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JUL 22 2020

City of South Gate
CITY COUNCIL

Item No. 6

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

4:25pm

AGENDA BILL

For the Regular Meeting of: July 28, 2020

Originating Department: Public Works

Department Director:

Arturo Cervantes

City Manager:

Michael Flad

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2020-49-AC WITH KOA CORPORATION FOR ADDITIONAL CONSTRUCTION INSPECTION SERVICES FOR THE 10920 GARFIELD AVENUE STREET AND WATER UTILITIES IMPROVEMENT PROJECT

PURPOSE: KOA Corporation is under contract with the City to provide construction inspection services for the 10920 Garfield Avenue Street and Water Utilities Improvement Project (Project). Amendment No. 1 is needed to fund additional construction inspection services through the completion of construction. These services have been fully funded by the developer, JPI California Construction, LLC.

RECOMMENDED ACTIONS:

- a. Approve Amendment No. 1 to Contract No. 2020-49-AC with KOA Corporation for additional construction inspection services through the completion of construction of the 10920 Garfield Avenue Street and Water Utilities Improvement Project , in an amount not-to-exceed \$30,000;
- b. Appropriate \$60,000 from the unassigned General Fund balance to Account No. 100-701-31-6106 (General Fund – Public Works Engineering – New Development Services) to fund the cost of this contract; and
- c. Authorize the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

FISCAL IMPACT: Funds were not included in the budget for this specific contract. The cost of this contract is being funded in full by a developer deposit (JPI California Construction, LLC), which was deposited in the General Fund.

	JPI Construction LLC Funds
Contract No. 2020-49-AC	\$30,000
Amendment No. 1	\$30,000
Revised Contract Amount	\$60,000

ANALYSIS: JPI California Construction, LLC (JPI) was issued an encroachment permit to construct water system improvements on the City’s municipal water system required for their development project located at 10920 Garfield Avenue. The improvements include abandoning an existing 8” water main and installing a 12” water main on Garfield Avenue, between Imperial Highway and the Union Pacific Railroad corridor. Construction is currently ongoing and scheduled to be completed on July 27, 2020.

As a part of the encroachment permit, the City was required to provide inspection services which JPI was required to fund. The City’s inspection services are being provided by KOA Corporation (KOA), under Contract No. 2020-49-AC which was awarded administratively. JPI’s initial schedule of work

was to complete construction in 30 working days. As such, the contract with KOA was also for 30 working days. JPI extended their construction schedule by 30 working days, for a total of 60 days. Consequently, the contract with KOA must also be extended to fund inspection services through the end of construction, and Amendment No. 1 provides for that.

BACKGROUND: The City selected KOA for a contract to provide inspection services through a competitive selection process. On March 18, 2020, the City issued a Request for Proposal for inspection services for the 10920 Garfield Avenue Street and Water Utilities Improvement Project (Project) to the City's three On-Call Consultants. On March 30, 2020, three fee proposals were received.

Consultant	Fee Proposal
KOA Corporation	\$30,000
Willdan	\$28,800
Interwest Consulting Group	\$30,000

A panel consisting of the City Traffic Engineer and Assistant Engineer reviewed the proposals and selected KOA for the contract. The selection was based on the qualifications of the consultant. KOA's proposed construction inspector has prior work experience on water, sewer, and off-site improvements which is the main scope of work of the Project.

On July 7, 2020, Contract No. 2020-49-AC with KOA Corporation was administratively approved in the amount of \$30,000. The scope of services of the contract include inspection of traffic control setup, inspection of construction to ensure it is in conformance with the encroachment permit and its conditions, photo-log of the project site, and field administration.

Amendment No. 1 is needed to fund 30 days of additional construction inspection services through the end of construction of the Project. The appropriation of the funds received from JPI California Construction, LLC is needed to pay for those services.

Construction began on May 18, 2020 and is scheduled to be completed on July 27, 2020.

