

CITY OF COVINA



NOTICE INVITING REQUESTS FOR PROPOSALS (RFP) FOR FINANCIAL AUDITING SERVICES FISCAL YEARS 2023-24 THROUGH 2025-26

NOTICE IS HEREBY GIVEN THAT The City of Covina, California (City) invites proposals from qualified certified public accounting firms to perform its annual independent audit for three fiscal years ending June 30, 2024 through June 30, 2026 with the option to extend the contract for the two (2) subsequent years. The City will receive such proposals at City Hall, Office of the City Clerk, 125 East College Street, Covina CA 91723 up to 5:30 p.m. March 14, 2024.

All proposals must conform and be responsive to all requirements set forth in the RFP. Each proposal must be submitted in a sealed package addressed to the Administrative Services Deputy Director - Finance with "Financial Auditing Services" typed or clearly printed on the lower left corner of the package. Proposals must remain valid and shall not be subject to withdrawal for 90 calendar days after the proposal due date.

Proposals will be evaluated and an audit firm will be selected based on a Qualification-Based Selection process. Copies of the RFP are now on file and open for the public on the City's website at www.covinaca.gov under "Business" "Doing Business With The City" "Bids & RFPs". For further information, please contact Theresa Franke at tfranke@covinaca.gov no later than 5:30 p.m. on February 15, 2024.

The City reserves the right to reject any and all proposals, to waive any irregularities or informalities in any proposal, as deemed to be in its best interest.

Thank you for your interest in working with the City of Covina.

Theresa Franke
Deputy Director, Administrative Services - Finance Division
City of Covina

CITY OF COVINA
REQUEST FOR PROPOSALS FOR FINANCIAL AUDITING SERVICES
FISCAL YEARS 2023-24 THROUGH 2025-26

A. INTRODUCTION

The City of Covina (City) is requesting proposals from qualified firms of certified public accountants for audit services for the fiscal years ending June 30, 2024 through June 30, 2026, with the option of extending the engagement for the two (2) subsequent years. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the Government Auditing Standards as issued by the Comptroller General of the United States, the provisions of the federal Single Audit Act and the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments, as well as other or new pronouncements or regulations in place now or in the future. This Request for Proposal (RFP) is expected to result in a firm fixed price contract.

B. DESCRIPTION OF THE GOVERNMENT

The City is a mature, suburban city located twenty-three miles east of downtown Los Angeles in the eastern portion of the San Gabriel Valley. The City encompasses an area of approximately seven square miles and is virtually built out. The current population is 50,350 according to the State of California Department of Finance.

The City is a general law city, incorporated in 1901. The City Council is composed of five members elected by district to four-year terms. Elections are held in even numbered years to fill alternately two and three seats. The Mayor and Mayor Pro Tem are selected by the City Council annually.

The City has a Council/Manager form of government. The City Manager is appointed by the City Council to manage the daily affairs of the City and to implement policies established by the City Council.

The City provides a full range of services including police and fire protection (via a contract with the Los Angeles County Fire Department); construction and maintenance of highways, streets and infrastructure; library and recreational services; public transportation; building services (via a contract with CIR, Inc.); business licensing (via a contract with HdL); planning and economic development; housing; and administrative services. In addition to general municipal activities, the City provides water and sewer services. The fiscal year 2023-24 budgeted expenditures are \$121.8 million, with the General Fund accounting for \$55 million.

In addition, in December 2022 the City acquired the Covina Theater, which operates as an enterprise fund. The operations are managed through an agreement with Laugh Factory Covina LLC.

There are approximately 150 full-time and 47 part-time employees budgeted in 2023-24. The Finance Division consists of eleven full-time and four part-time employees and performs the functions of accounts payable, accounts receivable (including water utility billing), payroll, cashing, accounting, budget and audit preparation.

Fund Structure

The City uses the following fund types and account groups in its financial reporting:

Governmental Funds

- General Fund

- Special Revenue Funds

Proprietary Funds

- Enterprise Funds

- Internal Service Funds

Fiduciary Funds

- Agency Funds

- Private Purpose Trust Funds

Account Groups

- General Fixed Assets

- General Long-Term Debt

General Ledger System

The City has used Tyler Technologies - Munis Financials as their financial system since 2011.

