



CITY OF CERRITOS
REQUEST FOR PROPOSALS
BUILDING & SAFETY SERVICES
RFP NO. 1562-25



SUBMIT TO:
CITY OF CERRITOS
OFFICE OF THE CITY CLERK
18125 BLOOMFIELD AVENUE
CERRITOS, CA 90703

SUBMITTAL DEADLINE:
WEDNESDAY, JUNE 25
AT 11:00 A.M.

**City of Cerritos
Building & Safety Services
Request for Proposals**

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**CITY OF CERRITOS
REQUEST FOR PROPOSALS
RFP BID NO. 1562-25
BUILDING & SAFETY SERVICES**

The City of Cerritos ("City") is seeking proposals by way of this Request for Proposals ("RFP") from qualified firms or individuals ("Consultant") to provide professional Building & Safety services related to building official, plan check, and inspection services for the City. The City's Building & Safety services are governed by Title 15 of the Cerritos Municipal Code "Buildings and Construction" which adopts applicable County of Los Angeles Building Codes, as the City's Code, including Building, Residential, Electrical, Mechanical, Plumbing, and Fire Codes. Building & Safety services are currently contracted through the County of Los Angeles, in close coordination with the Cerritos Department of Community Development. Services are provided Monday through Friday, 8:00 a.m. to 5:00 p.m., on-site, in-person at City Hall.

Submittal:	One (1) original and one (1) electronic version in PDF format (on a USB drive) must be received on or before 11:00 a.m. on Wednesday, June 25, 2025. The proposal submittal must include a completed and signed Conflict of Interest and Disclosure Form, included as Exhibit 2 of this RFP.
Addressed to:	Cynthia Nava, City Clerk
Address:	City of Cerritos Office of the City Clerk/1st Floor 18125 Bloomfield Avenue Cerritos, CA 90703
Mark Envelopes:	RFP NO. 1562-25, Cerritos_2025 B&S Services Proposal_[Name of Firm]
Label .PDF Files:	RFP No. 1562-25, Cerritos_2025 B&S Services Proposal_[Name of Firm]
Disclaimer:	It is the responsibility of the bidder to ensure that the bid is received by the deadline by City staff. Bids not received by the deadline will not be considered.

INQUIRIES

The point of contact ("Project Manager") for this RFP is Advance Planning Manager Sabrina Chan, who can be contacted by email at schan@cerritos.gov. Questions and written inquiries related to this RFP are to be submitted to:

City of Cerritos
Department of Community Development
Attention: Sabrina Chan, Advance Planning Manager
18125 Bloomfield Avenue
Cerritos, CA 90703
Via email: schan@cerritos.gov



All questions or requests for clarification regarding this Request for Proposals (RFP) must be submitted in writing by the designated question deadline on Wednesday, June 11, 2025 at 5:00 p.m. This deadline is established to ensure that the City has sufficient time to review, respond, and issue any necessary addenda. Questions received after the deadline may not be considered. Responses to all timely/reasonable submitted questions will be compiled and issued in writing and posted online for all known prospective proposers to ensure a fair and transparent process. It is the responsibility of each proposer to review any issued addenda prior to submitting a proposal.

Addendum(s), responses to questions received, and additional information will be posted to the City's website no later than 5:00 p.m. on Friday, June 13, 2025.



INTRODUCTION

The City of Cerritos ("City") is seeking proposals by way of this Request for Proposals ("RFP") from qualified entities or individuals ("Consultant") to provide professional Building & Safety services including building official, plan check, and inspection services for the City. The selected Consultant would support the Department of Community Development in maintaining the safety, quality, and regulatory compliance of built structures throughout Cerritos. Services to be performed may include, but are not limited to, the review of construction documents, applications, and plans, performance of field inspections, enforcement of applicable building/municipal codes, and verbal/written technical consultation with applicants and stakeholders.

Proposals for this project must meet all requirements and be submitted no later than 11:00 a.m. on Wednesday, June 25, 2025. The proposal submittal must include a completed and signed Conflict of Interest and Disclosure Form, included as Exhibit 2 of this RFP. Adherence to the instructions and guidance contained herein will facilitate the review and selection process among competitive proposals responsive to this RFP. Upon evaluation of the submitted proposals, the City will recommend the selected Consultant to the City Council for award of a contract.

COMMUNITY PROFILE

The City of Cerritos is a 9-square-mile city, located in the heart of the Los Angeles/Orange County metro center, midway between Downtown Los Angeles and Orange County. Because Cerritos is virtually the geographic center of the Los Angeles Basin, it has become one of Southern California's premier commercial crossroads. Cerritos is served directly by three major freeways and is close to two others. While Cerritos' central location has spurred its growth, innovation and leadership have sustained it. The City has pioneered in many areas, including building America's first solar-heated City Hall, undergrounding all utility lines and constructing a recycled water system to irrigate parks and street medians. The community features beautiful parks and recreation facilities, an outstanding school district, a world-class library, and comprehensive community services. Premier music, dance and theater performances are featured in the world-class Cerritos Center for the Performing Arts. Beautifully maintained neighborhoods, carefully planned retail areas, abundant recreational facilities and a world-class performing arts center make Cerritos an exciting, attractive place to live and work.