ATTACHMENTS: A. Proposed Amendment No. 1
B. Contract No. 2020-49-AC

JR:lc

**AMENDMENT NO. 1 TO CONTRACT NO. 2020-49-AC
FOR ADDITIONAL CONSTRUCTION INSPECTION SERVICES
FOR THE 10920 GARFIELD AVENUE STREET
AND WATER UTILITIES IMPROVEMENT PROJECT BETWEEN
THE CITY OF SOUTH GATE AND KOA CORPORATION**

This Amendment No. 1 to Contract No. 2020-49-AC for additional Construction Inspection Services for the 10920 Garfield Avenue Street and Water Utilities Improvement Project ("Amendment No. 1"), is made and entered into on July 28, 2020, by and between the City of South Gate, a municipal corporation ("City"), and KOA Corporation, a California corporation ("Engineer"). City and Engineer are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

RECITALS:

WHEREAS, on July 7, 2020, Contract No. 2020-49-AC was administratively approved for Professional Services with KOA Corporation ("Agreement") to provide construction inspection services for 30 days for the 10920 Garfield Avenue Street and Water Utilities Improvement Project, in an amount not to exceed Thirty Thousand Dollars (\$30,000);

WHEREAS, City and Engineer desire to execute Amendment No. 1 to provide additional construction inspection services for the 10920 Garfield Avenue Street and Water Utilities Improvement Project, for an additional 30 days, in an amount not to exceed Thirty Thousand Dollars (\$30,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Sixty Thousand Dollars (\$60,000); and

WHEREAS, the Agreement is effective as of June 25, 2020, and will remain in effect through and including completion of the Scope of Services attached in Exhibit "A" of the Agreement unless otherwise expressly extended and agreed to by both parties in writing, or terminated by either party as provided herein; and

WHEREAS, Engineer submitted a cost breakdown and summary as part of its cost proposal for additional construction inspection services attached hereto as Exhibit "A" and made a part to this Amendment No. 1.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- a. **SCOPE OF WORK.** Engineer agrees to expand its services and perform the tasks identified in Exhibit "A." The Scope of Work may be amended from time to time by way of a written directive from City.
- b. **COMPENSATION.** The amount of compensation paid by City to Engineer for the work identified in Exhibit "A" shall not exceed the sum of **Thirty Thousand Dollars (\$30,000)**, bringing the aggregate total of the Agreement

Amendment No. 1
Contract No. 2020-49-AC

and Amendment No. 1 to a total sum of Sixty Thousand Dollars (\$60,000). No additional compensation shall be paid for any other expenses incurred for tasks identified in Exhibit "A", unless first approved by the Director of Public Works.

c. **TERM.** The term of the Agreement is hereby extended and will remain in effect through and including completion of the Scope of Services attached in Exhibit "A" unless otherwise expressly extended and agreed to by both parties in writing, or terminated by either party as provided herein.

2. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments, and Exhibits thereto, shall remain in full force. All of the recitals to this Amendment No. 1 are incorporated into the Agreement as modified by this Amendment No. 1. City reserves the right to augment or reduce the scope of work as the City deems necessary.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:
DRAFT

By: _____
Raul F. Salinas, City Attorney

KOA CORPORATION:

By: _____
Chuck Stephan, Vice President

Dated: _____

EXHIBIT A

1100 Corporate Center Dr., Suite 201, Monterey Park, CA 91754

T: 323.260.4703 | F: 323.260.4705 | www.koacorp.com

MONTEREY PARK ORANGE ONTARIO SAN DIEGO CULVER CITY LA QUINTA

TO

Mr. Jose Loera
Project Manager
City of South Gate

SUBMITTED VIA EMAIL

jloera@sogate.org

FROM

Mr. Chuck Stephan, PE, VP
Director of CM Division
2141 W. Orangewood Ave
Orange CA 92868
T: 323.260.4703
F: 323.260.4705
C: 310.525.0678
cstephan@koacorp.com

RFP for

**ADD ON SERVICES for
Construction Inspection Services
for 10920 Garfield Avenue
Street & Water Utilities
Improvement Project**

DATE

June 23, 2020

KOA Corporation is pleased to submit this proposal to the **City of South Gate** for **ADD ON SERVICES for Construction Inspection Services for 10920 Garfield Avenue Street & Water Utilities Improvement Project**. KOA is currently providing construction inspection services to the City of South Gate for the noted project. The Contractor has noted that the project will extend an additional 30 days, and the City has asked for a proposal to continue KOA's Construction Inspection services for this period.

