

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2023, by and between **THE CITY OF LA HABRA**, (hereinafter referred to as the "**CITY**"), and True North Compliance Services, (hereinafter referred to as the "**CONSULTANT**").

RECITALS

WHEREAS, **CITY** requires professional services for On-Call Plan Check and Building Inspection Services; and,

WHEREAS, the **CONSULTANT** represents that it is qualified and experienced to provide such services; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **CITY** and **CONSULTANT** hereby agree as follows:

ARTICLE I **SCOPE OF SERVICES; TERM**

1.1 General Scope of Services.

A. **CITY** hereby engages **CONSULTANT**, and **CONSULTANT** hereby accepts such engagement, to perform the various services set forth in Attachment "A" (the documents contained in Attachment "A" shall be hereinafter referred to as the "Scope of Work").

B. All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices.

C. Warranty: **CONSULTANT** warrants that it shall perform the professional services required by this Agreement in compliance with the federal and California laws related to minimum hours and wages, including but not limited to, 40 U.S.C.A. §§ 3141, et seq., California Labor Code, §§ 1171, et seq. and California Labor Code, §§ 6300, et seq.; fair employment practices, including but not limited to, 29 U.S.C. 651, et seq.; and fair employment, including but not limited to, 29 U.S.C. 201, et seq., The California Fair Employment and Housing Act California Government Code, §§ 12900, et seq., Title VI of the Civil Rights Act of 1964, as amended, 49 CFR 21 through appendix H and 23 CFR 710.405 (b); and

all other federal, state and local laws and ordinances applicable to the work required under this Agreement.

D. Non-exclusive Agreement. **CONSULTANT** acknowledges that CITY may enter into agreements similar to this Agreement with other consultants.

1.2 Term.

The term of this Agreement shall begin on July 1, 2023 and continue for an original term of one (1) year; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement. The City shall have one (1) option to extend the term for a period of up to two (2) years, which the City may exercise in its sole, absolute discretion.

ARTICLE II
RESPONSIBILITIES OF CONSULTANT

2.1 Control and Payment of Subordinates.

CITY retains **CONSULTANT** as an independent contractor and not an employee of **CITY**. All personnel to be utilized by **CONSULTANT** in the performance of this Agreement shall at all times be under **CONSULTANT'S** exclusive direction and control. **CONSULTANT** shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. **CONSULTANT** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

2.2 Conformance to Applicable Requirements.

All services provided by **CONSULTANT** shall be subject to the approval of the **CITY**.

2.3 Standard of Care; Licenses.

All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices. **CONSULTANT** represents and warrants to **CITY** that it has all licenses, permits, qualifications and approvals that are legally required to practice its profession and to provide the services hereunder. **CONSULTANT** further represents and warrants that it shall keep in effect all such licenses, permit, and other approvals during the term of this Agreement.

2.4 Project Representatives.

The City Manager or his designee shall be the Project Representative of **CITY** for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of **CITY**, called for by this Agreement except as otherwise expressly provided in this Agreement. Project representative shall coordinate all phases of this project and shall be available to **CITY** at all reasonable times.

2.5 Accounting Records.

CONSULTANT shall maintain complete and accurate records with respect to costs and expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. **CONSULTANT** shall allow an authorized representative of **CITY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONSULTANT** shall allow **CITY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

ARTICLE III **COMPENSATION**

3.1 Compensation.

Except as provided in this section, **CONSULTANT** shall receive compensation for all Services rendered under this Agreement at the rates set forth in the Schedule of Billing Rates attached hereto as Exhibit "B", and incorporated herein by reference. **CONSULTANT** shall not receive compensation for any services provided outside the Scope of Work unless such additional services (hereinafter "Extra Work") are approved in writing by **CITY** or its appointed representative prior to **CONSULTANT** performing the "Extra Work".

3.2 Payment of Compensation.

CONSULTANT shall provide **CITY** an itemized monthly statement which indicates work completed, hours of service rendered and units of supplies provided to the Project by **CONSULTANT**, from July 1, 2023, or the start of the subsequent billing periods, as appropriate, through the date of the statement. **CITY** shall make any payment due within forty-five (45) days after approval of the invoice by **CITY**.

3.3 Extra Work.

At any time during the term of this Agreement, **CITY** may request that **CONSULTANT** perform Extra Work. As used herein, "Extra Work" means any

work which is determined by **CITY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONSULTANT** shall not perform Extra Work until receiving prior written authorization from **CITY'S** Project Representative. It is specifically understood and agreed that oral requests and/or approvals of "Extra Work" shall be barred and are unenforceable.

