

# **REQUEST FOR PROPOSALS TO PROVIDE:**

## **Permitting and Licensing Software System**



Date Issued: June 1, 2026

Issued By:  
City of Lomita  
Adrian Fernandez  
Community and Economic Development Director  
24300 Narbonne Avenue  
Lomita, CA 90717

## 1 GENERAL INFORMATION

### *1.1 Request for Proposal Process*

The purpose of this Request for Proposal (RFP) is to acquire an application and permitting and licensing software system for the City of Lomita.

### *1.2 Invitation to Submit a Proposal*

Proposals shall be submitted no later than **1:00 pm on July 9, 2026**. Proposals will be opened and reviewed as received.

Proposals must be clearly marked and labeled: **PROPOSAL TO PROVIDE PERMITTING AND LICENSING SOFTWARE SYSTEM FOR THE CITY OF LOMITA**

All proposals must be in PDF and submitted via e-mail to [a.fernandez@lomitacity.com](mailto:a.fernandez@lomitacity.com).

### **Please provide the following:**

Costs provided should address all three items below and include one or both of the following proposed options for deliverable costs (along with a clear delineation of the service being proposed):

1. Deliverable (fixed three-year term, with an option to renew):
  - a) One-time costs:
    - i. Software license costs (up to 15 internal users, potentially more);
    - ii. Software customization costs;
    - iii. Interfaces/Integration costs;
    - iv. Data conversion costs;
    - v. Professional service costs (not including integration and interfaces);
      - a. Training costs;
      - b. Server hardware costs;
      - c. Software upgrades (browser, Adobe, report writer, etc.); and
      - d. Expenses (miscellaneous).
  - b) Annual Subscription (with three-year rate plan, and option to renew):
    - i. Hourly rates for additional services, if applicable; and
    - ii. Any other costs, if applicable (please specify nature of costs).
2. Recurring Costs:
  - a) Annual maintenance costs;
  - b) Custom modification maintenance (if applicable);
  - c) Data storage costs (if applicable); and
  - d) Any other costs, if applicable (please specify nature of costs).

3. Maintenance Schedule:
  - a) Rate of increase for any annual maintenance costs, including inflation costs (as a %).

Any proposal received after the due date and time will not be accepted.

## **2 Statement of Purpose**

The City of Lomita invites qualified companies to submit proposals on a permitting and licensing software system.

## **3 Background Information**

The City of Lomita is located in Los Angeles County, California, with an estimated population of 21,000. The City has 43 full-time and approximately 45 part-time employees. The City Council consists of 5 elected citizens. The City Manager serves as the executive and administrative head of the City. Services provided directly by the City include public works (including owning and operating a ground water well, reservoir, water distribution system and water utility billing), Community and Economic Development (including Planning, Building and Safety, Economic Development and Housing), Administrative Services (including Finance, Payroll, Human Resources and Business License), Code Enforcement, Parks and Recreation, Lomita Housing Authority, and City Management, (including Community Safety and City Clerk's office).

## **4 Scope of Work**

The selected vendor is expected to be familiar with and well versed in all related deliverables required for the preparation of reports and/or other activities as described in this request for proposal. The permitting and licensing software system shall provide a fully integrated tracking software system for processing land use permits, building permits, building inspections, engineering permits (such as encroachment permits), business licenses, and tracking code enforcement cases. The system must be parcel-based as well as independent of one for right-of-way work to serve Planning, Code Enforcement, Building and Safety, Administrative Service (Business Licenses), and Public Works. The proposal should address the following:

### **4.1 Product Features**

1. Development of modern web form capabilities that allow for easy editing of forms and that clearly define workflows for customers and staff. The system must allow online submission and payment of fees for applications, land use entitlements, drawdown accounts, permits, plan checks and documents, licenses, and related activities. The City will consider hosted solutions as well as client/server software solutions. If providing a hosted solution, please detail the network environment; security; data backup frequency and structure; and guaranteed percentage of uptime. All solutions must clearly explain the City's ability to export information from the system in the event the maintenance contract is terminated. The proposal must include the following considerations:

