



CITY OF LAGUNA HILLS
CALIFORNIA

NOTICE INVITING BIDS AND SPECIFICATIONS
FOR
FIXED AUTOMATIC LICENSE PLATE READER SYSTEM
SERVICES

Issued: March 19, 2021

Bid Opening: April 2, 2021 at 1:00 pm

CITY OF LAGUNA HILLS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

(949) 707-2651

CITY OF LAGUNA HILLS
CALIFORNIA

NOTICE INVITING BIDS AND SPECIFICATIONS
FOR

FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES

Prepared under the Supervision of and Approved by:



Kenneth H. Rosenfield, City Engineer
R.C.E. No. 33496
Expires 6/30/20

March 19, 2021
Date

CITY OF LAGUNA HILLS

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**CITY OF LAGUNA HILLS
NOTICE INVITING SEALED BIDS FOR
FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Laguna Hills, as AGENCY, for furnishing all materials, equipment, tools, labor, and incidentals as required for the above stated Project in strict accordance with this Notice Inviting Bids, Specifications, and Sample Draft Contract Terms and Insurance Requirements, subject to change upon final, on file in the City Clerk's Department of the City of Laguna Hills.

Bids for a Base Bid and Alternate Bids will be received by the City Clerk at the City of Laguna Hills until 1:00 pm on the 2nd day of April 2021, at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside, **"SEALED BID FOR FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES - DO NOT OPEN WITH REGULAR MAIL."** Due to Covid-19, City Hall is currently closed. Please mail the bid through USPS, for delivery by April 1, 2021, or call Julie Comella to make arrangements to deliver the bid in person. We do not recommend submitting bids through expedited carriers, as City Hall is closed, and unable to accept time sensitive deliveries. Julie Comella will be available to accept bids in person (unless previously arranged) from 12:00 p.m. until 1:00 p.m on April 2, 2021. The determination of the lowest bid value shall be based upon a comparison of the Base Bid only.

The City seeks to retain the services of a qualified and experienced Vendor/Contractor capable of performing the work for the furnishing and installation of up to ten (10) fixed automatic license plate reader (ALPR) systems as a Phase 1 deployment of fixed ALPRs at locations to be determined within the City. Work is to include the smart camera, an independent power source, a software user interface, ethernet, wireless, and/or cellular network connectivity, a global positioning system for each camera, securely encrypted local and cloud data storage and transfer, hardware maintenance, software maintenance, software support, software training, and embedded software support for systems utilizing embedded software, including all equipment, cabling, and supplies for the complete operation of the system, on an ongoing basis for a three-year initial term (the "Project") in accordance with a Base Bid and/or any combination of Alternate Bids.

The City desires to enhance public safety by installing fixed automatic license plate reader systems across key areas of Laguna Hills. This technology has proved to assist in serving as a deterrent to crime and serves as a forensic tool to solve crimes after they occur. The cameras will record the exterior of vehicles for the purpose of capturing license plates and vehicle characteristics to be utilized by police services for investigative and law enforcement purposes.

The Agency reserves the right, after opening bids, to reject any or all bids and will procure the services for Project consistent with the City's procurement regulations, procedures, and best qualified vendor selection criteria set forth in Sections 3-08.090 and 3-08.100 of the Laguna Hills Municipal Code (LHMC), respectively, as determined solely by the City; to waive any informality in the bidding; to accept any bid or portion thereof; and to take all bids under advisement for a period of ninety (90) days. Bids will be compared on the basis of the Engineer's estimate of the quantities of the several items of work as shown on the bid sheets. A full and complete copy of Sections 3-08.090 and 3-08.100 of the LHMC is provided within the Instructions for Bidders section of this document. To facilitate the City's determination of the Best Qualified Vendor, Bidder shall provide up to ten pages of additional information about their unique qualifications meeting the City's needs for this Project as a part of the submission of their Bid Proposal. The City may, at its discretion, after the opening of the Bids, schedule interviews of the lowest Bidders as a part of its determination of the Best Qualified Vendor. Bidders shall be notified of a schedule of interviews and shall participate upon an invitation issued by the City.

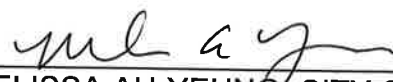
At the time of award of the Fixed Automatic License Plate Reader System Services Agreement, the Vendor/Contractor or installation subcontractor shall possess a State of California Contractor's License as appropriate for the performance of the work herein described. The City requires either the State Compensation Insurance Fund or a carrier rated B+ or above for Workers' Compensation Insurance.

The Vendor/Contractor is notified that some aspects of this Project could be subject to State Prevailing Wages requirements. The Vendor/Contractor shall be responsible for compliance with this requirement should it be applicable to their work including registration with the Department of Industrial Relations, if any.

Complete sets of Specifications may be obtained for no charge from the City of Laguna Hills, 24035 El Toro Road, Laguna Hills, California, 92653. Contract Documents are available in portable document form (PDF) on the City's website: www.lagunahillsca.gov. You may obtain information regarding the Bid and plan holder's list by accessing the City's website at "www.lagunahillsca.gov", clicking on "Doing Business, Bid Opportunities, CIP/RFP". You may also access the website after the bid date to obtain information regarding the award of bid.

Dated this 19th day of March 2021.

CITY OF LAGUNA HILLS, CALIFORNIA


MELISSA AU-YEUNG, CITY CLERK
24035 El Toro Road, Laguna Hills, CA 92653

CITY OF LAGUNA HILLS
INSTRUCTIONS TO BIDDERS
FOR
FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES AGREEMENT

1. BID PROPOSAL FORMS

Bid Proposal(s) shall be submitted in writing on the Bid Proposal forms provided by the City. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City will not consider any submission not meeting these requirements. Bid Proposals shall consist of a Base Bid and Alternate Bids.

2. NON-COLLUSION AFFIDAVIT

Vendor/Contractor shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the City is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the Bid Proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

3. PROPOSAL BID SHEET

Vendor/Contractor shall give unit prices for each and all of the items set forth. No aggregate proposal(s) will be considered. The Vendor/Contractor shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and may change over the duration of the Project. Vendor/Contractor shall make its own estimates as to the extent of the work. In case of a variation between the unit price and the totals shown by the Vendor/Contractor, the unit price will be considered to be the bid.

4. DELIVERY OF BID PROPOSAL

Bid Proposals may be mailed or delivered by messenger. However, it is the Vendor/Contractor's sole responsibility to ensure delivery of the proposal to the hands of the City Clerk by the date and time required in the Notice Inviting Sealed Bids. Due to Covid-19, City Hall is currently closed. For delivery of Bid Proposals prior to the Bid Date, call Julie Comella at (714) 393-4337 to make arrangements for drop off. Staff will otherwise be available to accept Bid Proposals beginning at noon on April 2, 2021, at City Hall.

Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk or requesting city department head shall store all sealed bids in a secure location until opening. The City Clerk or requesting City department head shall open all bids or proposals in public at the time and place stated in the notice inviting bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting city department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

5. IRREGULAR BID PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a Bid Proposal will render it irregular and may cause its rejection. The completed Bid Proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

6. TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

7. DISQUALIFICATION OF CONTRACTORS

In the event that any Vendor/Contractor acting as a prime Vendor/Contractor has an interest in more than one proposal, all such proposals will be rejected, and the Vendor/Contractor will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one. No Agreement will be executed unless the Vendor/Contractor is licensed in accordance with the provisions of the State Business and Professions Code.