3.4 Amendment of Scope of Work.

CITY shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONSULTANT**. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of **CONSULTANT** to secure **CITY'S** written authorization for "Extra Work" or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate **CITY** authorization.

3.5 Reimbursement for Expenses

CONSULTANT shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

ARTICLE IV INSURANCE

4.1 Insurance Requirements.

The **CITY** reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, **CONSULTANT** agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Contract, the **CONSULTANT** shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance.

4.2 Minimum Scope of Insurance.

Coverage shall be at least as broad as:

- (a) **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and

completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- (b) **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage.

- (c) **Workers' Compensation** as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.

- (d) **Errors & Omissions/Professional Liability Insurance/Cyber Liability Insurance** in an amount not less than \$1,000,000 per claim and annual aggregate, covering (1) all acts, errors, omissions, negligence, infringement of intellectual property; (2) network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or negligence in the handling of confidential information, privacy perils, including coverage for related regulatory defense and penalties; (3) data breach expenses payable whether incurred by City or Consultant, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for City or on behalf of City hereunder.

The policy shall contain an affirmative coverage grant for continent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

If a sub-limit applies to any elements of coverage, the certificate of insurance evidencing the coverage above must specify the coverage section and the amount of the sub-limit.

If the **CONSULTANT** maintains broader coverage and/or higher limits than the minimums shown above, the **CITY** requires and shall be entitled to the broader coverage and/or higher limits maintained by the **CONSULTANT**.

4.3 Endorsements.

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the **CITY** for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) Commercial General Liability

- (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations.

Additional Insured Endorsements shall not:

1. Exclude "Contractual Liability"
2. Restrict coverage to the "Sole" liability of Consultant
3. Exclude "Third-Party-Over Actions"
4. Contain any other exclusion contrary to the Contract

Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 20 10 and CG 2037.

- (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(b) Auto Liability

- (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims

arising out of the work or operations performed by or on behalf of the Consultant

- (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(c) Workers' Compensation

- (1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

4.4 Insurance Obligations of Consultant.

The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the **CONSULTANT**; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the **CITY**. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

4.5 Notice of Cancellation.

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the **CITY** except ten (10) days shall be allowed for non-payment of premium.

4.6 Waiver of Subrogation.

Required insurance coverages shall not prohibit **CONSULTANT** from waiving the right of subrogation prior to a loss. **CONSULTANT** shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the **CITY** has received a waiver of subrogation endorsement from the insurer.

4.7 Evidence of Insurance.

All policies, endorsements, certificates, and/or binders shall be subject to approval by the **CITY** as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the **CITY**. The **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and 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, **CONSULTANT** 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.

4.8 Deductible or Self-Insured Retention.

Any deductible or self-insured retention must be approved in writing by the **CITY** and shall protect the indemnified parties 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. The **CITY** may require the **CONSULTANT** to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

4.9 Contractual Liability.

The coverage provided shall apply to the obligations assumed by the **CONSULTANT** under the indemnity provisions of this contract.

4.10 Failure to Maintain Coverage.

CONSULTANT agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the **CITY**. The **CITY** shall have the right to withhold any payment due until **CONSULTANT** has fully complied with the insurance provisions of this Contract.

In the event that the **CONSULTANT'S** operations are suspended for failure to maintain required insurance coverage, the **CONSULTANT** shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

4.11 Acceptability of Insurers.

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the **CITY**.

4.12 Claims Made Policies.

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial **CONSULTANT'S** Contract with the **CITY** and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Contract.

4.13 Insurance for Subcontractors.

CONSULTANT shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the **CITY** as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

4.14 Additional Insurance.

Further, **CONSULTANT** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized sub-consultants' own actions during the performance of this Agreement.

ARTICLE V **TERMINATION AND INDEMNIFICATION**

5.1 Notice of Termination.

CITY may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to **CONSULTANT** of such termination, and specifying the effective date thereof. **CONSULTANT** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONSULTANT** shall not terminate this Agreement except for cause.

