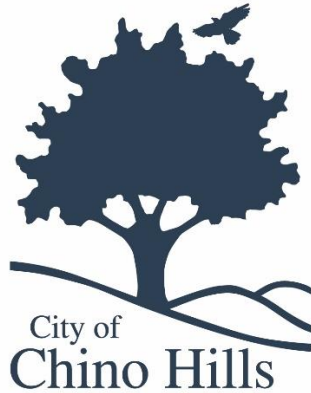




REQUEST FOR QUALIFICATIONS (RFQ) for ON-CALL ENGINEERING SERVICES - LAND DEVELOPMENT

Date: June 11, 2025

Department: COMMUNITY DEVELOPMENT

Overview of RFQ Process:

The City of Chino Hills (City) is updating the Engineering – Land Development Services category of its Qualified Consultant List (List), previously updated in 2023. The updated List will include the 2023 previously qualified consultants.

Firms placed on the on-call List will have the opportunity to provide their services on a project-by-project basis for both City-initiated and City-reviewed privately developed projects. Consultant selection for specific projects will be determined by the City based on a comparative review of proposals. The City reserves the right to select consultants not on the List in instances where a firm is uniquely qualified for a particular project.

The List will remain valid until 2028.

Current Information:

All firms placed on the List are expected to notify the City of change of business ownership, name or new contact information (address, emails and phone numbers) within ninety (90) days of such change. Failure to notify the City may result in removal from the List.

Submittal Requirements:

Statements of Qualifications Due Date: **July 10, 2025**, Time: **2:00 PM**

Statements of Qualifications must be submitted to the:

City Clerk's Office
City of Chino Hills
14000 City Center Drive
Chino Hills, CA 91709

Statements of Qualifications will be received by the City of Chino Hills at the office of the City Clerk, 14000 City Center Drive, Chino Hills, California 91709, until 2:00 pm, July 10, 2025. The City will not accept late submittals.

One copy of the firm's Statement of Qualifications plus one digital copy (preferably on a flash drive) must be submitted in a sealed envelope, addressed to the City Clerk at the above referenced address. The sealed envelope containing the SOQ must be plainly marked on the outside as "**Statement of Qualifications for On-call Engineering Services – Land Development**" and company's name and address.

Copies of the Request for Qualifications may be obtained at the Community Development Department of the City of Chino Hills, 14000 City Center Drive, Chino Hills, California 91709. Questions regarding the RFQ should be directed to Yvette Brunetto (909) 364-2783, ybrunetto@chinohills.org.

Required Submission Contents:

Each proposing firm (Proposer) is requested to submit one SOQ that will incorporate the required material for each service for which the Proposer wishes to be considered. Each SOQ is expected to provide the following information.

1. **Overview of the Firm:** The SOQ must provide an overview of the firm, including: years in business; type of business entity (e.g., corporation, sole proprietor); list of owners and principal members; location(s) of office(s); location of office through which services to the City will be performed; name and contact information for person responsible for firm contractual actions, and who will notify the City when the person assigned to the City has changed; description of services provided.
2. **Project Team:** The SOQ must identify the name, position, and project responsibility for each principal or senior level staff person to be assigned to prospective City of Chino Hills projects. Resumes, not to exceed two pages, must be provided for each project team member.
3. **Relevant Experience:** The SOQ must provide relevant information demonstrating its expertise in providing each service for which it wishes to be considered. Relevant experience must include a description of five projects for which the firm provided services comparable to those being requested in this SOQ. For each project, the SOQ

must describe client, contact, contact information, budget, beginning and ending date, members of project team involved with project, and other pertinent information. Firm brochures and lengthy project description material are discouraged.

4. **Project Approach:** The SOQ must provide a discussion regarding the firm's approach to providing the environmental, planning, traffic engineering, building inspection, and/or commercial brokerage services for which they wish to be considered. This discussion must include specifics regarding the Proposer's approach to project management, problem solving, cost management and quality control.
5. **References:** The SOQ must identify at least five references regarding similar projects completed by the firm within the last two years. These references must attest to the firm's professionalism, problem-solving abilities, product quality, and on time and on budget performance. Each reference must include:
 - a) Client name, contact name and title, address, telephone number, email.
 - b) Project description, including total cost firm charged from project services.
 - c) Project start to finish time.
6. **Costs:** The SOQ must provide a schedule of hourly fees by personnel, and rates for reimbursable costs. Fees and rates are expected to remain fixed for a period of at least 12 months. The firm shall notify the City of any increase in fees and rates as they become effective.
7. **Compliance:** The SOQ must include the following statements:
 - a) The firm agrees to all terms of the Professional Services Agreement (which is included as Attachment A to this RFQ) or specifies each term that it is unwilling to accept and the reason for the non-acceptance.
 - b) The firm shall adhere to all federal laws and regulations notwithstanding any state or local laws and regulations. In case of conflict between federal, state or local laws, the strictest shall be adhered to.
 - c) The firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.
 - d) The firm shall comply with the California Labor Code pursuant to said regulations entitled: Federal Labor Standards provisions.
 - e) The firm shall comply with the Copeland Anti-kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