8. INTERPRETATION OF DOCUMENTS

If any person/company/corporation contemplates submission of a Bid Proposal for the proposed Project and is in doubt as to the true meaning of any part of the specifications or other proposed documents, or finds discrepancies in, or omissions from the specifications, they may submit to the City a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanation or

interpretations of the proposed documents. Vendor/Contractor shall field review the site of the Project and completely familiarize themselves with all of the work necessary to complete the Project as described in the Specifications.

9. ADDENDA OR BULLETINS

The effect of all addenda to the Documents shall be considered in the Bid Proposal, and said addenda shall be made a part of these documents and shall be returned with them. Before submitting its Bid Proposal, each Vendor/Contractor shall inform themselves as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render its bid irregular and may result in its rejection by the City.

10. LEGAL RESPONSIBILITIES

All Bid Proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to Bid Proposal(s) for contracts of this nature whether the same are expressly referred to herein or not.

Any Vendor/Contractor submitting a Bid Proposal shall by such action thereby acknowledge they have visited the full limits and extent of the work site and agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Notice Inviting Bids, Specifications, and the Sample Draft Contract Terms and Insurance Requirements, subject to change on final contract award.

11. AWARD OF FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES AGREEMENT

Following a review of the Bid Proposal(s), the City shall determine whether to select a qualified Vendor/Contractor for the Project based upon multiple criteria described herein. The determination of the lowest bid value shall be based upon a comparison of the Base Bid only. However, the City shall determine whether to award the Fixed Automatic License Plate Reader System Services Agreement, which is subject to change upon final, for the Base Bid and/or any combination of Alternate Bids to the Best Qualified Vendor in accordance with all of the following provisions of the LHMC.

“3-08.090 Procurement of goods and supplies, equipment, materials, and nonprofessional services – Greater than fifty thousand dollars (\$50,000.00) – Formal

The procurement of goods and supplies, equipment, materials, and nonprofessional services with an estimated value of greater than fifty thousand dollars (\$50,000.00), inclusive of taxes, licenses, freight charges,

installation charges, fees, and other considerations, shall be made by the formal procedures set forth in this section.

A. Notice Inviting Bids. Notices inviting formal bids or proposals from prospective vendors shall be publicly noticed no later than ten calendar days before the submission date for formal bids. The notices shall describe the requested goods or supplies, equipment, materials, or nonprofessional services in general terms, how to obtain more detailed information concerning the procurement, and state the time, place, and deadline for submission of sealed bids or proposals.

B. Public Notice. The notice inviting formal bids or proposals shall be publicly noticed in any generally accepted manner, which includes on the city's official website. In addition, such notice may also include trade publications when practicable.

C. Bid Opening Procedure. Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk or requesting city department head shall store all sealed bids in a secure location until opening. The City Clerk or requesting city department head shall open all bids or proposals in public at the time and place stated in the notice inviting bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting city department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

D. Rejection of Bids. The City Council or the Purchasing Officer shall have the discretion to reject any and all bids or proposals for any reason or for no reason, and may suspend, delay, or otherwise cancel the procurement, or may order the re-advertisement of the request for bids. If all formal bids or proposals are rejected and the City Council resolves by a recorded majority vote of the total membership of the City Council that the procurement can be performed more economically by force account, by informal procedures, or through open market purchases, then it may dispense with further formal competitive public bidding.

E. Tie Bids. If two or more formal bids or proposals received are the same and are the lowest, the City Council may accept the one it chooses.

F. Award of Contracts. Contracts or purchase orders shall be awarded by the City Council to the lowest Bidder or proposer consistent with the best qualified vendor selection criteria set forth in Section 3-08.100, except as otherwise provided herein. The decision of the City Council shall be final.

The City Council may authorize that such purchase orders or contracts be executed by either the Mayor or the City Manager, or the City Council may otherwise delegate such signature authority.

G. No Bids Received. If no bids or proposals are received, the purchase may be let in the open market or by the informal procedures set forth in Section 3-08.080, subject to City Council approval.

H. Performance Bonds. The Purchasing Officer shall have authority to recommend that a performance bond or other form of security or guarantee be required before entering into a contract in such amount as may be reasonably necessary to protect the best interests of the city. If a performance bond or other form of security or guarantee is required, the form and amount of the bond, security or guarantee shall be described in the notice inviting bids, and the performance bond, security or guarantee shall be in a form approved by the City Attorney.

I. Defects, Irregularities, and Informalities. The City Council may, in its sole discretion, waive any defect, irregularity, or informality in the formal bids or proposals or in the competitive procedures established in this section, and no such defect, irregularity, or informality shall void any contract entered into by the city.

3-08.100 Best qualified vendor.

In determining the best qualified vendor, consideration is to be given to price, quality, and performance of the goods and supplies, equipment, or materials to be purchased or nonprofessional services to be provided by the vendor. Criteria for determining the best qualified vendor shall include but not be limited to the following:

A. The cost and quality of the goods and supplies, equipment, materials, or nonprofessional services;

B. The ability, capacity, and skill of the vendor to perform the contract and to provide the goods and supplies, equipment, materials, or nonprofessional services requested;

C. The ability of the vendor to provide the goods and supplies, equipment, materials, or nonprofessional services requested promptly or within the time specified, without delay, interference, or service interruption;

D. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;

E. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor;

F. The quality of vendor's performance history and record on previous purchases or contracts with the city;

G. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the goods and supplies, equipment, or materials purchased; and

H. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder."

To facilitate the City's determination of the Best Qualified Vendor, Bidder shall provide additional information about their unique qualifications meeting the City's needs for this Project as a part of the submission of their Bid Proposal. The City may, at its discretion, after the opening of the Bids, schedule interviews of the lowest Bidders as a part of its determination of the Best Qualified Vendor. Bidders shall be notified of a schedule of interviews and shall participate upon an invitation issued by the City.

At the time of award of the Fixed Automatic License Plate Reader System Services Agreement, which is subject to change upon final, the selected Bidder or a designated subcontractor that would perform camera installations in the public right of way shall hold a Contractor's License or a combination of licenses, as appropriate to perform the work, issued by the State of California. Additionally, the City reserves the right to accept any bid or portion thereof, to waive any irregularity, and to take the Bid Proposal(s) under advisement for the period of time of ninety (90) days all as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Vendor/Contractor to whom the award is contemplated. No Vendor/Contractor may withdraw its Bid Proposal for a period of ninety (90) days after the time set for opening thereof. Vendor/Contractor shall be required to agree to the terms of the attached (see Appendix I) Sample Draft Contract Terms and Insurance Requirements, which is subject to change upon final.

12. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to

self-insure from the State Director of Industrial Relations. In accordance with this Section and with Section 1861 of the State Labor Code, the Vendor/Contractor shall sign a Compensation Insurance Certificate and submit same to City along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

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CITY OF LAGUNA HILLS
GENERAL PROVISIONS
FOR
FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES

1. AGREEMENT

The selected Vendor/Contractor, by submitting their bid, is required to agree to the terms of the attached (see Appendix I) Sample Draft Contract Terms and Insurance Requirements, which is subject to change upon final.

2. CONFLICTS

In case of any conflict between the Notice Inviting Bids, these Specifications and the Agreement, the Agreement shall take precedence.