5.2 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CONSULTANT** shall be paid for services performed through the date of termination, upon receipt of written documentation of said services by **CITY**. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

5.3 Termination for Cause.

Should **CONSULTANT** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on **CONSULTANT** by **CITY** then **CITY**, in addition to any other remedies at law or equity, may terminate this Agreement. **CONSULTANT** shall be compensated for services which have been completed and accepted by **CITY**. **CONSULTANT** shall be liable to **CITY** for any reasonable additional costs incurred to correct or cure unsatisfactory work performed by **CONSULTANT** which, at **CITY'S** discretion, must be revised, in part or in whole, to complete the Project.

5.4 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, **CITY** may procure, any and all services as may be necessary to complete the Project.

5.5 Work Product.

In the event of termination of this Agreement, all finished or unfinished design, development and construction documents, data studies, drawings, maps and reports prepared by **CONSULTANT** shall be delivered to the **CITY** within seven (7) days of **CONSULTANT'S** receipt of termination notice, and at no additional cost to **CITY**. Any use of uncompleted documents without specific written authorization from **CONSULTANT** shall be at **CITY'S** sole risk and without liability or legal expense to **CONSULTANT**.

5.6 Indemnification and Hold Harmless.

These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. CITY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONSULTANT from liability under this section.

Notwithstanding the existence of insurance coverage required of **CONSULTANT** pursuant to this contract, **CONSULTANT** shall save, keep defend, indemnify, hold free and harmless **CITY**, its officers, officials, employees, agents

and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless **CITY**, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of **CONSULTANT**, its employees and/or authorized sub-consultants, whether intentional or negligent, in the performance of this Agreement.

ARTICLE VI **GENERAL PROVISIONS**

6.1 Notices.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO CITY: CITY MANAGER
 CITY OF LA HABRA
 P.O. Box 337
 La Habra, Ca. 90633

TO CONSULTANT: Isam Hasenin
 True North Compliance Services
 3939 Atlantic Ave. #224
 Long Beach, CA. 90807

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

6.2 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified only by a writing signed by both parties.

6.3 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party,

or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

6.4 Subcontracts.

CONSULTANT shall not subcontract any portion of the work required by this Agreement without prior written approval of **CITY**. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

6.5 Equal Opportunity Employment.

CONSULTANT represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONSULTANT** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONSULTANT** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

6.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

6.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

6.8 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

6.9 Right to Employ Other Consultants.

CITY reserves the right to employ other consultants in connection with this Project.

6.10 Covenant Against Contingent Fees.

CONSULTANT warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **CONSULTANT**, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **CITY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **CONSULTANT'S** compensation provided under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.11 Conflict of Interest.

CONSULTANT covenants that he/she/it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. **CONSULTANT** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONSULTANT**.

6.12 Statement of Economic Interest.

If **CITY** determines **CONSULTANT** comes within the definition of **CONSULTANT** under the Political Reform Act (Government Code §87100 et. seq.), **CONSULTANT** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the **CITY** disclosing **CONSULTANT** and/or such other person's financial interests.

6.13 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

6.15 Taxes.

CONSULTANT agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONSULTANT** agrees to indemnify and hold **CITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONSULTANT'S** failure to pay, when due, all such taxes and obligations.

6.16 Compliance With Law.

CONSULTANT shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONSULTANT** and his/her/its work hereunder.

6.17 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by **CONSULTANT** under the Agreement shall be vested in **CITY**, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **CITY** without restriction or limitations on their use. **CONSULTANT** may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**.

6.18 Validity.

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

6.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

6.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

6.21 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provision of this Agreement.

6.22 Confidentiality.

All findings, reports, information and exhibits prepared or assembled by **CONSULTANT** in connection with the performance of its professional services pursuant to this Agreement are confidential and **CONSULTANT** agrees that they shall not be made available to any individual or organization without the prior consent of **CITY**. All findings, reports, information and exhibits shall become the property of **CITY**.

6.23 Responsibility for Errors.

CONSULTANT shall be responsible for its own work and results under this Agreement, and shall not be responsible for any work by **CITY** performed prior to the date of this Agreement or for any other acts or omissions directly attributable to **CITY**. **CONSULTANT**, when requested, shall furnish clarification and/or explanation as may be required by **CITY** regarding any services rendered under this Agreement at no additional cost to **CITY**. In the event that an error or omission attributable to **CONSULTANT** occurs, then **CONSULTANT** shall, at no cost to **CITY**, provide all necessary design drawings, estimates and other **CONSULTANT** professional services, as authorized by this Agreement necessary to rectify and correct the matter to the sole satisfaction of **CITY** and to participate in any meeting required with regard to the correction.

