
REQUEST FOR PROPOSALS

ON-CALL ENVIRONMENTAL CONSULTING SERVICES



City of South Gate
Community Development Department
8650 California Avenue
South Gate, CA 90280

Release Date: April 14, 2022

RFP Due: May 12, 2022

The City of South Gate ("City") is soliciting qualified firms to submit a proposal for on-call environmental consulting review and services and for future development projects, including but not limited to general plan amendments, code amendments, rezones, tentative subdivision maps, conditional use permits, design reviews and specific plans. The City anticipates selecting firms to provide consulting services on an on-call basis, and that each firm may subsequently be asked to prepare specific proposals for more than one project.

Proposals are due by May 12, 2022 at 5:00 P.M. PT: See complete instructions, Instructions to Proposers and Procedures for Submittal.

All questions and inquiries related to this Request for Proposal ("RFP") must be directed to Yalini Siva, Senior Planner at ysiva@sogate.org.

Introduction

The City of South Gate is requesting qualified firms to submit a proposal for on-call environmental consulting services for future development projects, including but not limited to general plan amendments, code amendments, rezones, tentative subdivision maps, conditional use permits, design reviews and specific plans. The City anticipates selecting firms to provide consulting services on an on-call basis, and that each firm may subsequently be asked to prepare specific proposals for more than one project.

The State of California has an environmental statute called California Environmental Quality Act (CEQA). The National Environmental Policy Act (NEPA) is a United States Environmental law that promotes the enhancement of the environment and established the President's Council on Environmental Quality (CEQ). Both laws require state and local agencies to identify the significant environmental impacts of their actions and avoid or mitigate those impacts, if feasible.

The consultant(s) selected will be responsible for the preparation and/or review of Environmental Impact Reports (EIR), Environmental Impact Statements (EIS), Negative Declarations, Mitigated Negative Declarations, technical studies and other California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) documentation for proposed projects. The consultant(s) will be willing to work collaboratively with, and manage the work of, other members of the environmental analysis team.

Project Overview

The purpose of this RFP is to solicit and select a firm(s) to provide consultant services to assist City staff as it relates to CEQA and NEPA. Under the direction of the City's Community Development Director, the consultant(s) will provide the range of expertise to carry out the normal functions of the necessary environmental review process. All services provided by the consultant(s) shall be performed by individuals who meet the qualifications, education, and certification/licensing for the position(s). The successful consultant(s) shall also have the resources to provide cost effective and timely services, including providing outstanding customer service to the City and its related clients.

Proposed Timeline

Activity	Date
Initial distribution of RFP	April 14, 2022
Proposal Submittal Deadline	May 12, 2022 – 5:00 P.M. PT
Interview(s), if necessary	May 18, 2022
Recommendation and Selection of Firm	June 14, 2022
Execution of Agreement	June 14, 2022

Scope of Services and Consultant's Responsibilities

In accordance with the California Environmental Quality Act (CEQA), the City of South Gate ("City") follows the appropriate guidelines for the environmental review (CEQA, NEPA, etc.) for the review of development projects and other activities to ensure that the environment of the State is protected and enhanced. Pursuant to these procedures, the City anticipates that the preparation of environmental document(s) may be required for potential future projects including but not limited to the following types:

- Residential developments
- Small and large mixed use projects
- Industrial developments
- Commercial developments
- Capital projects

Due to the potential for project schedules to overlap, the City may ask several firms to provide consulting services and the firm(s) may subsequently be asked to provide written proposals for more than one project. The selected consultant(s) may be asked to provide a variety of professional services and prepare environmental documents (such as Environmental Impact Reports, Mitigated Negative Declarations, Negative Declarations, Initial Studies, and/or technical studies) in compliance with the requirements of CEQA and NEPA. Typical environmental impacts which will need to be assessed include but are not limited to:

- Aesthetics
- Agricultural Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Climate Change/Global Warming Geology and Soils
- Geology/Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Mineral Resources
- Noise
- Population and Housing
- Public Service
- Recreation
- Tribal Cultural Resources
- Transportation/Traffic
- Utilities and Service Systems

Qualified firms may submit proposal for either individual services, or all services listed below and in this RFP.

- a. Task 1: Environmental Impact Report (EIR)*
- b. Task 2: Negative Declaration*
- c. Task 3: Mitigated Negative Declaration*
- d. Task 4: Technical Studies*
- e. Task 5: NEPA Compliance*

At the start of the project, the Consultant will meet with City Staff and selected individuals to discuss the approach and expectations. The consultant(s) will meet on a regular basis with the Community Development Director, Community Development and other City staff to review the progress of any work product and to discuss any changes in director or needed details. The selected firm(s) must be prepared

to effectively address the following: Assist City staff in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.