3. BASE BID AND ALTERNATE BIDS

The Bidder shall provide bid values for the Base Bid and all Alternative Bids. Bids shall be compared on the basis of the Base Bid only for the determination of the lowest responsive Bidder. The Agency shall have the authority to select a Vendor/Contractor to enter into the Agreement to provide services on the basis of the Base Bid and/or any combination of Alternative Bids and in accordance with the “best qualified vendor selection criteria” as described herein.

The Base Bid shall provide a lump sum fee for a three-year deployment of a Phase 1 ALPR system through either Base Bid 1: a one-time price for the City to purchase all hardware including installation of up to 10 ALPR smart cameras, independent power and all appurtenances and a monthly or yearly fixed automatic license plate reader system service fee for all hardware maintenance and all software for a complete system as further described herein in the Scope of Work or Base Bid 2: an annual and/or monthly cost for a subscription service providing all of the hardware, installation, maintenance and software for a complete ALPR system as further described herein in the Scope of Work. In addition to the lump sum annual and/or monthly price for fixed automatic license plate reader system services, Bidder shall provide unit prices for work as specified for use in determining compensation for extra work, for adding or deleting fixed automatic license plate reader systems and for price comparisons of the Scope of Work as detailed in the Alternate Bid. No extra work shall be performed unless first authorized by the issuance of a Task Order. The Alternate Bid unit prices shall include the same elements, quality and requirements of the fixed automatic license plate reader system described in the Base Bid.

4. AWARD OF FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES AGREEMENT – BEST QUALIFIED VENDOR SELECTION CRITERIA

Following a review of the Bid Proposal(s), the City shall determine whether to select a qualified Vendor/Contractor for the Project based upon multiple criteria described herein. The determination of the lowest bid value shall be based upon a comparison of the Base Bid only. However, the City shall determine whether to award the Fixed Automatic License Plate Reader System Services Agreement, which is subject to change upon final, for the Base Bid and/or any combination of Alternate Bids to the best qualified vendor in accordance with all of the following provisions of the LHMC.

“3-08.090 Procurement of goods and supplies, equipment, materials, and nonprofessional services – Greater than fifty thousand dollars (\$50,000.00) – Formal

The procurement of goods and supplies, equipment, materials, and nonprofessional services with an estimated value of greater than fifty thousand dollars (\$50,000.00), inclusive of taxes, licenses, freight charges, installation charges, fees, and other considerations, shall be made by the formal procedures set forth in this section.

A. Notice Inviting Bids. Notices inviting formal bids or proposals from prospective vendors shall be publicly noticed no later than ten calendar days before the submission date for formal bids. The notices shall describe the requested goods or supplies, equipment, materials, or nonprofessional services in general terms, how to obtain more detailed information concerning the procurement, and state the time, place, and deadline for submission of sealed bids or proposals.

B. Public Notice. The notice inviting formal bids or proposals shall be publicly noticed in any generally accepted manner, which includes on the city's official website. In addition, such notice may also include trade publications when practicable.

C. Bid Opening Procedure. Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk or requesting city department head shall store all sealed bids in a secure location until opening. The City Clerk or requesting City department head shall open all bids or proposals in public at the time and place stated in the notice inviting bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting City department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

D. Rejection of Bids. The City Council or the Purchasing Officer shall have the discretion to reject any and all bids or proposals for any reason or for no reason, and may suspend, delay, or otherwise cancel the procurement, or may order the

re-advertisement of the request for bids. If all formal bids or proposals are rejected and the City Council resolves by a recorded majority vote of the total membership of the City Council that the procurement can be performed more economically by force account, by informal procedures, or through open market purchases, then it may dispense with further formal competitive public bidding.

E. Tie Bids. If two or more formal bids or proposals received are the same and are the lowest, the City Council may accept the one it chooses.

F. Award of Contracts. Contracts or purchase orders shall be awarded by the City Council to the lowest Bidder or proposer consistent with the best qualified vendor selection criteria set forth in Section 3-08.100, except as otherwise provided herein. The decision of the City Council shall be final. The City Council may authorize that such purchase orders or contracts be executed by either the Mayor or the City Manager, or the City Council may otherwise delegate such signature authority.

G. No Bids Received. If no bids or proposals are received, the purchase may be let in the open market or by the informal procedures set forth in Section 3-08.080, subject to City Council approval.

H. Performance Bonds. The Purchasing Officer shall have authority to recommend that a performance bond or other form of security or guarantee be required before entering into a contract in such amount as may be reasonably necessary to protect the best interests of the city. If a performance bond or other form of security or guarantee is required, the form and amount of the bond, security or guarantee shall be described in the notice inviting bids, and the performance bond, security or guarantee shall be in a form approved by the City Attorney.

I. Defects, Irregularities, and Informalities. The City Council may, in its sole discretion, waive any defect, irregularity, or informality in the formal bids or proposals or in the competitive procedures established in this section, and no such defect, irregularity, or informality shall void any contract entered into by the city.

3-08.100 Best qualified vendor.

In determining the best qualified vendor, consideration is to be given to price, quality, and performance of the goods and supplies, equipment, or materials to be purchased or nonprofessional services to be provided by the vendor. Criteria for determining the best qualified vendor shall include but not be limited to the following:

A. The cost and quality of the goods and supplies, equipment, materials, or nonprofessional services;

- B. The ability, capacity, and skill of the vendor to perform the contract and to provide the goods and supplies, equipment, materials, or nonprofessional services requested;
- C. The ability of the vendor to provide the goods and supplies, equipment, materials, or nonprofessional services requested promptly or within the time specified, without delay, interference, or service interruption;
- D. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;
- E. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor;
- F. The quality of vendor's performance history and record on previous purchases or contracts with the city;
- G. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the goods and supplies, equipment, or materials purchased; and
- H. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder."

To facilitate the City's determination of the Best Qualified Vendor, Bidder shall provide additional information about their unique qualifications meeting the City's needs for this Project as a part of the submission of their Bid. The City may, at its discretion, after the opening of the Bids, schedule interviews of the lowest Bidders as a part of its determination of the Best Qualified Vendor.

The City reserves the right to accept any bid or portion thereof, to waive any irregularity, and to take the Bid Proposal(s) under advisement for the period of time of ninety (90) days all as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Vendor/Contractor to whom the award is contemplated. No Bidder may withdraw its Bid Proposal for a period of ninety (90) days after the time set for opening thereof. Vendor/Contractor shall be required to agree to the terms of the attached (see Appendix I) Sample Draft Contract Terms and Insurance Requirements, which is subject to change upon final.

5. TERM/EXTENSION

Unless earlier terminated as provided in the Agreement, the Agreement shall commence upon the effective date of the Agreement and shall continue in full force and effect for a period of three (3) years. The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term ("Renewal Option").

Any extension of the Term pursuant to the Renewal Option shall only be made on the basis of the terms, conditions, requirements and schedule of compensation as provided for in the Agreement.