6.24 Independent Contractor.

The parties hereto acknowledge and agree that the relationship between **CITY** and **CONSULTANT** is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, a joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that **CONSULTANT** is not a partner with **CITY**, whether general or limited, and no activities of **CITY** or **CONSULTANT** or statements made by **CITY** or **CONSULTANT** shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

NOTE: In the event the **CONSULTANT'S** personal services are required, the following shall apply:

This Agreement is made on the express condition and understanding that Isam Hasenin's personal services are a substantial inducement to **CITY** for entering into this Agreement. If for any reason Isam Hasenin should no longer be the responsible manager for **CONSULTANT**, this Agreement shall be subject to immediate termination on written notice from **CITY**.

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

CITY OF LA HABRA:

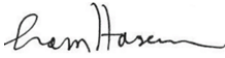
APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST:

CITY CLERK

COUNTER SIGNED:



Isam Hasenin
President, True North
Compliance Services, Inc.

EXHIBIT "A"
SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

BACKGROUND

La Habra is located in the northwest corner of Orange County on the Orange-Los Angeles County border line. It is immediately adjacent to the Los Angeles County cities of Whittier and La Mirada to the west; La Habra Heights to the north; the Orange County cities of Brea to the east, and Fullerton to the south.

The Community Development Department serves the City and its community by preparing, administering, and enforcing land use plans and development regulations that protect public safety, preserve environmental resources, address housing needs, and create a healthy and prosperous community, in a manner that fosters community engagement and provides an exceptional level of service. The Building and Safety Division of the City of La Habra Community Development Department protects the health and safety of City residents, their property, and the public by ensuring that permitted construction within La Habra meets current building code standards.

SCOPE OF SERVICES

The City of La Habra is seeking to establish a list of qualified Consultants to provide independent plan check and building inspection services on an as-needed basis for the Building and Safety Division of the Community and Economic Development Department. Under the direction and supervision of the Chief Building Official, the selected Consultants will perform the following plan check and inspection services:

1. Performance of plan checking services in a diligent and professional manner in accordance with standard practice of such services, at the firm's own office or at project sites, in a prompt and expeditious manner within the City's specified timeframes.
2. Provide to the City an itemized list including all plan check comments for each submittal and re-submittal of plans and supporting documentation.
3. Perform onsite building inspection services covering structural, plumbing, mechanical, and electrical systems related to the construction or alteration of residential and commercial structures.

CONTRACTOR QUALIFICATIONS/CONTRACT REQUIREMENTS

Contractor Qualifications

Consultant must be or have on staff California Licensed Structural Engineer(s), a State of California Certified Access specialist, and an ICC certified building inspector(s) and plans examiner(s).

Contract Requirements

Consultants should be aware that a contract for services resulting from their proposal will include all provisions contained in Attachment A. The consultant must indicate in its proposal whether it will agree to these terms, or if not, the consultant must provide an explanation and proposed alternative language.

REQUIRED PROPOSAL DOCUMENTATION

The proposal shall include:

1. Cover letter and Executive Summary including name and address of organization, contact person, highlights of proposal.
2. Qualifications and Personnel: Professional background and qualifications, including firm's resources, experience and demonstrated ability to perform the scope of work. This section must include an

Section IV- Methodology & Work Approach

Our established internal procedures and policies will ensure that we provide the City of La Habra the highest quality, accurate, timely, and responsive service. Our goal is to provide consistent and uniform service, eliminate errors and confusion and ensure compliance with the City's standards, policies, interpretations, and procedures. To that end, we have the following established procedures for each of the services we offer:

Plan Review Procedures

The following approach and procedures will apply to Plan Review Services. It may be adjusted to better accommodate the specific needs of the City of La Habra:

1. All document/plan reviews shall be based on the City of La Habra Municipal Code, applicable federal and state laws and regulations, Title 24 California Code of Regulations, and the City's Building & Safety Division plan review standards and policies. Plan review shall cover structural, fire and life safety, architectural, accessibility, OSHPD-3, energy conservation, green building, grading, plumbing, mechanical and electrical installations in residential, commercial, and industrial projects for new, existing and historical buildings, structures and facilities.
2. We will pick-up plans at the City of La Habra Permit Center within 24 hours of notification or upload immediately into our cloud-based database for electronic submittals.
3. Review all plan check applications for accuracy and make all necessary revisions to such items as description, square footage, type of construction, occupancy and uses.
4. Format plan review comment lists to compliment the style and requirements of the City of La Habra.
5. Prepare a standard template specific to the City of La Habra to identify specific requirements and items of interest and focus to the City Building & Safety Division.
6. Our plan review philosophy is to perform a thorough review during the first submittal of plans in order to avoid new comments on any subsequent submittals.
7. Open lines of communication with the Building Official and other City managers and staff to ensure accuracy in enforcing City policies, procedures and regulations.
8. Conduct plan reviews within the agreed upon turn-around times established by the City of La Habra.
9. Our team is available to review projects on an expedited basis within the designated turn-around times.
10. Review deferred submittals and revisions within assigned due dates.
11. Email plan check comments to designated Building staff and provide pertinent building/project data and information required on permit application. Building/project data

such as description of work, type of construction, uses, occupancy classification, floor area, number of stories, etc. will be provided on the transmittal letter.

12. Supply hard copy or electronic plan review comment, approval letters, and project invoices as required by the City of La Habra.
13. When final review is approved, we will deliver two final sets of approved plans with approval stamps and signatures to the City within 24 (twenty-four) hours of final review and approval.
14. Be available, during regular business hours, to discuss and clarify plan check issues with applicants, designers, owners and consultants. Resolution of code issues may be performed by telephone, or meetings, prior to resubmitting corrected plans and documents.
15. Any plan check issues not resolved between the reviewer and the architect/engineer of record after the second review cycle will be quickly elevated to our QC Manager who will in turn discuss with the Building Official and come up with resolution to the outstanding issues.
16. Communicate and/or meet with the applicant, architect, engineer, other City departments or agencies, as necessary to assist with plan review responses.
17. Participate in pre-submittal meetings during preliminary design or working drawing stages to provide high level code review and discussion to ensure a smooth and timely plan review process.
18. Our President, Isam Hasenin will be available to provide technical support and advice to the Building Official, and city staff and managers related to code application and review of Requests for Alternate materials and Methods, administrative aspects of the department, permit fee analysis, preparing local amendments and ordinances and similar services.
19. We will utilize the City's Permit Tracking System to enter and monitor plan-checking information into the portal.
20. We have a fully automated web-based project tracking system to enter and track all projects assigned by the City. City staff and managers can access the system anytime to check the backlog, status and due dates of any project. They can also review copies of comment lists prepared by our staff. If the City agrees, we can provide access to applicants so they can check status of their projects online without having to call the City or come to the Building & Safety counter. Here is a screen shot of the plan log screen:

Find Project Reset

Search

Status	Client	Job Number	Days Left	Due Date	Total Review	Jurisdiction Number	Address	Description	Reviewer	Actions
Comments Out	Rialto	21-123-006	-	-	1	BLD21-0006		T1 - Burger Shack	Amar Hassein Issam Shahrour	PDF
Approved	Rialto	21-123-005	-	-	1	BLD21-0005	4412 8th Avenue	8.61 KW PV System	Ahmad Erbat	PDF
Approved	Rialto	21-123-004	-	-	1	BLD21-0004	567 Hilltop Street	New ADU	Amar Hassein	PDF
In Review	Rialto	21-123-003	-13	04/02/2021	3	BLD21-0003	455 Ocean Front Blvd	New 4 story Hotel	Alaa Alasal Issam Shahrour Ahmad Erbat	PDF
In Review	Rialto	21-123-002	-9	04/06/2021	2	BLD21-0002	101 Broadway	New Service at Cell Tower	Issam Shahrour	PDF
In Review	Rialto	21-123-001	-9	04/06/2021	1	BLD21-0001	1234 Main Street	New SFD	Amar Hassein	PDF

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Electronic Plan Review

True North Compliance Services is able to receive, process, plan review, markup and approval stamp plans electronically and return the electronic plans back to the City. In fact, over 75% of our reviews currently are performed electronically using the Bluebeam platform. More specifically:

1. We will adhere to the City’s Electronic Plan Review guidelines and policies.
2. We are able to receive and route submittal documents utilizing cloud storage (Box, SharePoint, Drop Box, etc.) links or any other preferred method of the City.
3. Our staff will use Blue Beam to perform the review or other City-required platform.
4. We will provide redline mark ups on the plans with Blue Beam. Then transferring a marked-up image of the plans onto the plan review comments. This process will simplify the comments for the applicant resulting in less plan review iterations.
5. When the plan check and recheck processes are complete and the plans and corresponding documentation are deemed in full code compliance, we will sign and stamp the electronic plan set and corresponding documents.
6. Our entire team is equipped with latest technology (highspeed computers, multiple large monitors, latest version of Blue Beam, access to cloud storage, etc.) to easily perform plan reviews electronically.