- f) The firm shall immediately notify the City in writing of any expected conflicts of interest.

Scopes of Services:

General scopes of services are outlined below. Companies placed on the on-call consultant List will be asked to provide detailed scopes of work, budgets, and schedules for specific projects as they arise.

Engineering Services – Land Development

1. Perform Tentative Map and Development Entitlement Review and Conditioning
2. Acting City Surveyor services (map guidance, signatures, etc.)
3. Perform Mapping Review Services
 - o Final Map
 - o Legal Descriptions
 - o Lot Line/Lot Merger and Certificate of Compliance
4. Provide Technical assistance to City staff regarding mapping inquiries and research
 - o Prepare legal descriptions and legal sketch exhibits
5. Prepare legal descriptions and exhibits for special projects
6. Perform Review of Geotechnical Reports
7. Perform Review of Grading Plans
 - o Rough Grading
 - o Precise Grading
8. Perform WQMP and NPDES Compliance Review
9. Perform Hydrology and Hydraulic calculation Review
10. Perform Infrastructure Improvement Plan Review
 - o Street
 - o Water
 - o Sewer
 - o Storm Drain
11. Perform Peer Review of Traffic Engineering Reports (traffic and parking)
12. Provide Public Works Inspection Services
13. The Consultant is also expected to have the ability to accept and review plans/reports electronically, and coordinate with all involved City Departments.

Evaluation Criteria:

Each SOQ submitted according to the provisions outlined in this RFQ will be evaluated by the City of Chino Hills, based on the following criteria:

- a) Experience and technical competence of the Proposer.
- b) Demonstrated ability of personnel on similar projects.
- c) Reports from references.

- d) Responsiveness of project approach.
- e) Thoroughness of Proposer's response to this RFQ.
- f) Willingness to agree to all terms of the Professional Services Agreement.

If determined to be necessary, the City may invite companies for an interview. The City also reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process. **The City will only contract for a fair and reasonable price.**

Agreement for Professional Services:

The City has provided a copy of the Agreement for Professional Services. Please review this agreement and provide the City with a written statement of your firm's willingness to accept the terms of the agreement. **Please specifically identify each and every term of the agreement which your firm is unwilling to accept and the reason therefore (See Attachment A).**

Insurance:

Within three (3) business days of successful selection to enter into an Agreement, the consultant must provide the City with Certificates of Insurance providing coverage as outlined in Section 15 of the Agreement for Professional Services naming the City, its agents and officers as additional insureds by written endorsement.

Business License:

The successful consultant(s) and any sub-consultants are required to obtain a City Business License prior to the execution of an Agreement and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal.

Subcontracting:

The Proposer may utilize the services of specialty subconsultants on those parts of the work that, under normal contracting practices, are performed by specialty subconsultants. Unless a specific subconsultant is listed by Proposer, Proposer is representing to City that Proposer has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of his/her proposal, the Proposer shall not award work to any unlisted subconsultant(s) without prior written approval of the City. The Proposer shall be fully responsible to the City for the performance of his/her subconsultants and of persons either directly or indirectly employed by them.

Nothing contained herein shall create any contractual relation between any subconsultant and the City.

Public Information:

All materials received relative to this RFQ will become public information and be available for inspection after the selection process is completed. The City reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

Levine Act Reminder

Contractor represents that it is familiar with the provisions of the Levine Act (Gov't Code § 84308) and hereby warrants that neither it nor any agent acting on its behalf has contributed more than \$250, in the aggregate, to any "officer" of the City of Chino Hills while a proceeding involving this Agreement was "pending," as those terms are defined in the Levine Act and its implementing regulations. Contractor further warrants that it will not make, or cause to be made, any contributions in violation of the Levine Act in the 12 months following the effective date of this Agreement. Contractor acknowledges and understands that a violation of the Levine Act is cause for termination of this Agreement.