6. METHOD OF PAYMENT

The Vendor/Contractor shall present, for the previous month, a monthly invoice for the contracted monthly amount for regular maintenance for the lump sum price proposed and, separately, for any extra work as preauthorized by Task Order as issued by City. The monthly invoice shall be accompanied with a narrative description of all work completed in the preceding month and all other reporting as specified herein as a prerequisite for processing the invoice for payment. Failure to invoice monthly, within 30 days of the last day of the preceding month, then said invoice shall not be due and payable. Payment will be made monthly only after verification of completion of the scheduled work and any extra work. Send monthly invoices to: Director of Public Services, City of Laguna Hills, 24035 El Toro Road, Laguna Hills, CA 92653

7. COMPENSATION

Full compensation for performing all work specified by these specifications and the Agreement shall be considered as included in the lump sum price bid for complete ALPR system services and no additional compensation will be allowed therefore. The general work activities (for a complete list, consult the Special Provisions within these Specifications) included in the monthly lump sum price shall include, but not be limited to, the following work:

- a) The City's purchase of ALPR cameras or the subscription/lease of the ALPR cameras, installation of up to ten (10) fixed automatic license plate reader systems, including all equipment, cabling, and supplies for the complete operation of the system.
- b) A software user interface for the system.
- c) Hardware maintenance for all hardware components of the system.
- d) Software maintenance, training, and support for all system software.

8. TASK ORDER FOR EXTRA WORK

No extra work shall be performed without the City issuance of a Task Order authorizing the work. The following procedure will govern such extra work.

1. Extra work shall not be initiated without written authorization as represented by a Task Order except if the City Manager identifies a time sensitive emergency that if not immediately addressed would potentially expose the public to an adverse safety condition or incur a substantial cost impact by a delay in action. Otherwise, work performed prior to written authorization shall not be paid.
2. Work will be executed in a timely manner meeting the approval of the City Manager on a Unit Price basis, an agreed lump sum price or time and material basis as defined in the Task Order.
3. Extra work shall only include the following as solely determined by City to be Extra Work:
 - a. Purchase/Installation of new fixed automatic license plate reader systems.
 - b. Replacement of fixed automatic license plate reader systems.
 - c. Replacement of equipment, cabling, and supplies.
 - d. Application programming interface software integrations.
 - e. Extension of the number of months of live storage of data for retrieval by police services for use in investigations.
4. Notwithstanding the above clauses, the City shall have no obligation to utilize the Vendor/Contractor for extra work and may use other forces as deemed appropriate by the City without any effect on the Agreement.

9. PREVAILING WAGES

The Vendor/Contractor is notified that some aspects of this Project could be subject to State Prevailing Wages requirements. The Vendor/Contractor shall be responsible for compliance with this requirement should it be applicable to their work including registration with the Department of Industrial Relations, if any.

10. ANTI-KICKBACK AND WORK STANDARDS

The Vendor/Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part

3). The Vendor/Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5). Section 103 requires the Vendor/Contractor to compute the wages of every mechanic and laborer on the basis of a standard workday of eight (8) hours and the standard workweek of forty (40) hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than one and one half (1-1/2) times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

11. EMERGENCY NUMBERS

The Vendor/Contractor shall furnish the City with toll-free emergency telephone numbers which can be called 24 hours a day during emergency conditions. The Vendor/Contractor shall make available personnel to respond to calls to alleviate emergency situations should they arise. Personnel shall be at the site of the emergency and shall initiate remedial action within two (2) hours from time of notification of emergency situations. An answering service is not adequate for emergency calls.

12. LICENSES

The Vendor/Contractor or installation subcontractor shall have and maintain a State of California Contractor's License as appropriate for the work for the duration of these services. Additionally, Vendor/Contractor shall have and maintain additional licenses as required by any governmental regulation for any other regulated work. There is no City Business License requirement.

13. DRESS CODE AND APPEARANCE

The Vendor/Contractor shall be required to provide uniforms for personnel assigned to the Project, meeting the City's approval. Sufficient clothing changes shall be provided to personnel to always present a neat and clean appearance of the personnel at all times. All employees working in or around right-of-way must wear reflective safety vests meeting ANSI/ISEA 107-2015 Class II Standards and, as appropriate, safety helmets, safety goggles, and other safety gear.

14. INTERACTION WITH PUBLIC

All of the personnel shall exhibit and practice courteous and ethical behavior during all times of the Agreement and during all interactions with the public to the City's satisfaction. All personnel shall be capable of basic communication skills in the

English language. Any personnel deemed not meeting the City's standards shall be promptly removed from the Project.

15. THE CITY'S RIGHT TO DO WORK

The City reserves the right to do work as required within any area which the fixed automatic license plate reader systems are installed. If such alterations affect the provision of the Agreement, the Vendor/Contractor shall submit a cost reduction to the Agreement resulting from the new work.

16. CITY LIAISON

The City representative and/or City Manager, and the Vendor/Contractor's Supervisor will meet on a regular basis if the City so desires. The purpose of this meeting will be to discuss general and specific status of fixed automatic license plate reader system services.

17. REVIEW OF PROJECT SERVICES

Upon request, the Vendor/Contractor or their representative will walk the Project with the City representative, or the City Manager, for the purpose of determining compliance with the Specification or to discuss required work.

18. SUBSTITUTIONS

Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City Manager.

19. SPECIFICATIONS AND PLANS

The work performed shall be done in accordance with the General Provisions, Special Provisions, and Sample Draft Contract Terms and Insurance Requirements, which is subject to change upon final, and shall be in compliance with all electrical codes, traffic control specification and city permit requirements.

Unless otherwise specified, the Vendor/Contractor shall furnish all labor, materials, tools, equipment, and incidentals and do all the work involved in executing the Agreement.

20. COMMUNICATIONS

In addition to emergency telephone access and scheduled meetings, Vendor/Contractor shall maintain standard office contact methods including telephone, facsimile machine, and U.S. mail. Vendor/Contractor shall maintain and utilize an email account specific to the City of Laguna Hills. Email shall be the

routine communication media for submission of documents, requests, work orders, reports, etc.

21. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

The Vendor/Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above ground and underground on the City's property. Any damage to City property deemed by City to be caused by the Vendor/Contractor's neglect shall be corrected or paid for by the Vendor/Contractor at no cost to the City. The requirement below to contact Underground Service Alert 48 hours prior to excavating shall not relieve the Vendor/Contractor of the above-stated obligation.

If the City requests or directs the Vendor/Contractor to perform work in a given area, it will be the Vendor/Contractor's responsibility to verify and locate any underground systems, i.e., utility lines. This does not release the Vendor/Contractor of the responsibility for taking reasonable precaution when working in these areas. Any damage or problems shall be reported immediately to the City.

1. Utility Requirement

The Vendor/Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Vendor/Contractor with the locations of their substructures in the construction area when the Vendor/Contractor gives at least a 48 hour notice to the Underground Service Alert by calling (800) 422-4133. Vendor/Contractor shall provide the agency with proof of contact with USA upon request.

The Vendor/Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

NAME	ADDRESS	CITY, STATE, ZIP	ATTENTION	Phone Number
AT&T	1265 N. Van Buren St.	Anaheim, CA 92807	David Goldstein	714/666-5696
OCTA	550 S. Main Street	Orange, CA 92613	Kyle Poff	714/560-5816
SCE	14155 Bake Parkway	Irvine, CA 92718	Chris Schafer	949/458-4413
El Toro Water	24251 Los Alisos Bl.	Lake Forest, CA 92630	Brian Miller	949/837-7050
Gas Company	1919 S. State College	Anaheim, CA 92806	Mike Duenaz	714/634-3158

Gas Company Transmission CR&R	P. O. Box 1100 P.O. Box 1100	Chatsworth, CA 91313 San Juan Capistrano, CA 92693	Rosalyn Squires Mike Campuzano	818/701-4546 949/254-1779
SVUSD	25631 Diseno Drive	Mission Viejo, CA 92691	Frank Manzo	949/580-3335
Moulton Niguel Water District	27500 La Paz Road	Laguna Niguel, CA 92677	Steve Merk	949/425-3538
Cox Comm	27121 Towne Centre Dr	Foothill Ranch, CA 92610	Reynaldo Castro	949/563-8889
Santa Margarita Water District	P. O. Box 7005	Mission Viejo, CA 92690-7005	Jaime Aguilar	949/459-6582
SDGE	662 Camino de los Mares	San Clemente, CA 92673	Dolphus D. Davis	949/369-4721

The Vendor/Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from its operations. The Vendor/Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period, and shall be responsible for preparation and processing of any required plans or permits. The Vendor/Contractor shall assume full responsibility to maintain uninterrupted service for all utilities.