Plan Check Turn-Around Times

We commit to meeting the City’s turn-around times on all projects reviewed by our team. Our web-based project tracking system allows both our reviewers and permit technicians to stay on top of project due dates. Expedited plan reviews will be completed in half the time frames listed below.

Below are our standard review times.

PLAN CHECK TYPE	1ST REVIEW (working days)	RE-CHECKS* (working days)
Residential PV and Battery Storage Systems	2	2
Single-family Dwellings	10	5
Multi-Family Projects, Commercial/Industrial projects, Tenant Improvements	10	5
Complex Projects	15	5

“Express Rechecks By Appointment”

We are pleased and excited to offer the City of La Habra our new and innovative solution to expedite and streamline the recheck process. The program, “Express Recheck By Appointment” is a revolutionary approach to expedite the recheck process, minimize the number of review cycles, reduce frustrations and miscommunications between applicants and plan checkers and reduce the workload of City staff in intaking, routing and tracking of the many cycles of plan check and rechecks on submitted projects. The program will be offered at no additional cost to the applicant or City. The service applies to the vast majority of projects reviewed by our staff. Once the applicant is ready for the recheck, he/she will contact True North Office to schedule the “Express Recheck By Appointment”. The appointment will be scheduled within 48 hours of the request. Our plan reviewer will perform the recheck over video-conferencing meeting and sign off items completed.

Building Inspection Services

True North Compliance Services, Inc. is pleased to offer excellent on-call Building Inspection Services to the City of La Habra. Our inspectors have extensive construction and trade experience in addition to their Code knowledge, allowing for a practical approach to applying Code provisions during the inspection process. Similar to our Plan Review process, our inspectors employ the following procedures to maximize project success. These procedures may be adjusted to better accommodate your jurisdiction.

1. Become familiar with the inspection style and requirements of the City of La Habra.
2. Provide inspection services and assure that construction complies with plans and is in compliances with the most recently adopted codes, policies, and procedures.
3. Perform inspections on construction projects to verify compliance with City of La Habra Municipal Code and State codes and regulations: California Building Code, Residential

Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code, Energy Code, Green Building Standards Code, Disabled Access Regulations, and Title 25; Mobile Home Parks regulations; State Water Resource Control Board regulations related to storm water pollution prevention; Sound Transmission Control regulations; and, locally adopted building ordinances and amendments thereof.

4. Inspect for compliance with applicable conditions of approval set forth by the City's Community Development Department, Planning Commission, and/or City Council.
5. Inspectors will possess and maintain necessary certifications required to perform inspections.
6. Be equipped with all necessary tools needed to perform inspections, including a complete set of current code books.
7. Assist in the coordination of job site conferences with technical consultants, engineers, architects, representatives of the owner, equipment manufacturers, and subcontractors to review project requirements, and clarify or resolving any questions or problems prior to commencing work.
8. Prepare inspection notices of noncompliance on incorrect construction methods or material found during inspection; confer with contractor or representative regarding construction methods and procedures as they relate to compliance with plans and specifications.
9. Maintain a record of non-complying items and follow up to achieve resolution of such items. Record all significant construction-related activities and events such as work completed to provide a chronological and factual history of inspection on assigned construction projects.
10. Engage with Building & Safety Division staff to understand the City's permitting process, forms, policies, and clients.
11. Adapt to the City's needs to allow for easy integration into the day-to-day inspection operations.
12. Communicate daily with the City's Principal Building Inspector for assignments and to identify potential issues.
13. Coordinate with various City and County agencies and departments and other governmental agencies providing services, and/or having jurisdiction over any aspect of a development project.
14. Maintain contact while in the field to answer questions, reschedule inspections, and support City staff.
15. Serve as a resource and provide information on City regulations to property owners, residents, businesses, the general public and other City departments.
16. Build a rapport with frequent contractors and teams on continuing projects.
17. Update the City's permit tracking software as necessary, including transferring all applicable field notes.
18. Perform and/or attend on-site and in-office preconstruction meetings as required.

19. Communicate and/or meet with applicants, contractors, engineers, architects, etc., as necessary to assist with corrections and general project questions.