- a) **Application and Land Use Entitlement Tracking/Workflows:** Provide on-line tracking capabilities for all permit applications, land use entitlements, special event permits, and license reviews from request/submission to issuance. The system should provide a visual workflow status that is clear to both the customer and internal staff.
- b) **Reporting:** Facilitate report production using any combination of data elements maintained by land use and permitting systems. A dashboard that provides a summary of activity levels, which can be displayed to the public, is preferred. The City desires automated reports that can be emailed on a pre-defined schedule, as well as a publicly viewable list of registered contractors that does not require registration to access.
- c) **Public Online Application Submittal and Inquiry Capabilities:** The software should allow unregistered read-only queries of active and closed permits based on address, as well as general property information (assessor parcel information, and other city-provided information). The City prefers a solution that also allows users making queries of a map to see active permits or code complaints. Software should have the capability to allow online submittal of permit applications and related plan submissions, and code enforcement complaints.
- d) **Mobility/In-Field usage:** The system should be able to support in-field usage to view, schedule and modify inspections and record notes while in the field from laptops or tablet devices, allow pictures to be easily attached to inspection reports, have the ability to quickly access all contact details for the owner, applicant, contractor, or complainant as well as attached plans, and retrieve data by searching any parameter, including permit number, contractor, address, etc.
- e) **Geospatial-Based Information:** Software must include the ability to assign land use entitlements, building permits, encroachment permits, and conditions such as a Specific Plan, Floodplain, etc. to certain locations with or without an Assessor's Parcel Number ("APN").
- f) **Allow for registration of abandoned buildings and vacant properties:** Preferably, this would include integration with GIS for purposes of identifying "hot spots" or areas of concentrated vacancies.
- g) **Online Payment Processing:** Software must directly integrate with a credit card processor and contain cash register functionality for processing of online payments. Payment processing must contain an audit mechanism to track payment overrides and nuanced user rights that limit users who can override payment structures.

- h) Compatibility or equivalent software to SolarAPP+: Pursuant to the Solar Access Act (Senate Bill 379), all municipalities are to automate their permitting for residential rooftop and energy storage systems by adopting SolarAPP+ or functionally equivalent software. The City's adoption of this software is impending and currently underway.
- i) Process for Program Integration and Migration: This task includes the requirements necessary to integrate the existing system (OpenGov).
  - 1. Review, evaluate, and recommend a turn-key solution necessary to integrate with the existing system.
  - 2. Identify any critical constraints which could potentially arise with the integration.
  - 3. Incorporation of data sets, from MS Excel or Google Sheets into the new system.
  - 4. Ability to export information from software to MS Excel or Google Sheets.
- j) Implementation Services, including, but not limited to:
  - 1. Provide a prioritized list of the program modules to be integrated and implemented, and the time frame.
  - 2. Template and application form development.
  - 3. Test and validate the integrated/migrated data to ensure accuracy.
  - 4. Training for City staff/users.
  - 5. Software maintenance and warranty services.
  - 6. The Scope of Work must also include a schedule of deliverables and milestones associated with each of the above modules or phases. A solution that will provide a high level of functionality with ease of use is desired. Consideration will be given to a well- designed and proven software system that has excellent vendor support, rich capabilities, and robust ad hoc reporting tools.
- k) Software Agreement: Please include a template of any required/typical software license agreements the City will need to enter for the software system, maintenance, or other requirements of the vendor.

#### ***4.2 Public Works Needs***

- 1. The Public Works (PW) Department is responsible for water and sewer services, streets, parks maintenance, and engineering services. In addition to performing plan checks for tract maps, parcel maps, lot mergers, lot line adjustments and certificates of compliance, Public Works is responsible for processing and issuing encroachment permits for work in the public right-of-way, tree permits for tree trimming, parking permits, as well as occasional permits for ground water discharge. Surveyor plan checks are contracted out to Transtech Engineering, who use goPost.

2. In the proposed permitting and licensing software solution, it is essential that engineering plan check and permitting services have the flexibility to be associated with a parcel as well as independent of one. Much of the work conducted in the public right-of-way is linked to a specific parcel, often driven by construction or development on that parcel. However, there are instances where work in the public right-of-way may not be directly related to any adjacent parcel. In such cases, the software should allow for an alternative method to document and track the permit location, ensuring accurate and flexible management of permits that are either parcel-based or location-specific without a parcel association.