2. Safety Orders

The Vendor/Contractor shall comply with the provisions of any Agency ordinances or regulations, State Laws, and Federal Regulations regarding requirements for the protection of excavations and the nature of such protection.

In accordance with Section 6500 of the Labor Code, the Vendor/Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation of five feet or more in depth and into which a person is required to descend.

Prior to beginning of excavations requiring shoring, the Vendor/Contractor shall provide the design of the shoring system as prepared by a licensed civil engineer and designate in writing to the Engineer someone whose responsibility it is to supervise the Project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring, and bracing. In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Vendor/Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Vendor/Contractor shall

be solely responsible for construction safety and for any damages which may result from its failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the Project.

22. CONTRACTOR NEGLIGENCE

Any damage to City or private property, including loss of plant material, which has been determined by the City to be due to the Vendor/Contractor's neglect or actions, shall be corrected by the Vendor/Contractor at no additional cost to the City.

23. SAFETY

Vendor/Contractor shall be solely responsible for providing a safe work place, and compliance with standards and regulations of the Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable governmental law.

24. CONSTRUCTION EQUIPMENT

The Vendor/Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment. All equipment deemed by City Manager to be in disrepair or unsatisfactory, shall be repaired or replaced immediately.

25. TRAFFIC CONTROL

The Vendor/Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make its own arrangements relative to keeping the working area clear of vehicles. When entering or leaving roadways carrying public traffic, the Vendor/Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Vendor/Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the construction area.

If deemed necessary by the City Manager, the Vendor/Contractor shall have prepared by a licensed civil engineer or traffic engineer a Traffic Control Plan in accordance with the Caltrans Traffic Manual and the Work Area Traffic Control Handbook prior to implementing any lane closures. The Traffic Control Plans shall be submitted to the City for review prior to use. Special attention shall be made to protecting and maintaining bicycle lanes. Should any lanes need to be closed to facilitate maintenance operations, Vendor/Contractor shall minimize this occurrence and post notices as required.

26. NOISE CONTROL REQUIREMENTS

The Vendor/Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract. Operations and equipment producing noise are restricted to the hours of 7:00 a.m. to 4:00 p.m. It is the responsibility of the Vendor/Contractor to become familiar with all local sound control and noise level rules, regulations, and ordinances. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the Project without said muffler.

CITY OF LAGUNA HILLS
BID PROPOSAL FOR
FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES

Proposal Submission Requirements

Bidder shall submit the following documents as a part of the submission of the Bid Proposal:

1. A cover letter on Company stationery including the following:
 - a) An expressed statement of interest in providing services to City for the Project
 - b) A statement expressing that the Company will provide the full Scope of Services described in the Notice Inviting Bids and Specifications
 - c) A statement of the Company expressing its willingness and ability to comply with the Sample Draft Contract Terms and Insurance Requirements.
 - d) A brief statement of the Company's experience which makes them qualified for the Project.
2. Up to ten additional sheets of information identifying:
 - a) The qualifications of the Company
 - b) The qualifications of the management staff
 - c) Brief biographies/résumés of key personnel
 - d) Letters of Recommendation from current or former clients
 - e) Company experience with similar services provided to public agencies
 - f) Any unique services or capabilities that qualifies the Company better than any other companies for this Scope of Work.
3. A statement and documentation of the Company's financial condition.
4. A proposed Schedule of Performance.
5. Any additional information the Bidder would like considered for determination of the Best Qualified Vendor.
6. All the following Bid Proposal pages.

BIDDER'S NAME: _____

CITY OF LAGUNA HILLS
BID PROPOSAL FOR
FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES

TO CITY OF LAGUNA HILLS:

The undersigned VENDOR/CONTRACTOR hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated Project as set forth in the Notice Inviting Bids and Specifications and to perform all work in the manner and time prescribed therein.

VENDOR/CONTRACTOR declares that this Bid Proposal is based upon careful examination of the work site, Notice Inviting Bids, Specifications, and Sample Draft Contract Terms and Insurance Requirements, which is subject to change upon final. If this Bid Proposal is accepted for award, VENDOR/CONTRACTOR agrees to enter into an Agreement with City at the unit and/or lump sum prices set forth in the following Proposal Bid Sheets.

VENDOR/CONTRACTOR understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing proposal(s), and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

VENDOR/CONTRACTOR agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the VENDOR/CONTRACTOR will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

VENDOR/CONTRACTOR certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

VENDOR/CONTRACTOR declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the City is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

VENDOR/CONTRACTOR acknowledges that it is the City's intention to award a Fixed Automatic License Plate Reader System Services Agreement for a period commencing on April 14, 2021, or as soon thereafter as determined appropriate by City.

VENDOR/CONTRACTOR acknowledges that the scope and units of work on the Proposal Bid Sheets are approximate descriptions and estimates of work to be performed on an annual basis during the term of this Project, that the work shall only be performed on an as-needed, on-call individual Task Order basis only and no quantity of work or payment to Contractor is guaranteed to be authorized or granted by the City.

VENDOR/CONTRACTOR'S NAME: _____ DATE _____ 2021

VENDOR/CONTRACTOR'S ADDRESS:

BY _____

TITLE _____

(Signature)

PHONE (____) _____

BY _____

TITLE _____

(Signature)

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

VENDOR/CONTRACTOR'S INFORMATION

VENDOR/CONTRACTOR certifies that the following information is true and correct:

Contractor Name _____

Business Address _____

FAX No. (____) _____

Telephone (____) _____

E-Mail address: _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

Years this Company has been in the Maintenance Business _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

BY _____
(Print Name)

(Signature)

TITLE _____

DATE _____

Continued next page

BIDDER'S NAME: _____

REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which VENDOR/CONTRACTOR has current contracts for automatic license plate reader system services:

1. Agency: _____
Address: _____
Telephone: _____
Primary Contact Person/Title: _____
Years of service with this Agency: _____ Type of Work: _____
Term of Agreement: _____ Expiration Date: _____
2. Agency: _____
Address: _____
Telephone: _____
Primary Contact Person/Title: _____
Years of service with this Agency: _____ Type of Work: _____
Term of Agreement: _____ Expiration Date: _____
3. Agency: _____
Address: _____
Telephone: _____
Primary Contact Person/Title: _____
Years of service with this Agency: _____ Type of Work: _____
Term of Agreement: _____ Expiration Date: _____

Continued next page

BIDDER'S NAME: _____

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY CONTRACTOR AND
SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF)

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, Contractor association, organization, or corporation; that such bid is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agency thereof to effectuate a collusive or sham bid.