The City of Cerritos was incorporated in 1956 and became a charter city in 1959. The City was founded as a no/low property tax city, and as such depends on sales tax revenue to support City services. The City operates under a Council-Manager form of government with a City Manager and a five-member City Council that acts as the City's chief policy-making body. The Mayor, selected by the Council, is its presiding officer and serves a one-year term. The City Manager ensures the City's policies are implemented and oversees the City's six departments: Administrative Services, Community & Cultural Services, Community Development, Community Safety, Public Works, and Theater. The City employs a workforce of approximately 200 full-time and 300 part-time employees.

When the City was first incorporated, the community was largely dairy fields, with residential and commercial uses being developed. In 1988, new commercial, industrial and residential development continued, further modernizing and expanding the City to accommodate additional uses. By the early 2000s, the City became 99% built out, with a population of approximately 48,000 residents and 16,000 housing units.



The City of Cerritos prides itself in the provision of excellent City services, coupled with exceptional customer service. Services can be accessed by the public in-person at various City facilities, with City Hall business hours from 8:00 a.m. to 5:00 p.m. City employees, including all City contractors, are expected to provide patrons with timely assistance that reflect high-levels of professionalism and accuracy.

BUILDING & SAFETY SERVICES

The City's Department of Community Development is responsible for overseeing land use and development activities, including planning, zoning, building and safety, and code enforcement. It is the responsibility of the Department to ensure compliance with the City's Municipal Code and standards, and effectively promote a high-quality and aesthetically-pleasing built environment. The City's Building & Safety services operate as a function of the Department of Community Development. Building & Safety handles all aspects related to plan check, permit issuance, building and safety inspections, and issuance of Certificates of Occupancy/building final, in addition to serving as the City's Building Official.

The City's Building & Safety team works closely with the City's in-house planning team to ensure projects not only comply with California/Los Angeles County Building Codes, but also Cerritos development standards within the Cerritos Municipal Code. The Building & Safety team is comprised of a building official, plan checker, building and safety technicians, and inspectors. Building and safety technicians are City employees. The remaining building and safety services are contracted through the County of Los Angeles Department of Public Works as follows:

- One (1) full-time building official/plan checker
- One (1) full-time plan checker
- Three (3) full-time building and safety inspectors

The City accepts, reviews and approves plans both over the counter in-person and electronically. Currently, the City utilizes Hansen 7 as its permitting software. During FY 25/26, the City will transition from Hansen 7 to Tyler EnerGov's permitting software. The selected Consultant will be expected to utilize the City's permitting software in coordination with plan check review. The selected Consultant will be expected to sustain or improve turnaround times and service responsiveness under this workload, while maintaining clear, customer-focused communication with residents, applicants, and stakeholders.

Additionally, pursuant to Senate Bill 379, the County of Los Angeles currently provides the City with access to Epic-LA, as an online permitting platform for eligible express solar permits for the City of Cerritos specifically. Through contracting with the County of Los Angeles, the City maintains a consistent level of service delivery while relying on the County's technical expertise and staffing support, which will also be expected from the selected Consultant.

In-person Building & Safety services are available to the public during normal business hours, which are Monday through Friday 8:00 a.m. to 5:00 p.m. Additionally, after-hours inspection services are provided upon request by a project applicant or for public safety related Building & Safety matters.

Building Permit Activity

Over the last several years, the City of Cerritos has experienced and continues to experience, high volumes of permit and plan submittals for its residential, commercial, and



industrial uses. Approximately 50% of all projects are residential projects, and the other 50% are commercial/industrial projects. The table below provides an overview of permits issued and finalized over the past five (5) years.

	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
Permits Issued	2,649	2,886	2,927	3,131	2,542
Permits Finalized	2,345	2,199	2,260	2,425	2,372

A majority of residential projects include interior and exterior remodels, room additions, accessory structures, and other residential improvements. These types of permits represent a significant portion of the department's workload and require consistent attention to detail, timely plan reviews, and clear communication with homeowners and contractors. The City also works with developers for the development of new residential housing developments, which, at the appropriate time, would be subject to review by the Consultant Building & Safety team.

Additionally, the City continues to work with developers to upgrade and improve existing commercial centers and industrial properties. The City has twenty-seven high-performing commercial centers, including the Los Cerritos Center, the Cerritos Auto Square, the Cerritos Towne Center, and Plaza 183, and offers a robust industrial portfolio which includes the Cerritos Industrial Park. Project review includes tenant improvements, new industrial buildings, and new auto dealerships to smaller, but equally important, in-line store interior/exterior improvements, façade upgrades, building identification signs, and rooftop mechanical/electrical equipment.