Attachments:

Attachment A - Professional Services Agreement (for Design Professionals)

**AGREEMENT NO.
FOR PROFESSIONAL SERVICES**

BRIEF DESCRIPTION OF PROJECT

THIS AGREEMENT, made and entered into this ____th day of ____, 2022, between the CITY OF CHINO HILLS, a California municipal corporation and general law city, hereinafter referred to as "City" and ____ (include Legal Name and DBA) hereinafter referred to as "Consultant". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES. Consultant agrees to perform the services set forth in Exhibit A "SCOPE OF SERVICES" attached hereto and made a part hereof. Consultant shall submit its work to the City for its review after completing each phase of the project as described in Exhibit A, or when otherwise requested by the City. Consultant shall, at its own cost, make any revisions of its own work as required by the City and re-do, at its own cost, any work which the City finds unsatisfactory due to Consultant's or subcontractor's errors or omissions. Consultant represents and warrants that it has the qualifications, experience and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law. Consultants shall begin its services under this Agreement on ____.

2. STATUS OF CONSULTANT. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City except information or reports required by government agencies to enable Consultant to perform its duties under this Agreement.

3. CONSULTANT'S KNOWLEDGE OF APPLICABLE LAWS.
(a) Consultant shall keep itself informed of applicable local, state and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall observe and comply with all such laws and regulations affecting its employees. City and its officers and employees, shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

(b) LEVINE ACT. This Levine Act provision only applies to contracts that are valued \$50,000 or over, or that are amended to be valued at \$50,000 or over. Contractor represents that it is familiar with the provisions of the Levine Act (Gov't Code § 84308), as amended from time to time, and hereby warrants that neither it nor any agent acting on its behalf has contributed more than \$500, in the aggregate, to any "officer" of the City of Chino Hills while a proceeding involving this Agreement was "pending," as those terms are defined in the Levine Act and its implementing regulations. Contractor further warrants that it will not make, or cause to be made, any contributions in violation of the Levine Act in the 12 months following the effective date of this Agreement and in the 12 months following the effective date of any amendment hereto that has the effect of increasing the value of the agreement to the Contractor. Contractor acknowledges and understands that a violation of the Levine Act is cause for termination of this Agreement.

4. PERSONNEL. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services hereunder and shall obtain the approval of the City Manager of all proposed staff members performing services under this Agreement prior to any such performance.

5. COMPENSATION AND METHOD OF PAYMENT. Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof. Total compensation shall not exceed \$[REDACTED]. Payments shall be made within forty-five (45) days after receipt of each invoice as to all undisputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

6. ADDITIONAL SERVICES OF CONSULTANT. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

7. ASSIGNMENT. All services required hereunder shall be performed by Consultant, its employees or personnel under direct contract with Consultant. Consultant shall not assign to any subcontractor the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of City Manager.

8. FACILITIES AND RECORDS. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in

sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

9. TERMINATION OF AGREEMENT. This Agreement will terminate on **February 13, 2021**. This Agreement may be terminated with or without cause by either party upon 30 days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.

10. COOPERATION BY CITY. All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Scope of Services, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

11. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall, become the sole property of City. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

12. RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization excepting that information which is a public record and subject to disclosure pursuant to the California Public Records Act, Government Code § 7920.000, et seq. Consultant, its officers, employees, agents or subcontractors, shall not, without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

If Consultant or any of its officers, employees, consultants or subcontractors does voluntarily provide information in violation of this Agreement, City has the right

to reimbursement and indemnity from Consultant for any damages caused by Consultant's conduct, including the City's attorney's fees.

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 thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/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, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(b) Consultant covenants that neither they nor any officer or principal of their firm have any interest in, or shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant further covenants that Consultant has not contracted with nor is performing any services directly or indirectly with any developer(s) and/or property owner(s) and/or firm(s) and/or partnerships owning property in the City or the study area and further covenants and agrees that Consultant and/or its subcontractors shall provide no service or enter into any agreement or agreements with any developer(s) and/or property owner(s) and/or firm(s) and/or partnerships owning property in the City or the study area prior to the completion of the work under this Agreement without the express written consent of the City Manager.

13. DEFAULT. In the event that Consultant is in default of any of the provisions of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant.