Signed

Name (print)

Title

Date

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

Continued next page

BIDDER'S NAME_____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES

INSTRUCTIONS: BIDDER SHALL COMPLETE EITHER OR BOTH BASE BID 1 AND BASE BID 2 AND THE ALTERNATE BID:

BASE BID 1

1. Furnish and install up to 10 ALPR Smart Cameras complete and in place as City purchased equipment through the Vendor/Contractor:

Unit price per each \$_____x 10 each = \$_____

2. Monthly Services fees for a complete and operational ALPR system:
Monthly Fee for all services \$_____x 36 months = \$_____

Total Fee BASE BID 1 \$_____

Total Contract Cost BASE BID in Words:

_____DOLLARS and ____CENTS

BASE BID 2:

1. Vendor/Contractor provided up to 10 ALPR Smart Cameras and ALPR system complete and in place as a subscription/lease basis:

Unit price per each camera \$_____x 10 each x 36 months = \$_____

2. Monthly Services fees for a complete and operational ALPR system:
Monthly Fee for all services \$_____x 36 months = \$_____

Total Fee BASE BID 2 \$_____

Total Annual Contract Cost BASE BID 2 in Words:

_____DOLLARS and ____CENTS

Continued on next page

BIDDER'S NAME _____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES
CONTINUED

ALTERNATE BID

1. Unit Price for each additional smart camera furnished and installed on existing poles - City purchased. \$ _____
2. Unit Price for each additional smart camera furnished and installed on existing poles – Subscription/Lease basis. \$ _____
3. Unit Price for each furnished and installed independent pole/footing/appurtenances. \$ _____
4. Unit Price for extension of secure encrypted data storage:
 - a. From 30 days storage to 60 days storage \$ _____
 - b. From 30 days storage to 90 days storage \$ _____
 - c. From 30 days storage to one-year storage \$ _____
5. Software User Interface \$ _____/year
6. Software user licenses \$ _____/each
7. Application Programming Interface \$ _____/year
8. Software maintenance and support \$ _____/year
9. Software upgrades \$ _____/each
10. Hardware maintenance and support \$ _____/year
11. Mounting equipment and supplies \$ _____/each
12. Software training \$ _____/each

/

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CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES
CONTINUED

BID PROPOSAL

IN WITNESS WHEREOF, Vendor/Contractor executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 2021.

NOTE: VENDOR/CONTRACTOR MAY, AT THEIR SOLE DISCRETION, PROVIDE A LISTING AND DESCRIPTION OF ADDITIONAL SERVICES THEY OFFER, ADDITIONAL REFERENCES, AND ADDITIONAL COMPANY INFORMATION DESCRIBING THEIR UNIQUE QUALIFICATIONS TO AID THE CITY IN DETERMINING THE BEST QUALIFIED VENDOR BY ATTACHING UP TO 10 ADDITIONAL PAGES TO THIS BID PROPOSAL. CITY MAY UTILIZE THIS INFORMATION IN ITS EVALUATION OF THE "BEST QUALIFIED VENDOR" IN ACCORDANCE WITH LHMC 3-08.090 and 3-080.100.

VENDOR/CONTRACTOR NAME: _____

By _____
Print

Signature

Title

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

CITY OF LAGUNA HILLS

SCOPE OF WORK SPECIAL PROVISIONS FOR

FIXED AUTOMATIC LICENSE PLATE READER SYSTEM SERVICES

A. GENERAL

The Notice Inviting Bids, Information for Bidders, Proposal, General Provisions, Special Provisions, and all Appendices establish the standards and specifications (hereinafter "specifications") for fixed automatic license plate reader system services.

The Vendor/Contractor shall furnish all labor, equipment, materials, tools, services, and special skills required to perform the fixed automatic license plate reader system services, as set forth in this specification, and in keeping with the highest standards of quality and performance for the lump sum price proposal.

The City seeks to retain the services of a qualified and experienced Vendor/Contractor capable of performing the work to furnish and install of up to ten (10) fixed automatic license plate reader systems as a Phase 1 deployment (locations of cameras to be determined), including smart cameras, independent power source, a software user interface, ethernet, wireless, and/or cellular network connectivity, a global positioning system for each camera, securely encrypted local and cloud data storage and transfer, hardware maintenance, software maintenance, software support, software training, and embedded software support for systems utilizing embedded software, including all equipment, cabling, and supplies for the complete operation of the system, on an ongoing basis for a three-year initial term (the "Project") in accordance with a Base Bid and/or any combination of Alternate Bids.

The City wishes to enhance public safety by installing fixed automatic license plate reader systems across key areas of Laguna Hills. This technology has proved to assist in serving as a deterrent to crime and serves as a forensic tool to solve crimes after they occur. The cameras will record the exterior of vehicles for the purpose of capturing license plates and vehicle characteristics to be utilized by police services for investigative and law enforcement purposes.

B. FIXED AUTOMATIC LICENSE PLATE READER CAMERA SYSTEM SCOPE OF WORK

The Vendor/Contractor shall furnish and install, as either City purchased equipment or leased equipment (see Bid Schedule), fixed automatic license plate reader systems with smart cameras ("cameras") that must include the following minimum specifications:

1. Self-powered smart cameras designed for the stated purpose of this Notice Inviting Bids inclusive of on-board image storage and high-speed communications utilizing commercially available cellular and/or wifi capabilities.
2. Multi-Lane Coverage: The cameras must capture high resolution images and videos covering a minimum of two lanes of traffic.
3. Camera Working Distance: The working distance of the cameras must be a minimum distance of at least 13 feet and a maximum distance of at least 75 feet.
4. Optics: The system must be comprised of self-illuminating Infrared (IR) cameras for effective license plate image capture in a variety of weather and lighting conditions, including a complete lack of lighting. The IR Light Emitting Diodes (LEDs) must be pulsed to enhance license plate capture and extend the lifetime of the LED board. The cameras must have a dual lens configuration in a single camera housing featuring both an IR lens for license plate capture and a color lens for both license plate capture and a color image of the vehicle.
5. Image Capture: The cameras must capture complete license plates, partial license plates, and temporary license plates, including state of origin, image capture date, image capture time, camera location, and the vehicle make, model, and color. For covered license plates, the cameras must capture the vehicle make, model, and color, including image capture date, image capture time, and camera location.
6. Video Capture and Streaming: The cameras must capture and stream high resolution video of captured vehicles and store the data on the Vendor/Contractor's server.
7. Communications and Networking: The cameras must include an integrated global positioning system (GPS) and ethernet, cellular, or wireless network connectivity, including all equipment and cabling for network communications. The cameras must include all necessary communications and network protocols for the complete operation of the system.
8. Local Storage: Each camera must include a minimum of 16 gigabytes of local storage.
9. Data Transfer and Storage: Image and video data must be transferred from the local camera to the Vendor/Contractor's servers immediately. Image and video data must be stored on the Vendor/Contractor's servers for a minimum of 30 days. All data, including end-user data, must be stored in

compliance with all applicable local, state, and federal laws, regulations, policies, and ordinances and their associated record retention schedules.

10. Real-Time Notifications: The cameras must be capable of transmitting real-time notifications including, but not limited to, when a camera sees a vehicle registered on the Federal Bureau of Investigations (FBI) National Crime Information Center (NCIC) and/or on a custom alert list created by an end-user.
11. Environment: The cameras must be enclosed in an environmentally secured enclosure rated at a minimum of Ingress Protection (IP) 65.
12. Warranty: The cameras must include a one-year parts and labor warranty.
13. Equipment: The Vendor/Contractor must furnish all equipment for the complete installation and operation of the system including, but not limited to, mounting equipment, networking equipment, and power equipment.
14. Embedded Software Support: The Vendor/Contractor must provide embedded software support for cameras utilizing embedded software.
15. Hardware Maintenance: The Vendor/Contractor must provide hardware maintenance for all hardware components of the fixed automatic license plate reader systems including, but not limited to, cameras, mounting and bracketing equipment, networking equipment and cabling, and power equipment and cabling for the term of this Agreement whether the cameras are purchased by City or as subscribed/leased equipment.