We propose to continue the services at the current scope of effort and rates. Matt Card will continue to provide the Construction Inspection services. For a 30 working day extension, the estimated fee would be:

30 days x 8 hours/day x \$125/hour = \$30,000.

Please let me know if the proposed ADD ON Services proposal is acceptable, and if so, provide an amended P.O. and/or Notice to Proceed.

We appreciate working with the City of South Gate. If you have any questions, feel free to contact me via cell at 310.525.0678 or via email at cstephan@koacorp.com. For more information regarding KOA Corporation, please see our website at www.koacorporation.com.

We look forward to continue serving the City of South Gate on this important project.

Sincerely,
KOA Corporation



Chuck Stephan, PE
Vice President, Director of CM Division

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR CONSTRUCTION MONITORING SERVICES FOR THE 10920 GARFIELD
AVENUE STREET AND WATER UTILITIES IMPROVEMENT PROJECT
BETWEEN THE CITY OF SOUTH GATE AND KOA CORPORATION**

This Agreement for Professional Services for the 10920 Garfield Avenue Street and Water Utilities Improvement Project ("Agreement") is made and entered into on June 24, 2020, by and between the City of South Gate, a municipal corporation ("City"), and KOA Corporation, a California limited liability corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain professional services for the construction monitoring services for the 10920 Garfield Avenue Street and Water Utilities Improvement Project; and

WHEREAS, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the professional services under this Agreement; and

WHEREAS, based on such representation, City desires to contract with Consultant to perform professional services described in the Proposal attached hereto as Exhibit "A" and made a part to this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A". The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION.** The total amount of compensation for this Agreement shall not exceed the sum of **Thirty Thousand Dollars (\$30,000)** as described in Exhibit "A." City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Director of Public Works.
 - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant's office and City Hall shall not be billable; however, mileage is an allowable charge reimbursable at the federal rate. Consultant may request an exemption on a case by case basis.

- 2.2 Consultant shall submit to City a monthly invoice for services rendered included in Exhibit "A." City shall pay the Consultant within forty-five (45) days of receipt of the invoice.
 - 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
3. **TERM OF AGREEMENT.** This Agreement is effective as of June 25, 2020, and will remain in effect through and including completion of the Scope of Services attached hereto as Exhibit "A" unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
4. **CITY AGENT.** The Director of Public Works, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director of Public Works has the authority to provide that approval or authorization.
5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located within City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
 - 5.1 Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
 - 6.1 **Termination for Convenience.** The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its outstanding fees for services rendered as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

6.2 Termination for Cause.

6.2.1 The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

- a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
- b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

6.2.2 In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

6.2.3 If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computation, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

6.2.4 If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1 above.

6.3 Non-Assignability. Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or

applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. 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, religion, ancestry, sex, national origin, disabled or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.4.2 The provisions of Subsection 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

6.5 Insurance. Consultant shall submit to City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

6.5.1 Workers' Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

6.5.2 Comprehensive general and automotive liability insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000, with an aggregate of \$2,000,000. Each such policy of insurance shall:

- a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by City.
 - b. Name and list as additional insured City, its officers and employees.
 - c. Specify its acts as primary insurance.
 - d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."
 - e. Cover the operations of Consultant pursuant to the terms of this Agreement.
- 6.6 Indemnification.** Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.
- 6.7 Compliance With Applicable Law.** Consultant and City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, without regard to conflict of law principles.
- 6.8 Independent Contractor.** This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between City and Consultant.
- 6.8.1.** Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.

- 6.8.2. Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any fees assessed and interest, which would otherwise be the responsibility of City.
- 6.9 Consultant's Personnel.**
- 6.9.1** All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.
- 6.9.2** Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- 6.9.3** Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- 6.9.4** Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement.
- 6.10 Copyright.** No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.
- 6.11 Legal Construction.**
- 6.11.1** This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the

State of California, without regard to conflict of law principles.