#### ***4.3 Business License Needs***

1. Must be updated regularly to be compliant with all State and Federal requirements as they change, including Government Code Sections 6254.21 & 6254.24.
2. Ability to submit new business license applications, renew existing business licenses, close existing licenses (with restrictions), and apply for address changes online without the need for the applicant/business owner to submit any document(s) either by mail or in person, unless otherwise required by the City.
3. Ability to effectively and efficiently manage business license processes, which includes past due, final notices, administrative citations, code enforcement tracking, in & out of City State License Contractors, independent contractor, cosmetologist, etc.
4. Ability to enter reminders and receive notifications of reminders.
5. Ability to link independent contractors to a master license, such as independent cosmetologist to a Salon, Massage Establishments, etc. Ideal solution should include the ability to attach photos and certifications, which are viewable in the field.
6. Ability to tailor the requirement(s) based on the applicant's business type.
7. A comprehensive tool for managing, accepting, and maintaining Massage Establishment permits and massage technician business licenses. Ideal solution should have an interface with California Massage Therapy Council (CAMTC).
8. A comprehensive tool for managing, accepting, printing, and maintaining permits issued, which include Live Entertainment, Mobil Detailing, etc.
9. Ability to allow citizens, businesses, and staff to look up business licenses through a web interface on the City's website.
10. Ability to convert Standard Industrial Classification system (SIC) codes to North American Industry Classification System (NAICS) code. The solution should provide a mechanism to allow the applicant to look up their NAISC code.
11. Ability to interface or integrate with other software solutions, which include but are not limited to State websites (State Licensed Contractors, Massage Therapists, Cosmetologists, etc.), Tyler Technology products (ERP Pro 10, Munis, etc.), State of California Franchise, Tax Board (FTB), etc.
12. Ability to route approvals electronically and it would be preferred that approvals are routed to multiple approvers at the same time.
13. Ability to block / restrict fields (like social security number, tax ID number, etc.) from being viewable in the application based on security settings, including the ability to control which fields are displayed on reports.

14. Comprehensive set of tools that can be used to manage user access, security, and track changes entered into the system by users.
15. Robust reporting capability which allows users to produce reports with the following information:
  - a) New license activity
  - b) License renewal activity
  - c) Business listing by NAISC & SIC code
  - d) Delinquent / past due activity
  - e) Fee type activity
  - f) Cash receipt detail & summary by batch and payment activity
  - g) Aging report
  - h) Label / mail merge export
  - i) Ability to export and email reports
  - j) Ad hoc reporting to include reports by:
    1. License number, business name, and/or status
    2. Address range
    3. In & out of City
    4. SIC / NAICS
16. Complete software documentation and training manual for support staff, users, and administrators.

## **5 Proposals**

### ***5.1 Proposal Format***

The City of Lomita uses a qualifications-based selection process in obtaining these services. All requirements set forth in this RFP must be addressed. Proposals shall be concise and shall not exceed thirty (30) total pages with text and/or graphics including cover page, cover letter, resumes, and appendices. Preprinted and prepared general company advertising literature, such as color brochures, is discouraged unless they are specifically related to the services requested and referenced as such.

Please submit electronic submittals via email to [A.Fernandez@lomitacity.com](mailto:A.Fernandez@lomitacity.com). Facsimile materials will not be accepted. All proposals must be signed with the full name of the firm/vendor, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation. When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal. Modifications to a proposal after the proposal submittal deadline will not be accepted by the City.

### ***5.2 Proposal Content***

Proposals shall include, at a minimum, the following information:

#### ***5.2.1 Cover Letter***

A cover letter on company letterhead addressing the proposal. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal, and shall include the name, address, email, and phone number of the person(s) to contact

who will be authorized to represent your firm and sign a contract. In addition, the cover letter must state the legal name of the firm and acknowledge receipt of any and all addenda issued in association with this RFP.

### ***5.2.2 Minimum Experience Qualifications Summary***

Firms must demonstrate competence and capability to satisfactorily perform the scope of work. A description of the company's history, organization structure, and related work experience should be included. Identify the relevant studies performed by the Company in the last five (5) years.

### ***5.2.3 Project Scope***

Indicate a clear understanding of this work, and if there are any services that cannot be provided.

### ***5.2.4 References***

A list of at least three (3) recent references, including local government agencies where a similar service is or has been provided and any private clients. Include a) the names and telephone numbers of the firm and the key managers and professionals assigned to the project, b) a brief description of the project, and c) the time period for the project.