14. INDEMNIFICATION.

(a) Consultant represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by Consultant, and City relies upon the skills and knowledge of Consultant. Consultant shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of California.

(b) Indemnity For All Liabilities. City, its elected and appointed officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or to any other person for, and Consultant shall indemnify and hold harmless the Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, levies, costs and expenses of whatever nature, including reasonable attorneys' fees, expert witness fees and disbursements ("Claims"), to the extent that they arise out of, pertain to, or relate to the negligence, recklessness, or willful

misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to binding arbitration to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the City; Consultant and City shall each pay half the arbitrator's fees. Notwithstanding the above, in the event one or more defendants to a Claim is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with the City regarding unpaid defense costs.

(c) Defense For All Non-Design Professional Liabilities. Notwithstanding the foregoing and without diminishing any rights of the City under Section 14(b), for any liability, claim, demand, allegation against City arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Indemnitees from and against any and all damages, costs, expenses (including reasonable attorneys' fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Consultant, except for the sole or active negligence of, or willful misconduct of the City.

(d) The Indemnitees need not have first paid any of the matters as to which the Indemnitees are entitled in order to be indemnified or defended as called for in this Section 14. The insurance required to be maintained by Consultant under paragraph 15 shall ensure Consultant's obligations under this paragraph 14, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this paragraph 14 shall survive the expiration or earlier termination of this agreement.

15. INSURANCE.

A. Insurance Requirements. Consultant shall provide and maintain insurance acceptable to the City Attorney in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise approved and accepted by the City Manager or his/her designee in writing. Consultant shall provide the following scope and limits of insurance:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as:

(a) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and

endorsement CA 0025, or owned, hired, non-owned, scheduled, non-scheduled or rented vehicles, (or combination thereof dependent upon working being performed under contract), or equivalent forms subject to the written approval of the City.

(c) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(d) Errors and omissions liability insurance appropriate to the Consultant's profession.

(2) Minimum Limits of Insurance. Consultant shall maintain limits of insurance no less than:

(a) General Liability: \$2,000,000 per occurrence (\$4,000,000 aggregate) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities related to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(d) Errors and Omissions Liability: \$1,000,000 per claim.

If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional period of three (3) years following termination of the contract.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies. Each insurance policy required by this paragraph 15 shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the City.

(2) General Liability and Automobile Liability Coverages.

(a) City, its officers, officials, employees 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 automobiles owned, leased or hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, or employees.

(b) Consultant's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, its officers, officials, employees or volunteers shall apply in excess of, and not contribute with, Consultant's insurance.

(c) 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.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and agents for losses arising from work performed by Consultant for City.

C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

(1) Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its 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.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

16. NONDISCRIMINATION/NONPREFERENTIAL TREATMENT STATEMENT. In performing this Agreement, the Parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply, to the fullest extent allowed by law, with all applicable local, state and federal laws relating to nondiscrimination.

17. 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 contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

18. ENTIRE AGREEMENT. This Agreement is the complete, final, entire and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

19. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the San Bernardino County Superior Court.

20. ASSIGNMENT OR SUBSTITUTION. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant by this Agreement. In recognition of that interest, neither any complete nor partial assignment of this Agreement may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

21. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by the City Council and the Consultant. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

22. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind Consultant to the performance of its obligations hereunder.

23. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal delivery, (ii) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice. In addition to one of the three methods set forth above, the parties are encouraged to provide a copy of said notice by email at the email address listed below:

City.

Attention: City Clerk
City of Chino Hills
14000 City Center Drive
Chino Hills, California 91709

Email: cityclerk@chinohills.org

Consultant.

Attention:
Name
Address
City, State and Zip

Email:

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

24. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

- A. Exhibit A: Scope of Services
- B. Exhibit B: Compensation

25. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

26. EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in duplicate originals, each of which is deemed to be an original, and may be executed in counterparts. Electronically signed copies of this Agreement utilizing technology which conforms to the requirements in both Government Code Section 16.5 and 2 California Code of Regulations Section 22003 shall legally bind the parties to the same extent as original documents.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF CHINO HILLS

(INSERT COMPANY NAME HERE)

Art Bennett
Mayor

(Signature)

ATTEST:

(Printed Name/Title)

Cheryl Balz
City Clerk

(Date)

(Date)

(Signature)

APPROVED AS TO FORM:

(Printed Name/Title)

Mark D. Hensley
City Attorney

(Date)