Availability of Prior Reports

The most recent ACFR audited by Clifton Larson Allen LLP is available on the City website at www.covinaca.gov under “Our City” “City Departments” “Administrative Services” “Finance” “Budgets & Reports”.

In accordance with the reporting entity definition of the Governmental Accounting Standards Board, the City has included the Covina Public Financing Authority, the Successor Agency to the Covina Redevelopment Agency, and the Covina Housing Authority in the ACFR.

C. GENERAL INFORMATION

Proposal Submission

Proposals must conform and be responsive to all requirements set forth in the RFP. Any and all exceptions to the RFP requirements must be clearly stated in the proposal; failure to set forth any exception may be grounds for rejection of the proposal.

Three (3) copies of the proposal must be submitted to the Office of the City Clerk, 125 East College Street, Covina CA 91723 no later than 5:30 p.m. March 14, 2024. Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

Each proposal must be submitted in a sealed package addressed to the Deputy Director, Administrative Services - Finance with "Financial Auditing Services" typed or clearly printed on the lower left corner of the package. Proposals must remain valid and shall not be subject to withdrawal for 90 calendar days after the proposal due date.

All materials submitted in accordance with this RFP become the property of the City and will not be returned. The material will become public record subject to the disclosure provisions of the Public Records Act (Government Code Section 6250 et seq.).

The proposer shall furnish the City with additional information as the City may reasonably require. The City reserves the right to conduct pre-contract negotiations with any or all proposers.

Tentative Schedule	
January 16, 2024	RFP Release
February 15, 2024 5:30 p.m.	Deadline for Questions
February 29, 2024	Responses to Questions Provided
March 14, 2024 5:30 p.m.	Proposals Due
April 1- April 11, 2024	City Interview With Final Candidates
May 21, 2024	Recommendation presented to City Council

D. SCOPE OF AUDIT

The City's goal is to provide the public and its constituents with a comprehensive financial statement that gives complete, accurate and understandable information about the City's financial condition. To meet the requirements of this RFP, the audit shall be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the Government Auditing Standards as issued by the Comptroller General of the United States, the provisions of the federal Single Audit Act and the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments, as well as other or new pronouncements or regulations in place now or in the future.

The selected independent auditor will be required to perform the following:

- Express an opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles.
- Express an opinion on the fair presentation of the City's combining and individual fund and account group financial statements and supporting schedules in conformity with generally accepted accounting principles.
- Provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the general purpose financial statements.

- Prepare the various reports and schedules for the City's ACFR. The City will be responsible for preparing the introductory section, management discussion and analysis, and statistical sections of the ACFR. The auditor shall assist in finalizing the City's ACFR by performing certain limited procedures involving management's discussion and analysis (MD&A) and required supplementary information (RSI) required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards and shall include an opinion in that report regarding the City's financial statements and supplemental financial schedules. The auditor is not required to audit the supporting statistical schedules contained in the ACFR.
- Test compliance with the Single Audit Act as amended in 1996, and applicable laws and regulations. It is expected that the auditor will prepare and publish an audit report.
- Prepare the Independent Auditors Report on Internal Controls or other communications that may be required by auditing standards. Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report(s) on internal controls.
- Test compliance with Proposition 111, Article XIII/B – Review of Appropriation Limit Calculations and render a letter annually to the City regarding compliance.
- Examine other reports or perform other services as required, including timely completion of the Annual State Controller's Report as well as audit procedures to satisfy Measure W (Safe Clean Water Program) requirements every three years (next Measure W audit due FY 2025-26).
- Issue a report on compliance with requirements applicable to each major program, internal control over compliance and on the schedule of expenditures of federal awards in accordance with OMB Circular A-133
- Provide any other reports not stated herein but which may be required by the Comptroller General, of the Government Auditing Standards or U.S. Office of Management and Budget regarding single audits.
- Familiarize themselves with and comply with the provision of any and all federal, state and county orders, statutes, ordinances, charters, bond covenants, administrative code and orders, rules and regulations that pertain to the work required in the engagement.