Regarding Building & Safety inspections, Building & Safety inspectors work closely with the City's Current Planning staff to ensure conformance with building codes and City standards. In FY 23/24, an average of 6,225 inspections were conducted for the year. Inspection requests are currently accepted only by telephone, no later than 5:00 p.m. the prior day.

Customer Service

The City maintains high standards for customer service, while ensuring accuracy and adherence to code regulations. It is the City's expectation that customers be provided in-person assistance during regular business hours, and all phone calls and emails be provided with a response within twenty-four (24) hours. All Building & Safety staff are expected to provide professional and courteous communications to the public, with customer service being a priority when assisting the public.

SCOPE OF WORK

The ideal consultant team will provide highly qualified Building & Safety professionals that are committed to delivering efficient, accurate and timely plan check and counter services to meet the City's needs; have previous experience working for municipalities; are customer-service oriented; have sufficient on-going training to perform their assigned duties; and have experience successfully managing multiple tasks, assignments and responsibilities. The scope of work shall include, but is not limited to, the following:



Building Official

The selected consultant shall provide a full-time Certified Building Official ("Building Official"), who oversees the contracted Building & Safety staff, and serves as a representative of the City for Building & Safety matters. The Building Official shall enforce all applicable building codes, oversee permit issuance and inspections, and ensure safe and compliant development within the City. Additionally, the Building Official shall demonstrate the ability to provide a high level of Building & Safety expertise and services including, but not limited to:

- Functioning as the City's Building Official, as set forth in the California Building Code, in City-adopted building codes and ordinances, and as specified in Federal and State law;
- Issue Certificates of Use and Occupancy for buildings and structures;
- In coordination with the Director of Community Development or his/her designee, manage, oversee, and coordinate building permit and plan check, building inspection, building counter and building code enforcement services, so that they function as one Building & Safety organization;
- Maintain, amend, and develop ordinance and regulations necessary to implement and enforce the latest editions of the California/Los Angeles County Building Codes, including any and all related codes, or other uniform safety codes, laws, or regulations as adopted or amended by the City, deemed necessary to protect the health, safety, and welfare of the public;
- Performs plan checks;
- Make determinations on the approval and use of alternative materials and methods of construction;
- Performs after-hours services, including inspections, upon request by an applicant or for public safety Building & Safety matters;
- Prepare Planning Commission and/or City Council reports and recommendations related to Building & Safety matters, and attend Planning Commission and/or City Council meetings, as needed;
- Assist with complex inspections;
- Enforce inspection procedures and outline construction methods as required, and assist in the resolution of conflicts between building inspectors and contractors on controversial construction matters;
- Prepare Building & Safety code violation cases for submittal to the City Attorney's Office, when prosecution action is necessary in regards to code compliance;
- Make final interpretations concerning the application of Building & Safety codes;
- Monitor the collection of plan check, inspection, and permit fees and other Building & Safety activity level indicators, submit monthly activity reports to the City, and notify the City of any necessary staffing changes to maintain performance standards;
- Perform administrative Building & Safety related duties, including developing and implementing office policies and procedures and assuring that files and plans are secured, organized and kept up to date;
- Meet with developers, homeowners, business owners, architects, engineers, and the general public at City Hall or in the field, as needed, to resolve grievances and/or respond to questions and ensure timely project processing in compliance with Federal, State, and City laws and ordinances;
- Respond to public inquiries pertaining to Building & Safety matters;
- Ensure all consultant Building & Safety activity is entered into the City's permit tracking system in an accurate, complete, and timely manner; and
- Assist with annual budget preparation, as requested.



The Consultant shall provide an **in-house** Certified Building Official who will be available at the City of Cerritos Building & Safety front counter from 8:00 a.m. to 5:00 p.m., Monday through Friday, except City-designated holidays. The Building Official shall be available to the City's Executive Management Team and/or other designated staff members outside of business hours.

Plan Checker

The selected Consultant shall provide a full-time **in-house** dedicated plan checker for residential, commercial, industrial, and public agency sponsored projects. The plan checker shall:

- Perform architectural, structural, fire, accessibility, plumbing, mechanical, and electrical plan check review for buildings and structures for compliance with applicable Federal and State laws, Building & Safety codes, City ordinances, and acceptable engineering practices;
- Confirm building use, occupancy, and type of construction, and review construction of buildings and structures to determine satisfaction of safety requirements;
- Check for compliance with applicable codes adopted by the City, including but not limited to: Uniform Housing Code, California Building, Mechanical, Plumbing, and Electrical Codes, Uniform Swimming Pool Code, Uniform Solar Energy Code, and Seng, Tent, and Relocated Building Codes and any applicable adopted local amendment, State of California codes or regulations;
- Review and approve building/structural revisions to plans required during construction;
- Perform over-the-counter plan checks;
- Provide guidance and assistance with any other agency approvals required including but not limited to County of Los Angeles Fire, Sanitation District, Environmental Health, etc.;
- Provide assistance to the public regarding technical questions, including inquiries regarding Building & Safety code and regulations;
- Calculate building permit and plan check fees, if requested;
- Coordinate building permit requirements and interface with City Department and other agencies;
- Provide expedited plan check when requested by the City;
- Create a standard plan check for the City, to ensure consistency in plan review;
- Have the ability to serve as the Acting or Deputy Building Official in the absence of the Building Official; and
- Stamp and sign off plans, if reviewed plans meet all such requirements, and all changes/corrections have been addressed.

The selected Consultant shall provide a Certified Plan Checker who will be available at the Building & Safety front counter from 8:00 a.m. to 5:00 p.m., Monday through Friday, except City-designated holidays.

Inspectors

The selected Consultant shall provide dedicated fully trained and certified Building & Safety inspectors for the City of Cerritos. Inspector services shall include:

- Building inspection services for all construction regulated by all applicable Federal, State and City Building & Safety code/ordinances, and National Pollution Discharge and Elimination System Permit (NPDES) requirements, when applicable;
- Review plans for building construction, plumbing, electrical and mechanical details prior to performing inspections;



- Inspect building and structures, for which building permits have been issued, for compliance with the approved plans and applicable codes and ordinances
- Initiate soil tests where evidence indicates soil instability;
- Inspect for compliance with conditions of approval set forth by the City's Department of Community Development;
- Coordinate with various City and County agencies and departments, including but not limited to Los Angeles County Fire Department, Environmental Health Department of the County of Los Angeles, and other governmental agencies providing services and/or having jurisdictions over any aspects of a development project in order to obtain compliance with the above Building & Safety code regulations;
- Enforce conditions of approval associated with discretionary permits regarding Building & Safety regulations, as approved by the City;
- Issue notice(s) of violation when violation(s) of the above referenced codes and regulations occur;
- At the Consultant's sole expense, provide all vehicles, fuel, maintenance and other equipment necessary for field personnel to carry out building permit inspections and all required duties;
- Provide special inspections by qualified inspectors and conduct investigations as directed by the City, including field and office research and the preparation of letters and/or documents;
- Prepare daily inspection schedule;
- Input daily inspection information and notice of violations into the City's computer permit tracking system; and
- Provide inspection, investigation and enforcement for violations to all the above-referenced Building & Safety codes and regulations, as well as other adopted City ordinances, which relate to Building & Safety issues.

The selected Consultant shall provide three (3) Certified Inspectors who will be available at the City of Cerritos Building & Safety front counter from 8:00 a.m. to 9:00 a.m., Monday through Friday, except City-designated holidays. Daily inspections shall be completed during the City's regular business hours following in-person front counter tasks, from 9:00 a.m. to 5:00 p.m., Monday through Friday, except City-designated holidays. In special circumstances, after-hours and/or weekend inspections may be required. An inspector shall be available to the City's Executive Management Team and/or other designated staff members outside of regular business hours.

Automated Online Solar Permitting Platform

Senate Bill 379 (SB 379) requires that local jurisdictions implement an online permitting platform that can verify code compliance and issue express solar permits in real-time for eligible residential solar energy systems. Currently, the County provides to the City, an online permitting platform specifically for the City that satisfies the requirements of SB 379. The selected consultant will be required to provide a similar online permitting platform for eligible residential solar permits. The City's strong preference is not to use SolarAPP+, but rather an alternative customizable platform recommended by the Consultant, due to the city's interest in maintaining the requirement that applicants complete and submit a City of Cerritos Homeowner Acknowledgement Form and a Permit Declaration Form.

Provision of Paper Materials

Currently, all paper materials related to plan check review and inspections are provided to the City by the County. Subject to the City's approval of design of materials, the selected Consultant shall be responsible for provision of paper materials such as stop work notices,



notices of violation, correction notices, inspection scheduling pads, and daily inspection schedules.

Building & Safety Software Transition

During FY 25/26, the City plans to transition its permitting program from Hansen 7 to Tyler's EnerGov. The software transition will be managed by City staff.

Prior to full implementation of the new permitting software, as part of this RFP, the selected Consultant shall propose a temporary Consultant-operated electronic management system for plan check and inspections, in addition to the Hansen 7 software. Until the EnerGov platform is implemented, the Consultant shall be required to utilize the City's Hansen 7 software. The Consultant shall include in the proposal a transition plan to ensure continuity of Building & Safety services to the public.

Performance Standards & Monitoring

At all times, all Consultant staff shall conduct themselves in a courteous and professional manner and utilize telephone, email and in-person communication to coordinate and assist applicants.

