

CITY OF LA PALMA

**Community Services Department
7791 Walker Street
La Palma, California 90623-1771**

CITY COUNCIL

**Gerard Goedhart, Mayor
Marshall Goodman, Mayor Pro Tem
Michele Steggell, Council Member
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CITY MANAGER

Laurie A. Murray

COMMUNITY SERVICES DIRECTOR

Michael S. Belknap



REQUEST FOR PROPOSALS

FOR

**POLICE DEPARTMENT LOBBY / FRONT COUNTER REMODEL AND
SECURITY IMPROVEMENTS**

May 2018

REQUEST FOR PROPOSALS

FOR

POLICE DEPARTMENT LOBBY / FRONT COUNTER REMODEL AND SECURITY IMPROVEMENTS

SUMMARY:

The City of La Palma is requesting proposals from qualified professional contractors to submit construction plans and, following the award of contract, complete construction of the La Palma Police Department's front lobby emphasizing security improvements. A qualified contractor will demonstrate experienced construction services specializing in structural security improvements, experience in project management of similar projects, and a full understanding of the scope of work.

Proposals Due: **Thursday, June 7, 2018 at 5:00 p.m.**

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

Award of Contract: **July 17, 2018** (*Tentative*)

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

The requested services are needed to assist the City with the remodel and security enhancements in the Police department's lobby / front counter area. The City reserves the right to award all, some or none of the projects to the selected company.

INTRODUCTION:

The City of La Palma is requesting proposals from qualified professional contractors to submit design proposals and, following the award of contract, complete construction of the La Palma Police Department's front desk / lobby emphasizing structural security improvements. A qualified contractor will demonstrate experienced construction services specializing in structural security improvements, experience in project management of similar projects, and a full understanding of the scope of work.

BACKGROUND:

The City of La Palma's Police department has identified a need to remodel the front desk in its lobby area to enhance security and improve its design. Therefore, the City is requesting proposals from qualified and experience contractors to complete the remodel and construction services. The selected contractor will deliver design specifications and perform construction services.

SCOPE OF WORK:

TASK 1: PROJECT INITIAITION

- 1) The contractor shall attend a mandatory pre-bid consultation and walk-through with staff for the following date and time:

THURSDAY, MAY 24, 2018 AT 10:00 A.M.

Location: Police Department Lobby
(7792 Walker St, La Palma, CA 90623)

- 2) At the walk-through, the contractor shall make measurements, if necessary, photograph the area and complete all other design specifications deemed essential by the contractor to complete a qualified proposal specifically but not limited to:
 - a. Complete cabinet and window measurements, lobby area measurements, and any other specifications required for construction.
 - b. Develop a preliminary construction plan (e.g. construction material storage area, work pathways, etc.).
 - c. Identify any possible conflicts / delays, and make an effort to resolve prior to construction initiation.

Deliverables: Documentation specifying lobby measurements, before-photos, construction material storage designated area(s), and work pathways.

TASK 2: PROJECT DESIGN

The project design will enhance quality of the front desk area emphasizing bullet resistant lobby protection consistent with the National Institute of Justice (NIJ) standards for ballistic protection at a minimum of Level 3 protection. Improvements shall include but are not limited to:

1. Removal and disposal of existing windows, countertops, cabinets, and any other material necessary to install a complete Level 3 ballistic protection of the lobby's front desk.
2. Supply and install Level 3 ballistic windows.
3. Supply and install Level 3 bullet resistant window framing.
4. Supply and install back glaze interior windows.

5. Supply and install laminate counter-tops, below the transaction windows.
6. Reinforced countertop including three (3) transaction slots.
7. Supply and install Level 3 bullet resistant fiberglass panels on the interior lobby walls around the transaction windows and below the back glazed windows
8. Install corner posts between transaction windows.
9. Supply and install quality cabinets, replacing existing cabinets maintaining a similar design consistent with the office furniture.
 - a. Cabinet space must accommodate the existing storage space (e.g. computers, files drawers, etc.)

Note: All design plans must include consideration of existing electrical layout and the preservation thereof.

Deliverables: A step by step project design plan.