C. SOFTWARE SPECIFICATIONS

The Vendor/Contractor shall provide a software user interface (software system) for the fixed automatic license plate reader systems to include at a minimum the following:

1. User Licenses: The software system shall include an unlimited number of user licenses.
2. User Administration: The software system shall include a user management component, including administrator roles and customizable user roles. The administrator role shall be able to create user roles with various privileges and permissions.
3. Cloud Server: The Vendor/Contractor must provide a securely encrypted cloud server to store image and video data from the fixed automatic license plate reader system. The server must be accessible and searchable from within the software system. Users must be able to download data stored on

the server to a local machine and have continuous 24-hour per day access to the data set in a user acceptable interface.

4. Custom Alerts: The software system must provide customizable alerts that deliver real-time mobile data terminal, email, SMS, and/or software system notifications to users/police services when an alert is triggered.
5. Search: The software system must provide the ability to search the Vendor/Contractor's servers and/or databases for license plate data and vehicle data including, but not limited to, complete license plates, partial license plates, vehicle make, model, and color, camera location, image capture date, and image capture time.
6. Reports: The software system must include a reporting feature to create reports on license plate data and vehicle data.
7. Integrations and Application Programming Interface: The software system must include an application programming interface to integrate with other software applications, databases, and servers.
8. Software Updates: Software system updates must be included at no additional cost to the City.
9. Software Support: The Vendor/Contractor must provide ongoing support for the software system.
10. Training: The Vendor/Contractor shall provide training for the software system.

D. CAMERA INSTALLATION LOCATION SPECIFICATIONS

The cameras shall be installed on City-owned traffic signals and/or City-owned property. The exact installation location of each camera must be provided and approved by the City prior to the Vendor/Contractor installing the cameras. The City reserves the right to change the installation location of the cameras at any time. Should an installation location not have an existing City pole available, per the Alternate Bid Schedule, the Vendor/Contractor shall install an independent pole to the City's satisfaction.

E. PERMITS

Prior to the start of any work, the Vendor/Contractor shall take out the applicable City Building permits and/or Encroachment Permits and make arrangements for City inspections. Requests for inspections shall be made to the City at least 24 hours in advance of need. The Vendor/Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or

authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The City will waive the usual City permit, plan check and inspection fees.

Further, Vendor/Contractor shall ensure that its employees, agents, contractors, and subcontractors conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment, and ethical behavior throughout the duration of the Contract. Vendor/Contractor shall not retain or employ an unlicensed subcontractor to perform work pursuant to this Contract. Vendor/Contractor shall notify the City immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificate, waivers, and exemptions that may be required. Such inability shall be cause for termination of this Contract

F. SAFETY.

Traffic and Access.

When entering or leaving roadways carrying public traffic, the Vendor/Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Vendor/Contractor shall notify in writing all affected property owners of the proposed construction schedule a minimum of forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Vendor/Contractor or not, the Vendor/Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Vendor/Contractor shall re-notify the property owners as described above. Payment for notification and coordination as per Section 7-10 as modified herein shall be included in the compensation paid for the various items of work and no additional compensation will be allowed. The "Notices" will be furnished by the Vendor/Contractor.

Pedestrian access shall be maintained at all times during construction and shall be in accordance with the Americans With Disabilities Act.

The Vendor/Contractor shall comply with the provisions of any City ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection.

In accordance with Section 6500 of the Labor Code, the Vendor/Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation which is five feet or more in depth and into which a person is required to descend.

In accordance with Section 6705 of the Labor Code, prior to any excavation involving an expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Vendor/Contractor shall submit to Engineer a written detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches.

Prior to beginning of excavations requiring shoring, the Vendor/Contractor shall designate in writing to the Engineer someone whose responsibility it is to supervise the Project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring and bracing.

In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Vendor/Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Vendor/Contractor shall be solely responsible for any damages which may result from his failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the Project.

In accordance with Section 7104 of the Public Contract Code, any public works contract which involves excavations that extend deeper than four feet below the surface shall provide as follows:

I. That the Vendor/Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

A. Material that the Vendor/Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

B. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally as inherent in work of the character provided for in the contract.

II. The local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Vendor/Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

III. That, in the event that a dispute arises between City and the Vendor/Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Vendor/Contractor's cost of, or time required for, performance of any part of the work, the Vendor/Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Vendor/Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

G. STORAGE OF EQUIPMENT AND MATERIALS IN PUBLIC STREETS

The Vendor/Contractor is required to, at his own expense, maintain and operate a work and storage area outside of the public right-of-way. In such case the Vendor/Contractor shall submit to City written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work. Location of site to be approved by City. Condition and operation of yard shall conform to these specifications. The Vendor/Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Vendor/Contractor shall vacate site and return it to pre-Project condition within five (5) working days following application for Notice of Completion. The Vendor/Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Vendor/Contractor from any further clean-up or restoration work and shall submit a copy of such release to City. The Notice of Completion will not be issued until said release is submitted.

H. TRAFFIC CONTROL

The Vendor/Contractor shall perform lane closures and all traffic control operations in accordance with the applicable details in the California MUTCD, latest edition. No work shall be performed until the required lane closure traffic control has been installed and approved by the City. If the City does not feel that the Vendor/Contractor is properly implementing the MUTCD details, then work

shall be stopped until such time as the Vendor/Contractor can successfully remedy the deficiencies.

Portable delineators (traffic cones are not allowed), which conform to the California MUTCD, latest edition, shall be spaced as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed 25 feet. The minimum lane transitions shall be a 50 to 1 taper. Double base delineators will be required.

The Vendor/Contractor shall schedule the order of his work such that no travel lanes are closed before 9:00 A.M. or after 3:30 P.M. daily. A minimum of two through travel lanes and all turning lanes in all directions with flaggers will be required at all times. The same number of travel lanes currently in use shall be opened to traffic during non-working hours. No street closures shall be made unless indicated on the approved traffic control plans. The traffic signal and traffic signal detectors shall remain operational continuously during the construction, and traffic loops that require replacement shall be disrupted no more than 5 calendar days before their replacement. No weekend work (day or night) will be allowed, unless otherwise specified on the Plans or as approved by the City.

The Vendor/Contractor shall designate at least one worker solely for the provision and maintenance of traffic control.

The Vendor/Contractor shall be responsible for providing temporary access to all intersecting streets and driveways throughout the workday and at the end of each workday. A minimum of one access point shall be maintained for each commercial business during their normal business hours. Pedestrian access shall be maintained at all times and temporary and permanent pedestrian access shall be in accordance with the Americans with Disabilities Act.

The Vendor/Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of the construction area and shall be maintained in a new or like new condition, free of damage and graffiti.

If the traffic delineators are damaged, displaced or not in an upright position, from any cause, said delineators shall immediately be replaced or restored to their original location, in an upright position, by the Vendor/Contractor.

The Vendor/Contractor shall furnish competent flagmen to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warnings to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the California MUTCD. The

equipment shall be furnished and kept clean and in good repair by the Vendor/Contractor, at Vendor/Contractor's expense.