The Consultant shall be responsible for providing performance monitoring data to the City to show the achievement of performance standards. Performance monitoring data shall include information including, but not limited to:

- Customer service responsiveness
- Accuracy of plan check review, inspections, and services provided
- Average time for a completed plan check

Turnaround Times

The selected Consultant will be expected to meet stated turnaround times for plan check. The proposal should describe what process is used to ensure that turnaround times are consistently met and accuracy of work is verified. The proposal should include the following table as part of the proposal:

Project Type		Standard Turnaround Time in Business Days	Expedited Turnaround Time in Business Days
Single-Family Residential			
	New Construction		
	Addition		
	Remodel		
	Second Unit/ADU		
Multi-Family Residential			
	New Construction		
	Addition		
	Remodel		
Commercial/Industrial			
	New Construction		
	Addition		
	Tenant Improvement		

Expedited plan check requests shall be completed upon the request of City management staff. Additionally, it should be noted that there is extensive coordination between the City's



Planning team and Building & Safety team. Often, plan check corrections will trigger a new review by the Planning team, and subsequent review by Building & Safety.

Inspections

Inspections are accepted via telephone until 5:00 p.m. for the next business day, and a.m./p.m. Inspection windows are made available to the public on the day of the inspection.

As special circumstances dictate, after-hours or weekend inspections may be required to be conducted. After-hours inspection services shall be provided upon request by a project applicant or for public safety related Building & Safety matters. The Building Official shall serve as the liaison to City staff for these emergency matters.

Transition from Current Service Provider

The proposal shall outline a plan for a seamless and smooth transition from the City's current service provider, the County of Los Angeles, to the selected Consultant's services. The plan shall provide timelines based on the anticipated award of contract date and include the proposed date of full service transition from the County to the Consultant. This process shall ensure minimal to no impacts to residents, businesses, and applicants.

STAFFING AND COST PROPOSAL

Staffing Proposal

The proposal shall identify the number of persons for each position that would be dedicated to the City on a full-time basis to provide the services described herein. The proposal should clearly indicate the proposed staff member's name, title, and service to be provided, along with whether the individual will be full-time, part-time, as-needed, off-site, etc. Multiple staffing level options may be proposed based on preference of the Consultant.

Please note, that once assigned to perform work under this contract, key personnel shall not be removed or replaced without prior written consent from the City. If key personnel are not available to provide work for a continuous period exceeding thirty (30) calendar days, the Consultant shall immediately notify the City, and shall, subject to the approval of the City, replace such personnel with personnel of substantially equal abilities and qualifications.

Cost Proposal

A cost proposal shall be included that provides a detailed cost proposal to accomplish and provide the services requested in addition to a maximum number of hours of service performed per each staff member per month. The cost proposal shall include hourly rates, fee formulas and/or other methods of determining the cost to provide the services requested. Should the requester propose any variations or formulas in the cost proposal that are based on certain levels of permit activity, justification shall be provided. The following cost table should be provided as part of Consultant's cost proposal:

Staff Name/Title	Hourly Rate	Maximum Number of Hours of Service Per Month (Assuming 23 Business Days)



The cost proposal shall also include a schedule of hourly compensation rates for after-hours/emergency requests and inspections should the maximum number of hours of service per month be exceeded, as well as a schedule of additional charges for incidental expenses, not otherwise included in the hourly rates.

In addition to the hourly rate fee schedule, should there be any proposed start-up costs, a lump-sum amount shall be presented in the proposal with provided justification.

Term of Agreement

The term of the agreement is expected to commence on September 1, 2025, for a five (5) year period.

PROPOSED PROJECT SCHEDULE

The aforementioned dates are target dates for evaluation and scheduling purposes. The City reserves the right to modify the proposed schedule based on proposals received.

Activity	Date
Issuance of RFP	Friday, June 6, 2025
Question Deadline	Wednesday, June 11, 2025, 5:00 p.m.
Responses Posted to City Website	Friday, June 13, 2025, no later than 5:000 p.m.
Proposal Submission Deadline	Wednesday, June 25, 2025, 11:00 a.m.
Evaluation of Proposals Received	Thursday, June 26, 2025 through Friday, July 11, 2025
Bidder Interviews (at City's discretion)	Week of July 14, 2025
Award of Contract (Subject to Change)	Thursday, August 14, 2025

PROPOSAL SUBMITTAL GUIDELINES

The point of contact ("Project Manager") for this Request for Proposal (RFP) is Advance Planning Manager Sabrina Chan. Questions and written inquiries related to this RFP are to be submitted to:

City of Cerritos
Department of Community Development
Attention: Sabrina Chan, Advance Planning Manager
18125 Bloomfield Avenue
Cerritos, CA 90703
Via email: schan@cerritos.gov
Via phone: (562) 916-1201

Proposals in response to this RFP are to be submitted to:



City of Cerritos
Office of the City Clerk
18125 Bloomfield Avenue
Cerritos, CA 90703
Via email: city_clerk@cerritos.gov

Addendum(s), responses to questions received, and additional information will be posted to the City's website.