Management is not aware of any unusual circumstances warranting an extended scope beyond that called for above. If in due course of the examination an extended scope is warranted, the auditor shall agree to provide the City with all ascertainable facts relative to such circumstances. An estimate of additional services required and the additional cost shall be provided, so contract modifications may be completed before commencement of such extended examination.

E. GENERAL AUDIT REQUIREMENTS

- Audit reports shall be prepared and presented in time to meet the requirements of the Government Finance Officers' Association (GFOA) award program. All reports shall be transmitted to the Administrative Services Deputy Director - Finance for review prior to presenting the final reports.
- Prior to commencement of services, the selected proposer shall submit a schedule detailing those services necessary on its part for the preparation of the draft and final reports. The timeline for these services shall not extend beyond the established due date without the written authorization of the Administrative Services Deputy Director - Finance.
- The audit firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.
- The firm's staff assigned to the City audit will include at least one (1) CPA with three (3) or more years of local government auditing experience. This person will be at a supervisory level. There shall be at least one (1) additional person on the audit staff who has completed at least one (1) full year in local government auditing. The total audit staff should be at a level sufficient to complete the audit in the established time schedule. In addition, the audit staff should remain constant throughout the audit and at least one (1) staff member from the current year's audit is to be a member of the next year's audit team. The audit firm shall notify the City in writing of any changes in the audit staff and verify that members of audit staff have the experience required by this paragraph.
- The audit firm will be aware of and provide guidance as necessary in the proper implementation of new GASB pronouncements.
- The audit firm shall be available for additional projects that may be necessary. Separate engagement letters will be required for each project.
- The audit firm shall make itself available to the City Council, Finance Commission, and management to answer questions related to audit findings.

F. CITY FINANCE STAFF AUDIT ASSISTANCE

The Finance Division staff and responsible management personnel will be available during the audit to assist the auditors by providing information, documentation and explanations. The auditors will be expected to coordinate their services with the Deputy Director of Administrative Services - Finance Division and shall accomplish the audit on a phased basis throughout the year to reduce the year-end workload on the City's staff.

G. DELIVERABLES

The selected firm shall provide a photo ready electronic pdf version of the ACFR to the Finance Division on or before December 1st of each year. Additionally, the

firm shall provide electronic pdf versions of such documents as GANN, Management Letter, Annual State Controller's Report and Single Audit.

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to an authorized representative of the City or State or Federal agencies.

H. COMPENSATION

Compensation for the conduct of the audit service will be paid upon submission of progress billings and of a final billing along with the required reports.

I. PROPOSAL FORMAT

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified below:

- a. Title Page - Show the RFP subject, the name of the proposer firm, business entity type (corporation, LLC, partnership, sole-proprietorship) local address, telephone number, name, title and email address of contact person, and date of submission.
- b. Table of Contents - Clearly identify the material by section and page number.
- c. Letter of Transmittal (limit of two pages)
 - i. Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work within the time period specified.
 - ii. Give the name(s) of the person(s) authorized to make representations for the proposer, title(s), street and email addresses and telephone number(s).
- d. Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than the form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the RFP requirements.

The Technical Proposal should address all the points in the order outlined in the RFP (excluding any cost information which must be submitted per Section J, "Audit Fee Schedule"). The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the

areas detailed below must be included. They represent the criteria against which the proposal will be evaluated.

i. Firm Qualifications and Experience

To qualify, the firm must have extensive experience in audits of local governments as well as experience with the preparation of ACFR statements in GASB 34 format. To demonstrate this experience, the proposal must:

1. State the size of the firm, the size of the firm's governmental audit staff, the number of partners, managers, supervisors, seniors and other professional staff employed at the office, and the location of the office from which the work on this engagement is to be performed.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

If the proposer will be subcontracting any portion of the audit to another individual or firm, the proposal must include a list of all subcontractors to be used on this engagement. No substitutions of subcontractors may be made without prior written consent of the City.