Should the Vendor/Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Vendor/Contractor at its own expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Vendor/Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

Where on-street parking is allowed at the location of the work of installation, the Vendor/Contractor shall be required to post "Temporary No Parking" signs 48 hours prior to start of work.

Vehicles of the Vendor/Contractor's employees shall only be parked in an allowed area as delineated by the City, and shall not be parked on the traveled way at any time, including any section closed to public traffic.

APPENDIX 1

CITY OF LAGUNA HILLS SUPPLEMENTAL CONDITIONS

SAMPLE DRAFT CONTRACT TERMS AND INSURANCE REQUIREMENTS

SUBJECT TO CHANGE ON FINAL CONTRACT AWARD

ADDENDUM

CITY OF LAGUNA HILLS SUPPLEMENTAL CONDITIONS

For purposes of this Addendum to the Agreement between _____, Inc. and the City of Laguna Hills, the term "Contractor" shall refer to _____, Inc., and the term "City" shall be used to refer to the Customer, which is the City of Laguna Hills.

1. California Civil Code Compliance. Contractor is advised of, and agrees it will comply with the requirements of the California Civil Code, Division 3, Part 4, Title 1.81.23 COLLECTION OF LICENSE PLATE INFORMATION [§§1798.90.5 - 1798.90.55] as applicable to an automated license plate recognition (ALPR) operator (also referred to as an "ALPR operator"). Contractor shall maintain reasonable security procedures and practices to protect ALPR information from unauthorized access, destruction, use, modification or disclosure that are at least as protective as the "_____ Safety End to End Data Security Overview," "_____ Safety CJIS Compliance Overview," and "_____ Safety Internet Security Policy," (collectively, referred to as the "_____ Security Policies") as each such policy was in effect as of _____, 2020. Any amendment to the _____ Security Policies shall be transmitted to the City within 10 days. In the event the City determines in its sole discretion that any amendment to the _____ Security Policies either substantially reduces the privacy or security of Customer Content (including ALPR Footage) or the amendments would violate any State or Federal law, then the City shall have the right to terminate the Agreement and _____ will refund to City a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

2. Disclosure of Security Breach. Contractor is advised of the requirements of the California Civil Code, section 1798.29, requiring notification to any resident of California in the event of breach of the security of the system. Contractor agrees it will notify the City immediately (and in no event more than 24 hours) upon the occurrence of any breach in the security of data that may potentially trigger the need for security breach notifications pursuant to Civil Code section 1798.29 or similar State or Federal law. The parties agree that the City will control the timing and content of any required security breach notification, and agree that Contractor shall fully pay or reimburse the City for the costs of providing any security breach notification required by Civil Code, section 1798.29, or similar State or Federal law, resulting from any security breach of the Flock Safety platform. Contractor's responsibility for the costs of providing such security breach notifications shall not be limited by any disclaimer or limitation of liability in the Agreement, including but not limited to Sections _____ of the Terms of this Agreement.

3. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of or relating to any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or

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agents. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, contractors, consultants, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under the Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause is a material element of the Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. This Section 3 shall survive termination or expiration of this Agreement. Contractor's indemnification obligation pursuant to this Section shall not be limited by any disclaimer or limitation of liability in the Agreement, including but not limited to, Sections _____ of the Government Agency Service Agreement.

4. Infringement. Without limiting the generality or applicability of Section 3, above, if a third party makes a claim against the City that any use of the Services in accordance with the terms of this Agreement infringes such third party's intellectual property rights, Contractor, at its sole cost and expense, will defend City against the claim and indemnify City from the damages, losses, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Contractor, provided that City: (i) notifies Contractor promptly in writing of the claim; (ii) gives Contractor sole control of the defense and any settlement negotiations; and (iii) gives Contractor reasonable assistance in the defense of such claim. If Contractor believes or it is determined that the Services violated a third party's intellectual property rights, Contractor may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may terminate City's use rights and refund any unused, prepaid fees City may have paid to Contractor.

5. California Public Records Act Compliance. Notwithstanding Section ____ of the Government Agency Service Agreement, Contractor expressly understands that City is a public agency subject to the California Public Records Act (Cal. Government Code § 6250 et seq.). In the event that City receives a public records request seeking the disclosure of information that Contractor has designated as its "Proprietary Information," City shall notify Contractor, and Contractor shall be allowed to take any reasonable action to preserve the confidentiality of such information. City's obligation shall only extend to notifying Contractor of the request, and City shall have no obligation to preserve the confidentiality unless doing so is in full compliance with the law.

6. Independent Contractor. It is expressly agreed that Contractor is to perform the services described herein as an independent contractor pursuant to California Labor Code Section 3353. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the City. Contractor shall be entirely responsible for the compensation of any employees used by Contractor in providing said services.

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7. Subcontractors. Notwithstanding Section ____ of the Government Agency Service Agreement, if Contractor utilizes a third-party subcontractor or other vendor to provide the Services under this Agreement, Contractor shall ensure that such subcontractor(s) or vendor(s) complies with the terms of this Agreement, and shall be jointly and severally liable with the subcontractor/vendor for any breach by the subcontractor/vendor.

8. Appropriation. City's funding of this Agreement shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations. Contractor acknowledges that the City is a municipal corporation and is precluded by the California Constitution and other laws from entering into obligations that financially bind future governing bodies. Nothing in this Agreement shall constitute an obligation of future governing bodies to appropriate funds for the purposes of this Agreement. The parties agree that the Initial Term and any renewal term(s) is contingent upon the appropriation of funds by the City. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated by the City. City shall pay Contractor for any services performed in accordance with this Agreement up to the date of termination.

9. Assignment. Contractor shall not assign this Agreement, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City. Notwithstanding the foregoing, for purposes of this Contract, a merger, acquisition, reorganization, spin-off or other transaction involving a transfer of substantially all of the assets or common stock of either party hereto shall not be deemed an assignment.

10. Termination. Notwithstanding any other terms or conditions contained in the Agreement, City shall have the unilateral right to terminate this Agreement at the end of the initial term, or renewal term, for any reason or for no reason, with or without cause, and without any penalties.

11. Compliance with Law. Contractor shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA regulations and requirements. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA regulations and requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, rules, and regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

12. Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its trade and perform the Work and Services required by this Agreement. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension,

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any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor 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 Contractor's performance of the Work and Services required by this Agreement, and Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to obtain such licenses, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

13. Insurance Requirements.

13.1 Compliance with Insurance Requirements. Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Contractor shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

13.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

13.2.1 Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

13.2.2 Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

13.2.3 Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its

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workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

13.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

13.4 Insurance Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

13.4.1 The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

(A) Additional Insured: The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

(B) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(C) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

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13.4.2 For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

13.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

13.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

13.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

13.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

13.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the

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extent to which Contractor may be held responsible for payments of damages to persons or property.

13.10 Enforcement of Agreement (Non-Estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

13.11 Insurance for Subconsultants. Contractor shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional named insureds under the Contractor's insurance policies; or (2) Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

13.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

13.12.1 Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

13.12.2 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

13.12.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

13.12.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay

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commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

13.12.5 Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

13.12.6 Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

14. California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as 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 Orange, State of California, or any other appropriate court in such County, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

15. Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

16. Labor Code Requirements.

16.1 Prevailing Wages. Contractor is aware of the requirements of California labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Work or Services available to interested parties upon request, and shall post copies at

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the Contractor's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law. Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

16.2 DIR Registration. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.