All proposals must be received no later than 11:00 a.m. on Wednesday, June 25, 2025. It is the responsibility of the bidder to ensure that the bid is received at the appropriate location by the deadline. Bids not received in the Office of the City Clerk by the deadline provided will not be considered.

Submitted proposals must include one (1) signed hard copy original, and one (1) electronic copy via a USB thumb drive. The proposal submittal must include a completed and signed Conflict of Interest and Disclosure Form, included as Exhibit 2 of this RFP.

All proposals shall fully address the described scope of work.

PROPOSAL SUBMITTAL REQUIREMENTS

The ideal Consultant or Consultant team shall clearly demonstrate their qualifications and capacity to deliver the Building & Safety services outlined in this Request for Proposals (RFP). Interested parties are required to submit one (1) hard copy and one (1) electronic version of their complete proposal package. Submittals must be organized and comprehensive, addressing all components listed below:

- **Cover Letter.** Provide a concise letter of interest signed by an authorized representative of the firm summarizing the firm's qualifications and expressing the Consultant's capability to providing the services requested in this RFP.
- **Scope of Work Proposal.** Detail the Consultant's understanding of and ability to implement the Scope of Work discussed in the RFP.
- **Staffing and Cost Proposal.** Provide a staffing proposal and cost proposal as requested in the RFP.
- **Key Personnel.** Identify all project personnel, including subcontractors, and their proposed role to the City, the percentage of involvement of staff members/staff positions that would provide the services anticipated by this RFP, percentage of time committed, and summarize the relevant qualifications, experience, and certifications of each staff member. Include resumes of all professional and technical personnel involved in the project.
- **Experience.** Describe the firm's resources, experience and capabilities as they relate to the scope of services described herein, particularly for municipal clients in Los Angeles County. Outline the firm's relevant experience, highlighting specific past experience that demonstrate expertise in plan check and inspection services. Include a list of jurisdictions served and the nature of services provided.



- **References.** Provide a list of a minimum of three municipal (3) clients for whom the consulting firm has performed similar work. The reference shall identify the client, a contact name, telephone number, description of services provided, and location where the service was performed.
- **Conflict of Interest Notification and Disclosure Form.** A completed and signed Conflict of Interest Notification and Disclosure Form, included as Exhibit 2 to the RFP, shall be submitted with the submitted proposal.
- **Additional Information.** Include any other documentation or materials that demonstrate the firm's qualifications and enhance the proposal's competitiveness. This may include awards, letters of commendation, sample reports, client testimonials, or other documentation that demonstrates your firm's ability to deliver effective, efficient, and customer-focused services in a municipal context.

SELECTION PROCESS

Initial Review

All proposals received by the City will be screened for completeness and compliance with the submission requirements outlined in this RFP. Incomplete proposals or those failing to meet the minimum criteria may be disqualified from further consideration without review.

Evaluation of Proposals

Proposals that pass the initial screening will be evaluated by a selection panel composed of City staff. The evaluation will consider factors including, but not limited to, the firm's experience with municipal Building & Safety services, qualifications and availability of proposed personnel, clarity and responsiveness of the work approach, and the competitiveness of the proposed fee structure.

All proposals received will be evaluated by a City review panel composed of staff from the Community Development Department and other relevant departments. The evaluation will consider each proposal's completeness, qualifications, approach to service delivery, responsiveness to the Scope of Work, and overall value to the City.

Evaluation Criteria

Proposals will be evaluated based on a comprehensive review of the proposer's qualifications, experience, methodology, and cost competitiveness. The City is seeking a qualified firm that demonstrates a clear understanding of the City's needs and is capable of providing responsive, efficient, and high-quality Building & Safety services. The evaluation panel will assess each proposal using the following criteria:

1. Consultant Experience and Qualifications

The proposer's demonstrated experience in providing comparable Building & Safety services for municipalities will be heavily considered. Particular emphasis will be placed on recent contracts with cities of similar size and service complexity. Proposals should reflect an understanding of working in high-volume environments and transitioning from county-based services, if applicable.



2. Understanding of and Ability to Implement Scope of Services

The proposal will be evaluated for its clarity and responsiveness to the Scope of Work. The panel will assess the proposed methodology, internal processes, and ability to deliver timely plan check, inspection, and permit services. The ability to provide on-call and emergency services, implement code updates, and interface effectively with the public will also be reviewed.

3. Key Personnel

The qualifications and availability of proposed personnel will be a major consideration. Proposals should demonstrate that staff assigned to Cerritos are experienced, certified (e.g., ICC, CASp), and capable of working in a collaborative, fast-paced municipal environment with attentiveness to customer service. The percentage of time committed and level of in-office presence will also be reviewed.