### ***5.2.5 Corporate Structure/Organization***

Describe how your firm is organized, noting major divisions and any parent/holding companies. Provide the Company's legal name and the authorized signor for any agreements. Provide the proposed organization structure under which the Company will provide the requested services to the City including the designation of the Principal in Charge and other key personnel. Provide the name, project responsibilities, experience, and resumes (including subconsultants) of designated personnel that will be assigned to work on the project, the amount of time they can be expected to give to the project, and their availability to the City.

### ***5.2.6 Cost Schedule Proposal***

For an actual service compensation system, a copy of the firm's current hourly rate schedule shall be provided, which reflects the fully loaded total hourly cost for each related position. For a percentage of fees systems, proposals shall clearly indicate what costs associated with the services will be offset by the percentage of those fees collection.

## **6 Acceptance or Rejection of Proposals**

### ***6.1 Reservation of Rights***

The City reserves the right to select the successful proposal(s) and negotiate one or more agreements as to the scope of services, the schedule for performance and duration of the services with the Company whose proposals is/are most in line with the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in the City's best interest. The City reserves the right to reject any and all proposals, or portions thereof, received in response to the RFP or to negotiate separately with any source whatsoever, in any manner



necessary, to serve the best interests of the City. Additionally, the City may, for any reason, decide not to award an agreement(s) as a result of this RFP. Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this RFP.

### ***6.2 Product Ownership***

Any documents or drawings resulting from the contract will be the property of the City of Lomita.

### ***6.3 Proposal Development Costs***

The cost of preparing and submitting a proposal is the sole responsibility of the firm submitting the proposal and shall not be chargeable in any manner to the City.

## **7 General Terms and Conditions**

### ***7.1 Licensing Requirements***

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful firm.

**A City of Lomita Business License will be required. Please contact the City of Lomita's Business License Office at (310) 325-7110.**

### ***7.2 Insurance Requirements***

Company, at Company's sole cost and expense and for the full term of the resultant agreement or any extension, shall obtain and maintain at least all of the insurance requirements of the City.

All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City of Lomita as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. The Company agrees to provide City with a copy of said policies, certificates, and/or endorsements.

Proof of insurance coverage for personal injury and property damage, including commercial general and automobile liability and contractual liability, shall be provided in the amount of not less than \$1,000,000 and in a form acceptable to the City. The City of Lomita shall be named an additional insured by separate endorsement. Carrier shall provide notice to the City of any change in or limitation of coverage or of cancellation no less than 30 days prior to the effective date. Proof of workers' compensation coverage pursuant to statutory requirements shall also be provided.

### ***7.3 Confidentiality of Proposal***

Proposals submitted in response to this RFP shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 7920.000 *et seq.*) until after either City and the successful Proposer have completed negotiations and entered into an Agreement or City has rejected all proposals. All

correspondence with the City, including responses to this RFP, will become the exclusive property of the City and will become public records under the California Public Records Act. The City will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption, as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary" ("Proprietary Information") the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give City written notice of Proposer's objection to the City's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost, or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information.

Proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

#### ***7.4 Amendments to RFP***

The City reserves the right to amend the RFP or issue addenda to all Proposers to answer questions for clarification.

#### ***7.5 Protest Procedures***

Submitted proposals will be made available for review in accordance with the California Public Records Act and after a submission of a Public Records Act Request to the City Clerk's Office.

1. Proposers may file a protest with the City Clerk. In order for a Proposer's protest to be considered valid, the protest must:
  - a) Be filed in writing not later than 5:00 p.m. (local time) on the fifth business day after the City issues a Notice of Intent to Award for the subject software system, based on one of the following criteria:
    1. The Proposer's disagreement with the determination or recommendation by the City regarding the Proposer's proposal;
    2. Non-compliance with RFP;
    3. Non-compliance with City policy; or
    4. Non-compliance with state or federal law.

- b) Clearly identify the specific irregularity or basis for the protest;
  - c) Specify, in detail, the factual and legal grounds for the protest;
  - d) Include all relevant supporting documentation with the protest at time of filing.
2. City Review: The City will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The City shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by the City relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this Section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

All protests filed with the City Clerk shall be delivered to the following address:

City of Lomita, City Clerk  
24300 Narbonne Avenue  
Lomita, CA 90717

## **8 Selection Process**

### ***8.1 Selection Criteria***

City staff will evaluate all proposals received and, based on the qualifications presented, will make a recommendation to the City Council for final consideration. Proposals will be evaluated based on the following criteria:

- 1. The firm's experience and capability to complete all aspects of the work, approach to the software system, stability, and past performance on similar systems. (15points)
- 2. Experience and qualifications of personnel assigned to this software system and their availability. (20 points)
- 3. References from clients with similar systems. (15 points)
- 4. The quality of the proposed software system approach, scope, value-added, manner, and thoroughness in which it is presented in the proposal. (20 points)
- 5. The proposed software system implementation timeline. (10 points)
- 6. Price proposal (including expenses). (20 points)

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.