2. Include an affirmative statement that the firm and all assigned key professional staff are properly licensed to practice in California.
3. Provide an affirmative statement that the firm is independent of the City as defined by generally accepted auditing standards/the U.S. General Accounting Office's *Government Auditing Standards*.
4. Confirm that, if successful, the firm will maintain insurance as required by the City. These requirements can be found in Attachment A, which is a draft copy of the City's Agreement for Professional Services. The selected firm will maintain the minimum insurance requirements during the entire term of their engagement, To confirm this requirement, within fifteen (15) days from the execution of the Agreement the selected firm shall furnish the City satisfactory evidence of the insurance requirement and evidence that each carrier is required to give at least 30 days' prior written notice of the cancellation of any policy during the effective period of the Agreement. The City shall be named as an additional named insured under the selected firm's policies as noted in the Agreement.

5. Include a copy of the report on the proposer's most recent external quality control (peer) review, with a statement whether that quality control review included a review of specific government engagements (required by *Government Audit Standards (1994)*).
 6. Provide information on the results of any Federal or State desk reviews or field reviews of its audits during the past three (3) years. In addition, the proposer shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with State regulatory bodies or professional organizations.
- ii. Partner, Supervisory and Staff Qualifications and Experience
1. Identify the partners, seniors, managers and supervisors who would be assigned to this engagement, including staff from other than the local office. Indicate whether each person is licensed to practice as a Certified Public Accountant in California. Also provide information regarding the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.
 2. Include the resumes for each supervisory person to be assigned to the audit.
 3. Indicate how the quality of staff will be assured over the term of the agreement, as consistency of staff is an important consideration.
 4. Describe the professional activities of your firm or of the staff members who support your commitment to governmental accounting.
 5. Describe any regulatory action taken against your firm and/or local office.

The total audit staffing should be at a level sufficient to complete the audit in the time scheduled and specified in the RFP. Principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists may be changed during the course of the agreement; however, the City reserves the right to approve or reject replacements. Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience. At least one staff member from the prior year's audit is to be a member of the subsequent year's audit team.

iii. Similar Engagements with Other Government Entities

For the proposer's office that will be assigned responsibility for the audit, list three (3) engagements performed in the last three (3) years that are similar to the engagement described in this RFP. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, dates of service, engagement partners, total hours, cost of the contract, and the name, address, and telephone number of the principal client contact to be used as a reference. Also indicate whether the audit was part of a ACFR prepared in conformance with GASB 34 requirements.

These engagements should reflect the proposer's experience with:

- OMB Circular A-133 compliance
- Federal and State Grant programs
- Government bond reporting requirements

The City reserves the right to contact any or all of the listed references regarding the audit services performed by the proposer.

iv. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed to perform the required services detailed in this RFP. In developing the work plan, reference should be made to such sources of information as the City's budget and related materials, organizational charts, manuals and programs, financial and other management information systems.

Clearly describe the scope of the required services to be provided. In addition to services included for the examination, specific reference must be made to the requirements of OMB Circular A-133.

v. Identification of Anticipated Potential Audit Problems

The proposer should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the City.

J. AUDIT FEE SCHEDULE

The City requests that a statement of maximum cost be made for the annual audit as set for the audit scope per this RFP. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The cost proposal should be submitted in the format established as Attachment B, "Audit Fee Schedule," and submitted in a separate, sealed envelope. Only one copy is required, and shall include:

- A total all-inclusive maximum price for the first three (3) years of the engagement plus the maximum estimated percentage increase for the optional two (2) additional (5-year total proposal). The third year, FY 2025-26, should

also reflect the cost of audit services required by Measure W, Safe Clean Water Act.

- Detailed information to support the amounts in the Audit Fee Schedule including hourly rates and total hours by staff class, as well as incidental expenses if applicable for each aspect of the proposal.
- A schedule of hourly charges for principals and staff to be used as a basis for audit costs that are extra ordinary to the scope of the proposal.
- Certification that the person signing the proposal is authorized to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City.