4. Staffing and Cost Proposal

The reasonableness, clarity, and competitiveness of the proposed staffing and cost proposal will be considered. Proposals that provide cost-effective service delivery while maintaining high performance standards will be rated more favorably. The City prefers compensation structures that align with permit revenue and clearly delineate all direct and indirect costs.

Evaluation Criteria Table

Criteria	Weight
Consultant Experience and Qualifications	30%
Understanding of and Ability to Implement Scope of Services	30%
Key Personnel	20%
Staffing and Cost Proposal	20%
Total	100%

Interviews (If Applicable)

At the City's discretion, one or more top-ranked firms may be invited to participate in an interview. These interviews will allow proposers to elaborate on their qualifications, discuss project-specific challenges, and demonstrate their ability to collaborate with City staff. Supplemental materials or revised cost information may be requested during this stage.

Final Selection and Negotiation

The City will identify the Consultant that offers the best overall value based on qualifications, service capacity, and proposed cost. Selection does not constitute an award of contract. The City will enter into negotiations with the top-ranked Consultant to finalize the scope, staffing, and terms of the agreement. If a mutually acceptable agreement cannot be reached, the City may initiate negotiations with the next highest-ranked Consultant.

The City reserves the right, where it may serve the best interest of the City, to request additional information and clarification from Consultants. Upon the final selection of a Consultant, the scope of services may be modified and refined during negotiations with the City. A sample Professional Services Agreement is attached as Exhibit 1.



City Council Award

The final agreement will be subject to review and approval by the Cerritos City Council. The City reserves the right to reject any or all proposals, waive informalities, and select the proposal deemed most advantageous to the City.

GENERAL CONDITIONS

1. The City of Cerritos reserves the right to withdraw, modify, or reissue this Request for Proposals (RFP) at any time without prior notice. No representation is made that any agreement will be awarded pursuant to this solicitation. The City may also postpone the opening or review of proposals for its convenience and reserves the right to reject any or all proposals submitted without providing specific reasons.
2. The City shall not be liable for any costs incurred by Consultants in the preparation or submission of a proposal, in responding to requests for clarification, or in any other aspect of participation in the selection process prior to the execution of a formal agreement.
3. Selection of a Consultant is not based solely on the lowest price proposal. The City reserves the right to select the Consultant who, in the City's judgment, offers the most value and is best qualified to perform the services outlined in the RFP.
4. It is the City's intent to enter into a fixed-price agreement. Under no circumstances will the City be responsible for payment exceeding the amount negotiated in the executed contract unless mutually agreed upon in writing by both parties.
5. All proposals received in response to this RFP may be rejected at the City's sole discretion. Any contract award will be made to the Consultant determined to be the most qualified and best suited to the City's needs, as evaluated by City staff.
6. Prior to the commencement of services, the selected Consultant must comply with and provide proof of all required insurance coverages with valid effective dates. This includes, but is not limited to: worker's compensation; comprehensive general liability; automobile liability; and professional liability insurance including contractual liability coverage; in amounts not less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate, or as specified by the City.
7. The City retains the right to reject any or all proposals or portions thereof; to waive any irregularities or informalities permitted under applicable law; to issue addenda, clarifications, or modifications to the RFP; to cancel the proposal process in part or in full; to modify the evaluation and selection process at its discretion; to negotiate with any or all respondents; and to award contracts to more than one Consultant if such an approach is determined to be in the City's best interest.



EXHIBIT 1: SAMPLE PROFESSIONAL SERVICES AGREEMENT



Consultant Agreement

CITY OF CERRITOS

This contract form is used for professional services (including design professionals) and other services where City goes out to formal bid. If used for non-professional services, professional liability insurance should not be required. This was prepared for Mayor's signature but it may be possible that signatory is someone other than Mayor.

By and Between
CITY OF CERRITOS
and

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CERRITOS AND**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 202__ by and between the CITY OF CERRITOS, a California municipal corporation ("City") and _____, _____ ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Cerritos' Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Service shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ Dollars and _____ Cents (\$) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)

(Title)

(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be [REDACTED], or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least \$1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability

insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than \$1,000,000 per claim and no less than \$1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

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

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following “cancellation” notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant’s activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant’s indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A-” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City (“Risk

Manager”) due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to City, and access shall be provided by Consultant’s successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City 30 days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such

damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of

this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Cerritos, 18125 Bloomfield Ave, Cerritos, CA 90703 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification

of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CERRITOS, a municipal corporation

Frank Aurelio Yokoyama, Mayor

ATTEST:

Cynthia Nava, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Pam K. Lee, City Attorney

CONSULTANT:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	_____
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	DATE OF DOCUMENT
SIGNER IS REPRESENTING:		_____
(NAME OF PERSON(S) OR ENTITY(IES))		_____
_____		SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	_____
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	DATE OF DOCUMENT
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	_____
SIGNER IS REPRESENTING:		SIGNER(S) OTHER THAN NAMED ABOVE
(NAME OF PERSON(S) OR ENTITY(IES))		

EXHIBIT "A"
SCOPE OF SERVICES

- I. Consultant will perform the following Services:**

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

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

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

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

EXHIBIT “B”
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

SAMPLE

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

	RATE	TIME	SUB-BUDGET
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

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

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

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

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely in accordance with the following schedule:**

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

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

- A.
- B.
- C.