### **8.2 Selection Schedule**

The tentative schedule for selection of a company is as follows:

<b>ACTION ITEM</b>	<b>DATE(S)</b>
Issue Request for Proposals	June 1, 2026
Last Date for Questions	June 29, 2026 at 1 P.M.
Latest Response Date from City on Questions	July 2, 2026
Submit Proposals	July 9, 2026 at 1 P.M.
Conduct Interviews (optional)	August 10 – August 21, 2026
Recommend Firm(s) Selection to the City Council	October 20, 2026
Notice to Proceed	October 27, 2026

## **9 Contact Information**

Questions regarding this RFP may be directed to:

Adrian Fernandez  
(310) 325-7110, ext. 122  
E-Mail: [a.fernandez@lomitacity.com](mailto:a.fernandez@lomitacity.com)

Any and all questions regarding this RFP must be submitted in writing (e-mail is acceptable and preferred) to the contact person identified above no later than June 29, 2026 at 1 P.M. Addenda (and answers to questions) will be posted to the City's website by July 9, 2026.

## **10 Attachment**

A. Sample Professional Services Agreement

## **ATTACHMENT A**

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### **SAMPLE PROFESSIONAL SERVICES AGREEMENT**



**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF LOMITA AND NAME**

This AGREEMENT for Engineering Services for Sewer System Management Plan is entered into this \_\_\_ day of \_\_\_, 20\_\_\_, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and NAME ("CONTRACTOR").

**RECITALS**

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for Engineering Services for Sewer System Management Plan.
- C. CONTRACTOR warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONTRACTOR to perform the services as described in **Exhibit A** of this Agreement.

**NOW, THEREFORE**, based on the foregoing recitals, CITY and CONTRACTOR agree as follows:

**1. CONSIDERATION AND COMPENSATION.**

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As an additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONTRACTOR an amount not to exceed \$xxx,xxx.xx, for CONTRACTOR's services, unless otherwise specified by written amendment to this Agreement. The City Council has also approved an additional xx% of these estimated costs, or up to \$xx,xxx.xx, for unexpected contingencies, or a total, not-to-exceed amount of \$xxx,xxx.xx. If CONTRACTOR incurs expenses exceeding its estimated costs of \$xxx,xxx.xx, the CONTRACTOR must request such expenses in writing, and the CITY's City Manager or his designee must approve of such requests, for CONTRACTOR to receive compensation for those costs.

- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONTRACTOR all uncontested amounts set forth in the CONTRACTOR'S bill within 30 days after it is received.

2. **SCOPE OF SERVICES.**

- A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

3. **PAYMENTS.** For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period. Nothing in this Section shall entitle CONTRACTOR for compensation not specified in Section 1 of this Agreement.

4. **TIME OF PERFORMANCE.** The services of CONTRACTOR are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A**," unless extended in writing by CITY.

5. **FAMILIARITY WITH WORK.** By executing this Agreement, CONTRACTOR represents that CONTRACTOR has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. **KEY PERSONNEL.** CONTRACTOR's key person assigned to perform work under this Agreement is Name(s). CONTRACTOR shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.

7. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on DATE, unless earlier termination occurs under Section 14 of this Agreement or extended in writing in advance by both parties.

8. **BEST MANAGEMENT PRACTICES AND TRAINING.** The contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The contractor shall certify they have received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.
9. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum, and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with the written agreement between the parties.
10. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
11. **PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state, and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
12. **LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION.** CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause.
13. **PREVAILING WAGE.**
  - A. Prevailing Wage. CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for



each craft, classification or type of worker needed to execute the services available to interested parties upon request and shall post copies at the CONTRACTOR'S principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and CONTRACTOR shall therefore comply with such Labor Code sections to the fullest extent required by law. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- B. Registration/DIR Compliance. If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONTRACTOR and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). CONTRACTOR shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR'S sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against CONTRACTOR or any subcontractors that affect CONTRACTOR'S performance of services, including any delay, shall be CONTRACTOR'S sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
- C. Labor Certification. By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.
- D. Employment of Apprentices. CONTRACTOR and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. CONTRACTOR or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between the CONTRACTOR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for

performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by CONTRACTOR on the project shall be returned to CITY. The CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

- F. CONTRACTOR agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portion of the work. CONTRACTOR shall be as fully responsible to CITY for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by its subcontractor, as CONTRACTOR is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in these Agreement shall create any contractual relationship between any subcontractor and CITY.

