (new contracts only)	
Certificate of Insurance is signed	Confirm that COI is signed (authorized signature).	
Please note: Acceptable Insurers* will be confirmed by Risk Management.		
INSURANCE POLICY REQUIREMENTS		
Coverage	Requirements	Yes or No
Commercial General Liability		
Limits of Insurance	Coverage compliance per the Agreement.	
Effective Policy Dates	Policy effective start and end date are valid.	
Additional Insured (AI)*	1. Often just typed on the COI. 2. Check to make sure that the AI endorsement provides the required wording.	
Waiver of Subrogation*	Submitted as a separate endorsement or included as part of the AI endorsement.	
Primary, Non-Contributing*	Submitted as a separate endorsement or included as part of the AI endorsement.	
Notice of Cancellation*	Submitted on the COI or included on the endorsement from insurance carrier.	
Auto Liability		
Limits of Insurance	Coverage compliance per the Agreement.	
Effective Policy Dates	Policy effective start and end date are valid.	
Owned, Hired, Non-Owned	Check the following boxes: Any/all auto or all owned, hired, borrowed.	
Additional Insured (AI)*	1. Often just typed on the COI. 2. Check to make sure that the AI endorsement provides the required wording.	
Waiver of Subrogation*	Submitted as part of a "broadening" endorsement.	
Primary, Non-Contributing*	Submitted as part of a "broadening" endorsement.	
Notice of Cancellation*	Submitted on the COI or included on the endorsement from insurance carrier.	
Workers' Compensation		
Effective Policy Dates	Policy effective start and end date are valid.	
Waiver of Subrogation*	Submitted as a separate document with the COI.	
Notice of Cancellation*	Submitted on the COI or included on the endorsement from insurance carrier.	
Excess Liability (only if required by Agreement)		
Limits of Insurance	Coverage compliance per the Agreement.	
Effective Policy Dates	Policy effective start and end date are valid.	
Additional Insured (AI)*	1. Often just typed on the COI. 2. Check to make sure that the AI endorsement provides the required wording.	
Waiver of Subrogation*	Submitted as a separate endorsement or included as part of the AI endorsement.	
Primary, Non-Contributing*	Submitted as a separate endorsement or included as part of the AI endorsement.	
Notice of Cancellation*	Submitted on the COI or included on the endorsement from insurance carrier.	
Professional Liability (only if required by Agreement)		
Limits of Insurance	Coverage compliance per the Agreement.	
Effective Policy Dates	Policy effective start and end date are valid.	
Additional Insured (AI)*	1. Often just typed on the COI. 2. Check to make sure that the AI endorsement provides the required wording.	
Notice of Cancellation*	Submitted on the COI or included on the endorsement from insurance carrier.	

*See reverse side for detailed definitions.

** If, for any reason, the insurance requirements are not attainable, please contact Risk Management for the possibility of waiving the requirement(s).

EXHIBIT D – EX PARTE COMMUNICATIONS CERTIFICATE (PLEASE RETURN)



EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

Statement One

I certify that Consultant and Consultant's representatives have not had any communication with a City Councilmember concerning the **RFP for LOCAL HAZARD MITIGATION PLAN PREPARATION SERVICES (COMPREHENSIVE UPDATE)** at any time after **September 3, 2021**.

Signature

Date

Printed Name

OR

Statement Two

I certify that Consultant and Consultant's representatives have communicated after **September 3, 2021** with a City Councilmember concerning the **RFP for LOCAL HAZARD MITIGATION PLAN PREPARATION SERVICES (COMPREHENSIVE UPDATE)**. A copy of all such communications is attached to this form for public distribution.

Signature

Date

Printed Name

EXHIBIT E – DISQUALIFICATION QUESTIONNAIRE (PLEASE RETURN)



DISQUALIFICATION QUESTIONNAIRE

The Consultant shall complete the following questionnaire:

Has the Consultant, any officer of the Consultant, or any employee of the Consultant who has proprietary interest in the Consultant, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes ____ No ____

If the answer is yes, explain the circumstances in the following space:

Signature

Date

Printed Name