Permit Processing Services

True North Compliance Services, Inc. believes that the permit technician position is one of the toughest positions in the Building & Safety Division. Being at the counter all day long handling customer contacts, questions and issues is challenging, especially as we experience the high volume of work and high customer traffic at the public counter. That's why we believe it takes a certain type of personality to be successful at the position. It's someone who is pleasant, calm, patient, excellent interpersonal skills and ability to use automation systems. We are pleased to offer staff who meet these criteria and qualifications. More specifically, the permit technician will:

1. Enter permit data into the automated database.
2. Research, compile and prepare various limited reports and presentation graphics.
3. Assist the general public at the front counter or by phone regarding building, planning and engineering permit requirements, plan check fees, plan check filing procedures and processing, and permit status.
4. Research information for public.
5. Accept permit applications and collect permit fees.
6. Review and evaluate plans for completeness and for conformance with ordinances and department standards, policies and guidelines.
7. Review plans for conditions of prior approval.
8. Route plans to other city departments for review.
9. Approve minor permits.
10. Research and respond to public inquiries.
11. Build and maintain positive working relationships with co-workers, City employees and the public using principles of good customer service.
12. Perform related duties as assigned.
13. Utilize City electronic and paper files to research previous and/or related permits.
14. Review permit application for completeness, perform fee calculations, route plans, verify approvals and conditions and issue permits.
15. Provide excellent service to all customers from a homeowner to large developers and designers.
16. Have excellent interpersonal skills, calm demeanor, patient and be a good listener

EXHIBIT "B"
COMPENSATION RATES AND CHARGES

Section VI- Fee Proposal

True North Compliance Services is pleased to propose the following competitive fees for the services listed. Additional services not listed below may be negotiated.

Our pricing reflects our commitment to delivering highest quality responsive and timely service to the City of La Habra. These include:

- Reduced plan review turnaround times.
- Ability to expedite plan review at the request of the City Building Official.
- Implementation of established electronic plan review processes.
- Highly qualified staff compensated commensurate with their duties and responsibilities.

PLAN REVIEW SERVICES

True North proposes to charge 60% of the City's total Plan Review Fee for our plan review services. Our fee includes initial review and all subsequent rechecks. Our fee includes shipping and delivery of plans to/from City Hall. Expedited Plan Check services will be charged at 150% of the proposed fees.

Revisions/Deferred Submittals/RFIs will be billed using the hourly rate table below.

Additional Services: The following hourly rate table applies to on-site staffing services and/or additional services included in our Scope of Services that may be required by the City of La Habra. Our hourly rates are all-inclusive and include salaries, overhead, benefits, PTO, etc.

Hourly Rates for Additional Services

Position	Hourly Rate
Interim Certified Building Official	\$155.00
Plan Review Engineer	\$130.00
Senior Plan Review Engineer	\$145.00
Structural Engineer I	\$150.00
Structural Engineer II	\$165.00
Certified Engineering Geologist/Geotechnical Engineer	\$155.00
Licensed Fire Protection Engineer	\$145.00
Certified Plans Examiner I	\$100.00

Certified Plans Examiner II	\$115.00
Building/Housing Inspector I	\$100.00
Building/Housing Inspector II	\$115.00
Senior Building/Housing Inspector	\$125.00
Code Enforcement Officer	\$100.00
CASp Plan Reviewer/Inspector	\$135.00
Fire Plan Reviewer/Inspector I	\$120.00
Fire Plan Reviewer/Inspector II	\$135.00
Grading/Public Improvements Plan Review Engineer I	\$140.00
Grading/Public Improvements Plan Review Engineer II	\$155.00
Planner	\$145.00
Senior Planner	\$160.00
Permit Technician I	\$75.00
Permit Technician II	\$85.00
Administrative Assistant	\$65.00

- Overtime for on-site staffing will be charged at 140% of the rates above.
- Mileage for tasks related to requested scope such as inspections or site visits will be charged at the current IRS mileage rate measured from City Hall.
- Inspections outside of the City's business hours will be charged at 140% of rates above with a 3-hour minimum.
- Incidental expenses will be charged at cost.
- The above fees will be increased each year July 1" automatically by the percentage change Los Angeles - Riverside -orange County Consumer Price index -All Urban Consumers ("CPI -U") for the preceding twelve-month period through February as calculated and reported by the U. S. Department of Labor Bureau of Labor Statistics.