TASK 3: PROJECT MANAGEMENT

- 1) Contractor will develop a work plan for each day. To include but not limited to:
 - a. Number of workers on each work day
 - b. Hours of construction (daily and weekly)
 - c. Detailed layout of construction logistics and transportation of materials
 - d. Storage of construction materials (on-site, notice of expected deliveries, etc.)
 - e. Discuss and communicate any and all security issues
- 2) Project Conditions
 - a. Protect the building from damage during construction.
 - b. In the case of an emergency, work must stop immediately and continue only after prior authorization from the City or the Police Department.
 - c. The project will take place in sensitive areas in the Police Department. Contractor must be overseen by a City representative during all work.
 - d. Work during evenings and/or weekends may be required.
- 3) Project Requirements
 - a. Contractor must notify the City prior to starting work.
 - b. Contractor must be escorted by a City representative at all times while in Police Department restricted areas.
 - c. Bidders are responsible for providing their own calculations and associated bid amounts for all materials and equipment.
 - d. Contractor must meet the insurance qualifications mandated by the City of La Palma.
 - e. All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to DIR under Senate Bill 854.
 - f. All work is subject to a final inspection by a representative of the City.

Deliverables: Detailed work schedule/timeline.

TASK 4: CONSTRUCTION PLANS

Contractor shall submit, and work according to, design drawings (to be approved by the City prior to work beginning).

- 1) Construction design plans shall be provide in detailed dimensions, connections, materials to be used, installation procedure, etc.
- 2) Contractor shall develop construction plans based on the mandatory site survey on Thursday, May 9, 2018.

Deliverables: Construction drawings and construction plan documents. (Electronic & hard copy).

TASK 5: PROJECT COSTS

Based on the preliminary specifications and installations listed, prepare cost estimates detailing the following but not limited to:

1. Cost of materials.
2. Cost of labor.

Deliverables: Document detailing all project plan costs.

REQUIREMENTS FOR THE PROPOSAL:

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

1. Cover letter

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

2. Relevant Experience

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

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

Provide at least three (3) references from public agency clients for whom comparable service have been performed. Include the name of the agency, project description, mailing address, and contact name and telephone number.

Also indicate the type of project, description of activities and, if the project came in, over or under budget. Provide an explanation if the project was over budget.

Consultant must demonstrate clear understanding of the Proposition 218 process and capability to prepare all required documentation.

3. Conflict of Interest

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

4. Project Organization and Detailed Timeline

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

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

5. Costs

Include a not-to-exceed, total amount for the proposed scope of work in a separate, closed envelope, labeled accordingly. Separate the costs for each task and item under the Scope of Work for the project.

6. Contract

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

SUBMITAL OF PROPOSAL:

Interested firms shall submit one (1) copy of their proposal to the City of La Palma Community Services Department by **Thursday, June 7, 2018 at 5:00 p.m.**

Proposals shall be directed to:

Joseph Cisneros
Management Analyst
Community Services Department
La Palma CA 90623
(714) 690-3358 | josephc@cityoflapalma.org

Inquires may be directed to the Community Services Department by phone or email.

All submitted packages shall be tilted/labeled:

POLICE DEPARTMENT LOBBY / FRONT COUNTER REMODEL AND SECURITY IMPROVEMENTS

Please submit one (1) hard copy and one (1) electronic copy of the proposal to the Community Services Department by Thursday, June 7, 2018 at 5:00 p.m.

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

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

SELECTION CRITERIA:

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

1. Qualification of the firm and key personnel
(*qualifications, experience, staffing*) 20 points

2. Qualification of sub-consultants (<i>qualifications, experience, staffing</i>)	15 points
3. Recent experience in similar projects (<i>qualifications, experience</i>)	15 points
4. Project understanding and approach (<i>work plan/schedule</i>)	20 points
5. Ability to meet schedules and cost (<i>work plan/schedule</i>)	10 points
6. Quality Control program (<i>work plan/schedule</i>)	10 points
7. Office/staff proximity	5 points
8. Quality of Proposal	5 points
TOTAL	100 points

The anticipated selection process is as follows:

1. RFP submission deadline.
2. Short list firms based on RFP submittal.
3. Interview the two top ranked Contractors (if deemed necessary by the City).
4. Select top ranked Contractor.
5. Negotiate final scope of services.
6. Award contract.
7. Perform services.