The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

Note that unusually high or low fees may affect ratings.

K. EVALUATION OF PROPOSALS

Proposals will be evaluated by City staff to ascertain which proposer best meets the needs of the City.

In order to be evaluated for technical qualifications, firms must meet the following mandatory criteria:

- The audit firm is independent and licensed to practice in California
- The firm has no conflict of interest with the City
- The firm follows the instructions set forth in the RFP
- The firm submits a copy of its last external quality (peer) review report and the firm has a record of quality audit work.
- The firm must display the capacity to provide the services on a timely basis. The audit engagement must be completed and opinion issued by December 1, 2024 and each contracted audit year thereafter.

Once the mandatory criteria is determined to have been met, proposals will be evaluated based on the following technical factors:

- The proposal's responsiveness in clearly stating the understanding of the work to be performed.
- The firm's technical experience and reference responses.
- The audit team's experience, education (including continuing education courses taken during the past three (3) years), professional activities, and consistency of staff.
- The firm's size, structure, and other relevant information.

Although a significant factor, the audit fee may not be the determining factor. Cost will be a particularly important factor when all other evaluating criteria are relatively equal.

Oral interviews may be arranged anytime during the selection process to assist in making the final decision.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. The contract will begin when awarded by the City Council.

The City reserves the right to select a firm on any combination of price, experience in auditing governmental agencies, references and other features that are deemed to be in the best interests of the City. All factors will be considered in the selection process.

L. ADDITIONAL INFORMATION AND CONTACT

The submission of a proposal shall be *prima facie* evidence that the proposer has full knowledge of the scope, nature, quantity and quality of work to be performed.

The City reserves the right to reject any and all proposals, the right in its sole discretion to accept the proposal it considers most favorable to the City's interest and the right to waive minor irregularities in the procedures.

The contracting firm shall make itself available to the City Council and management to answer questions related to audit findings.

The successful proposer will be required to sign the standard City Professional Services Agreement, including meeting the City's minimum insurance requirements, which is presented as Attachment A.

Once proposals have been submitted, no unsolicited contact from proposing firms and/or discussions concerning these proposals shall be made prior to the evaluation of all proposals.

The selected firm must possess a City of Covina business license while conducting any work under the awarded contract.

For further questions and additional information, please contact:

Theresa Franke
Deputy Director of Administrative Services - Finance
City of Covina
125 East College Street
Covina, CA 91723
Phone: 626-384-5508 FAX: 626-384-5499
tfranke@covinaca.gov

Please note that the City of Covina office hours are Monday – Thursday 7:00 a.m. – 6:00 p.m.

M. REQUESTS FOR CLARIFICATION

If any error, omission, ambiguity or conflict is discovered in the RFP or attachments, clarification can be requested via fax or email to the Deputy Director of Administrative Services - Finance (per the information provided in Item L of this RFP) no later than February 15, 2024 5:30 p.m. Requests for clarification received after this date will be disregarded.

ATTACHMENT A
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated [month] [day], [year] (“Effective Date”) and is between the City of Covina, a California municipal corporation (“City”) and [Consultant’s Legal Name], a [Legal Form of Entity, e.g., California corporation, limited partnership, limited liability company] (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to perform services as detailed in Exhibit B, “Scope of Services.”

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. Term of Agreement. The term of this Agreement shall be from the Effective Date through [Month] [Day], [Year], unless sooner terminated as provided in Section 14 of this Agreement. The City may, upon mutual agreement, extend the contract for two (2) additional one year terms. In no event shall the contract be extended beyond June 30, 2029.

A. Compensation. As full compensation for Consultant’s services provided under this Agreement, City shall pay Consultant the total flat sum of [Written Amount] Dollars (\$[Numerical Amount]) (the “maximum compensation”), as set forth in the Approved Fee Schedule, attached hereto as **Exhibit A**. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Consultant, unless the City Council and the Consultant Representative authorize the additional services in writing prior to Consultant’s performance of the additional services or inurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

2. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services, attached as **Exhibit B**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be [Name], [Title] (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services under this Agreement. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and compliance with the customary professional standards.