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

EXHIBIT 2: CONFLICT OF INTEREST NOTIFICATION AND DISCLOSURE FORM





CITY OF CERRITOS CONFLICT OF INTEREST NOTIFICATION AND DISCLOSURE FORM

RFP/BID/PROCESS NO: _____
(please provide the process number above as referenced in the official notice)

PURPOSE:

The City of Cerritos requires all contractors and sub-consultants to disclose any potential or actual conflicts of interest that may arise in connection with the services provided under the City's contracts. This form ensures transparency and accountability in City projects and upholds the public trust.

SECTION I: INSTRUCTIONS

All persons or firms seeking contractual agreements with the City of Cerritos must complete this form accurately and submit this form along with any such proposal. This requirement also applies to any proposed subconsultant(s). Failure to comply with this requirement may cause your proposal to be declared non-responsive. Any questions regarding the information required to be disclosed on this form should be directed to the City representative listed in the RFP/bid notification for the specific project or service to be awarded.

Name of Firm: _____
Name of Preparer: _____
Project No. & Title: _____
Date Submitted: _____

SECTION II: QUESTIONS

1. During the last twelve (12) months, has your firm provided a source of income to any City of Cerritos elected or appointed official(s) and/or employees, or have any City of Cerritos elected or appointed officials and/or employees held any investment (including real property) in your firm?

YES

NO

If "yes," please list the names of those City of Cerritos elected or appointed officials and/or employees and the nature of the financial interest (please attach additional sheets to this form if more space is needed):

Name:	Nature of Financial Interest:
_____	_____
_____	_____
_____	_____

2. Have you or any members of your firm been an elected or appointed official and/or employee of the City of Cerritos within the last twelve (12) months?

YES

NO

If "yes," please list the name, position, and dates of service (please attach additional sheets to this form if more space is needed):

Name	Position	Dates of Service
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Are you or any managers, partners, or officers of your firm related by blood or marriage/domestic partnership to a City of Cerritos elected or appointed official and/or employee that is considering your proposal?

YES

NO

If "yes," please list the name and nature of the relationship (please attach additional sheets to this form if more space is needed):

Name:	Nature of Relationship:
_____	_____
_____	_____
_____	_____
_____	_____

4. Does a City of Cerritos elected or appointed official and/or employee hold a position at your firm as a director, officer, partner, trustee, employee, or any position of management?

YES

NO

If "yes," please list the name and nature of the relationship (please attach additional sheets to this form if more space is needed):

Name:	Nature of Relationship:
_____	_____
_____	_____
_____	_____
_____	_____

5. Have you or any managers, partners, or officers of your firm ever given (directly or indirectly), or offered to give on behalf of another or through another person, campaign contributions or gifts to any City of Cerritos elected or appointed official and/or employee (including contributions to a political committee created by or on behalf of a member/candidate)?

YES

NO

If "yes," please list the name, date the contribution or gift was given/offered, and dollar value (please attach additional sheets to this form if more space is needed):

Name:	Date:	Dollar Value:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION III: VALIDATION STATEMENT

By signing below, I acknowledge that:

- I have read and understand this form in its entirety;
- I am disclosing all relevant information regarding potential conflicts of interest in good faith; and
- I will notify the City of Cerritos immediately of any conflicts that arise during the term of this contract.

This Validation Statement must be completed and signed by at least one General Partner, Owner, Principal, or Officer authorized to legally commit the proposer.

DECLARATION

I, (printed full name) _____, hereby declare that I am the (position or title) _____ of (firm name) _____, and that I am duly authorized to execute this Validation Statement on behalf of this entity. I hereby state that this City of Cerritos Conflict of Interest Form dated _____ is correct and current as submitted. I acknowledge that any false, deceptive, or fraudulent statements on this Validation Statement will result in rejection of my proposal and certify under penalty of perjury under the laws of the State of California that the information provided on this form is true and complete.

Signature of Person Certifying for Proposer
(original signature required)

Date

NOTICE

A material false statement, omission, or fraudulent inducement made in connection with this City of Cerritos Conflict of Interest Notification and Disclosure Form is sufficient cause for rejection of the contract proposal or revocation of a prior contract award.