#### **14. TERMINATION.**

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONTRACTOR may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONTRACTOR shall, at CITY's option, become CITY's property, and CONTRACTOR will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

#### **15. INDEMNIFICATION.**

- A. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions

are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

- B. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 20, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

16. **ASSIGNABILITY.** This Agreement is for CONTRACTOR's professional services. CONTRACTOR's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

17. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that THE CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. THE CONTRACTOR will be free to contract for similar service to be performed for other employees while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

18. **AUDIT OF RECORDS.**

- A. THE CONTRACTOR agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONTRACTOR agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

- B. CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

19. **CORRECTIVE MEASURES.** CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.

## **20. INSURANCE REQUIREMENTS.**

A. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY.
2. General Liability Coverage. CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
3. Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
4. Professional Liability Coverage. CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by its employees, subcontractors, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONTRACTOR will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR for all claims made by CITY arising out of any errors or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance

company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
  2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
  3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
  5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
  6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONTRACTOR shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.

- F. Failure on the part of CONTRACTOR to procure or maintain the required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 14 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR'S behalf upon CONTRACTOR'S failure or refusal to do so to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.
21. **USE OF OTHER CONTRACTORS.** THE CONTRACTOR must obtain CITY's prior written approval to use any Contractors while performing any portion of this Agreement. Such approval must include approval of the proposed Contractor and the terms of compensation.
22. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONTRACTOR, its employees, sub-Contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONTRACTOR, its employees, sub-Contractors and agents.
23. **CORRECTIONS.** In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during the CITY'S review of CONTRACTOR'S report or plans. Should the CONTRACTOR fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONTRACTOR. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold

payment otherwise owed CONTRACTOR under this Agreement up to the amount of the cost of correction.

24. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONTRACTOR by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONTRACTOR'S services beyond the current fiscal year, the Agreement shall cover payment for CONTRACTOR'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

25. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u>  <u>ATTN: City Manager</u>	<u>Company</u> <u>Address</u>  <u>ATTN: Signer</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

26. **SOLICITATION.** CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than CONTRACTOR's bona fide employee, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid, nor has it agreed to pay any company or person, other than CONTRACTOR's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONTRACTOR breach or violate this warranty, CITY may rescind this Agreement without liability.

27. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the CONTRACTOR's or CITY's obligations under this Agreement.

28. **INTERPRETATION.** This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
29. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
30. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
31. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
32. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
33. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
34. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
35. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
36. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload,



experience in dealing with private Contractors, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

**37. DISCLOSURE REQUIRED.** (CITY and CONTRACTOR initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is a "contractor" for the purposes of the California Political Reform Act because CONTRACTOR'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONTRACTOR employed by CITY. CONTRACTOR hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to the Contractor commencing services hereunder, the City's Manager shall prepare and deliver to CONTRACTOR a memorandum detailing the extent of CONTRACTOR'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials \_\_\_\_\_

Contractor Initials \_\_\_\_\_

**OR**

By their initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is not a "contractor" for the purpose of the California Political Reform Act because CONTRACTOR'S duties and responsibilities are not within the scope of the definition of contractor in Fair Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY'S Conflict of Interest Code.

City Initials \_\_\_\_\_

Contractor Initials \_\_\_\_\_

[signatures on following page]

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF LOMITA

CONTRACTOR

\_\_\_\_\_  
Andrew Vialpando, City Manager

By:

\_\_\_\_\_  
Signatory, Title

ATTEST:

\_\_\_\_\_  
Kathleen Horn Gregory, City Clerk

\_\_\_\_\_  
XX-XXXXXX

Taxpayer ID No.

APPROVED AS TO FORM:

\_\_\_\_\_  
Trevor Rusin, City Attorney