F. Compliance with Laws. The Consultant shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

3. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize

the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Finance Director.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this agreement available during Consultant's regular working hours to City for review and audit by City.

4. Ownership of Documents. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed ("written products") pursuant to this Agreement shall become the sole property of the City without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

5. Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor and not an employee of City. The personnel performing the services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services under this Agreement. Consultant shall acquire and maintain, at its sole cost and expense, such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services required by this Agreement. Consultant shall perform the services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for

Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of the services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the services under this Agreement.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of the services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

C. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices. or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section 6. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

6. PERS Compliance and Indemnification.

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code

Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section 7. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

7. Confidentiality. All data, documents, discussion, or other information (collectively "data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential. Consultant shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Consultant shall return all data to City upon the expiration or termination of this Agreement. Consultant's covenant under this Section 8 shall survive the expiration or termination of this Agreement.

8. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code, § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section 9 into any subcontract that Consultant executes in connection with the performance of this Agreement.

9. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment

of all consequential damages (collectively “Liabilities”), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers’ compensation law regarding Consultant and Consultant’s employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers’ compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant’s failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant’s subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant’s subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Workers’ Compensation Acts not Limiting. Consultant’s indemnifications and obligations under this Section 10, or any other provision of this Agreement, shall not be limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this

Section 10 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section 10 shall survive the expiration or termination of this Agreement.

10. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Four Million Dollars (\$4,000,000) per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 11.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Consultant has no employees while performing services under this Agreement, workers' compensation policy is not required, but Consultant shall provide an executed declaration that it has no employees.

4) Professional Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 11 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 11.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 11 shall apply on a primary non-contributing basis in relation to any other insurance or self-

insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section 11 shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 11 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to City. If any insurance policy required under this Section 11 is canceled or reduced in coverage or limits, Consultant shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section 11 in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section 11, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 11. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 10 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 11.

11. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against the City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

12. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. Consultant shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

13. Termination or Suspension of Agreement.

A. Right to Terminate or Suspend. City may terminate or suspend this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least seven (7) calendar days before the termination or suspension is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

14. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

15. Notices. Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement

must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Consultant's and City's regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:
Attn: Theresa Franke
City of Covina
125 E. College Street
Covina, California 91723

If to Consultant:

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 18 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 18, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. Except as otherwise provided in Section 10, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other

breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Exhibits. Exhibits A, B, C and D constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

21. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

22. Amendment of Agreement. This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

23. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

24. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

25. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

26. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Covina.

27. Attorneys' Fees. In any litigation or other proceeding by which on party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

28. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

29. Authority to Execute Agreement. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

City:

City of Covina,
a California municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: Fabian Velez
Title: Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Name: Candice K. Lee
Title: City Attorney

Consultant:

[Consultant's Legal Name],
a [Legal Form of Entity]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

Attachment B – Audit Fee Schedule
(To be submitted in separate envelope)

Cost Proposal and Certification for Professional Auditing Services Proposal

Fiscal Year Audit	Total All-Inclusive Maximum Price Per Fiscal Year		
	2023-24	2024-25	2025-26*
City of Covina Audit	\$	\$	\$
Single Audit	\$	\$	\$
Annual State Controller's Report	\$	\$	\$
Measure W Safe Clean Water Act Audi			\$

Maximum estimated percentage increase for 2026-27: _____

Maximum estimated percentage increase for 2027-28: _____

Schedule of Hourly Charges for Principals and staff to be used as a basis for charges for work performed outside of the scope of the proposal

Staff Member	Title/Position	Hourly Cost
		\$
		\$
		\$
		\$

The undersigned declares that they have carefully examined the Request for Proposal document and is thoroughly familiar with its contents and is satisfied as to the nature and expectation of the work to be performed, is authorized to represent the proposing firm, and hereby agrees to perform the specified work for the cost quoted above in full.

Firm Name: _____

Firm Address: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date: _____