- 6.11.2** This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- 6.11.3** The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 6.11.4** Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.
- 6.12** **Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.
- 6.13** **Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to the Consultant.
- 6.14** **Files.** All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

- 6.15 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.
- 6.16 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.
- 6.17 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.18 Attorney's Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- 6.19 Entire Agreement and Amendments.** This Agreement constitutes the whole agreement between City and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.
- 6.20 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery, and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:
City of South Gate
Arturo Cervantes
Assistant City Manager/
Director of Public Works
8650 California Avenue
South Gate, CA 90280
E-mail: acervantes.org

WITH COURTESY COPY TO:
City of South Gate
Carmen Avalos
City Clerk
8650 California Avenue
South Gate, CA 90280
E-mail: cavalos@sogate.org

TO CONSULTANT:
KOA Corporation
Chuck Stephan
Vice President
2141 W. Orangewood Ave
Orange, CA 92868
E-mail: cstephan@koacorp.com

- 6.21 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.
- 6.22 Consultation With Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- 6.23 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.
- 6.24 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties herein.

[Remainder of page left blank intentionally]

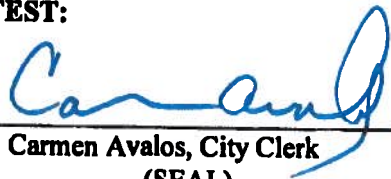
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: 
Michael Flad, City Manager

Dated: 7-7-20


ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

KOA CORPORATION:

By: 
Chuck Stephan, Vice President

Dated: 6/24/2020



1100 Corporate Center Dr., Suite 201, Monterey Park, CA 91754
 T: 323.260.4703 | F: 323.260.4705 | www.koacorp.com
 MONTEREY PARK ORANGE ONTARIO SAN DIEGO

Exhibit "A"

TO

John Rico
 Assistant Engineer
 City of South Gate
 Public Works Department
 8650 California Avenue
 South Gate CA 90280
 by email: jrico@sogate.org

FROM

Mr. Chuck Stephan, PE
 VP Director of CM Division
 2141 W. Orangewood Ave
 Orange CA 92868
 T: 323.260.4703
 F: 323.260.4705
 C: 310.525.0678

RFP

**Construction Inspection
 Services
 Street and Water Utilities
 Improvement Project**

DATE

March 30, 2020

KOA Corporation ("KOA") appreciates the opportunity to submit qualifications to the City of South Gate for **Construction Inspection Services** for the **Street and Water Utilities Improvement Project**. KOA has the expertise and resources required to again assist the City of South Gate in a timely and efficient manner. We are committed to working seamlessly with your staff and project team again to ensure the successful delivery of this project.

The KOA team, our project systems, and our entire management structure are geared to providing flexible services to agencies such as yours. We assure that our key personnel will be assigned to the project for its duration and will not be removed or replaced by us without concurrence from the City of South Gate. Every member of our proposed team is available to be committed to the projects assigned to us beginning the start date.

KOA has years of experience working on public works and street improvement projects for numerous agencies and clients and provides some of the industry's best construction managers and inspectors with recent experience on similar projects as the one requested in this Request for Proposals.

KOA understands that the estimated project schedule includes 30 days of work at 8 hours per day. Construction is scheduled to begin approximately April 2020. Work would be at State Prevailing Wage Rates for public works projects. Our proposed fee is: 30 days x 8 hours = 240 hours @ \$125.00 = \$30,000.00

Kevin Higgins will be the Management Contact for this contract. He has 30 years of experience on public works projects. Scott Samaha is our proposed inspector. With over 30 years of experience in public works street and water projects, you will not find a more suitable inspector than Scott. The contract would be managed through the Orange County Office at 2141 W. Orangewood Avenue, Suite A, Orange, CA, 92868; Phone: 714.573.0317; Fax: 714.573.9534; Email: cstephan@koacorp.com. Thank you for this opportunity to again offer our services to the City of South Gate. Should you have questions during the selection process, please contact me at 310.525.0678.

Sincerely,

KOA Corporation

Chuck Stephan, P.E.
 Vice President. Director of CM Division