GENERAL INFORMATION:

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

All costs incurred in the preparation of the proposal, in the submission of additional information and/or in any other aspect of the proposal prior to the award of a written a contract will be borne by the proposing company. All proposals submitted to the City in response to this Request for Proposal shall become property of the City. After selection of the Contractor, all applicants will be notified of the City's decision.

PROPOSED AGREEMENT:

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

PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

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

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

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

EXECUTORY AGREEMENTS

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

SECTION ONE: RETENTION AND DUTIES OF CONSULTANT

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

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

1.3 In the performance of the Consultant Services, the Consultant shall report to and receive instructions from the Community Services Director of the City. Tasks or services other than those specifically described in the Scope of Work shall not be performed without the prior written approval of the Community Services Director. If the City changes the scope of the Consultant Services to be performed by the Consultant, or if the Consultant is requested to perform services not specifically described in the Scope of Work, the Consultant shall perform such services as are necessary to complete the work, and compensation for the work performed shall be paid by the City in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B" and incorporated herein by this reference, or as otherwise may be agreed in writing by the City and the Consultant.

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

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

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

[PROJECT MANAGER]

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

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

SECTION TWO: COMPENSATION TO CONSULTANT

2.1 The City shall pay to the Consultant for the performance of the Consultant Services compensation in accordance with the Budget and Fee Schedule attached hereto as Exhibit "A" in an amount not to exceed \$ _____.

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

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

SECTION THREE: LEGAL RESPONSIBILITIES

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

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

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

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

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

3.6 The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by the Consultant under this Agreement. The Consultant shall indemnify, defend and hold the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.7 Any time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the City or the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay. If the Consultant is the delaying Party, the City shall ascertain the facts and the extent of delay, and extend the time for

performing the services for the period of the enforced delay when and if in the judgment of the City such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall the Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Consultant's sole remedy shall be extension of this Agreement pursuant to this section.

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

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

3.8.2 The provisions of this subdivision 3.8.2 apply only in the event that CONSULTANT is a "design professional" within the meaning of the California Civic Code Section 2782.8(c). If CONSULTANT is a "design professional" within the meaning of Section 2782.8(c), then notwithstanding subdivision 3.8.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code Sections 2782 and 2782.6), CONSULTANT shall defend (with legal counsel reasonably acceptable to the CITY), indemnify and hold harmless the CITY and CITY Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of CONSULTANT, any sub-consultant, subcontractor or any other person directly or indirectly employed by them, or any person that any of them control, arising out of CONSULTANT's performance of any task or service for or on behalf of the CITY under this Agreement. Such obligations to defend, hold harmless and indemnify the CITY or any CITY Personnel, shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of the CITY or such CITY Personnel. CONSULTANT's cost to defend CITY and/or CITY personnel against any such Claim shall not exceed CONSUTLANT's proportionate percentage of fault with respect to that Claim; however, pursuant to Civil Code section 2782.2(c), in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY (and, if applicable, other parties) regarding any unpaid defense costs. To the extent CONSULTANT has a duty to indemnify the CITY or any CITY Personnel under this subdivision (3.8.1), CONSULTANT shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from CONSULTANT'S negligence, recklessness or willful misconduct.

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

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

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

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

3.9.2 Comprehensive General Liability Insurance with coverage at least as broad as Insurance Services Office for 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.

3.9.3 Comprehensive Automobile Liability 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.

3.9.4 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.

Each such policy of insurance provided for in Paragraph 3.9.2 and 3.9.3, and 3.9.4 shall be in a form satisfactory to the City and shall contain the following endorsements:

(a) General liability policies shall provide or be endorsed to provide that the CITY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(b) CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the CITY, its officers, agents, employees and volunteers.

(c) CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to the 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.

(d) 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.

At least thirty (30) days prior to the expiration of any policy of insurance required under Paragraph 3.9.1, 3.9.2 or 3.9.3 or 3.9.4 a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with the City.

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

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

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

SECTION FOUR: MISCELLANEOUS

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

If to the City: CITY OF LA PALMA
7822 Walker Street
La Palma, CA 90623
Attn: Michael S. Belknap
Community Services Director

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

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

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

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

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

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

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

CITY OF LA PALMA

By _____

City Manager

ATTEST:

Kimberly Kenney
Deputy City Clerk

[COMPANY NAME]

By _____

[Title]

By _____

[Title]