Communicate, cooperate and team with specialized environmental consultants and City staff and other City consultants as necessary.

Demonstrate the depth and breadth of the firm to provide a full range of environmental consulting services capable of meeting the needs of any given private development or City initiated project.

Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget.

Subconsultants may be utilized for various technical reports. The City reserves the right to require the use of approved subconsultants, particularly with respect to traffic reports, and not permit the use of subconsultants that have not been approved.

INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

It is the responsibility of the Proposer to ensure timely delivery is made to the City of South Gate.

1. Proposals shall be submitted by **May 12, 2022 at 5:00 P.M. PT** to the City Clerk's Office. Submissions after this deadline will not be accepted.
2. Each Proposer must submit one (1) unbound and reproducible copy; three (3) bound signed copies and one (1) electronic version (USB flash drive) of its proposal to the City of South Gate. Submit proposals to:

City of South Gate
City Clerk's Office
Attn: Jose Montano, Administrative Services Coordinator
8650 California Avenue
South Gate, CA 90280

3. All Proposals shall be submitted on standard 8-1/2" x 11" paper. All pages should be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section III. Although not as a substitute for a complete written response, additional material, such as technical documents may be referenced in any response and included as exhibits.
4. The Proposer's Proposal must not be marked as confidential or proprietary. The City may refuse to consider a Proposal so marked. Information in Proposals shall become public property and subject to disclosure laws. All Proposals shall become the property of the City. The City reserves the right to make use of any information or ideas in the Proposals.
5. By submitting a Proposal, the Proposer represents that it has thoroughly examined and

become familiar with the work required under this RFP and that it is capable of providing and performing quality work to achieve the City's objectives.

6. Proposals must be valid for a period of 120 calendar days from the Closing Date and Time for Receipt of Proposals.
7. Pre-contractual expenses are defined as expenses incurred by the Proposer in: preparing its Proposal in response to this RFP; submitting that Proposal to the City; negotiating with the City any matter related to the Proposer's Proposal; and any other expenses incurred by the Proposer prior to the date of award and execution, if any, of the Agreement. The City shall not, in any event, be liable for any pre-contractual expenses incurred by Proposers in the preparation of their Proposal.
8. Each Proposer must submit its Proposal in strict accordance with all requirements of this RFP. Deviations, clarifications, and/or exceptions must be clearly identified and listed separately as alternative items for the City's consideration.
9. After the Closing Date and Time for Receipt of Proposals, evaluation and proposal clarification will commence, all of which will be conducted by City staff. City staff will make subsequent recommendations of approval to the City Council.
10. Proposers judged most responsive to the City's requirements may be asked to give a presentation of their Proposal to the City staff. Selected Proposers should be prepared to make their presentation within five (5) calendar days after notification and be prepared to discuss all aspects of their Proposal in detail, including technical questions regarding the Proposal. No Proposer shall be allowed to alter or amend its Proposal through the use of the presentation process.
11. In the event the City deems it necessary to clarify or make any changes to this RFP, these changes shall be made in the form of a written addendum authorized and issued only by the City Staff or authorized designee.
12. The City reserves the right to negotiate modifications with any Proposer as necessary to serve the best interest of the City. Any Proposal may be rejected if it is conditional, incomplete or deviates from specifications in this request. The City reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects or other improprieties, which the City deems reasonably correctable or otherwise not warranting rejection of the Proposal. Any waiver will not excuse a proponent from full compliance.
13. Proposers shall utilize Section III to describe their approach to the Scope of Work and to indicate costs.
14. The City reserves the right to:
 - a. reject any or all price quotes, to waive technicalities or formalities, and to accept any price quote deemed in the best interest of the City;
 - b. negotiate the final Agreement with any Proposer(s) as necessary to serve the best

- interest of the City;
 - c. withdraw this RFP at any time without prior notice and, furthermore, makes no representations that any contract will be awarded to any Proposer responding to this RFP; or,
 - d. award its total requirements to one Proposer or to apportion those requirements among two or more Proposers as the City may deem to be in its best interest.
15. In addition, negotiations may or may not be conducted with Proposers; therefore, the Proposal submitted should contain the Proposer's most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.
16. Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime/sub-contractor basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture.
- a. Firms intending to pursue this proposal in a "prime/sub-contractor" basis must identify any portion of the scope of work that will be subcontracted. Include the subcontractor's qualifications and key personnel, telephone number and contact person. The City reserves the right to approve or reject all consultants or internal staff performing consulting services, proposed by the consultant during or after the consultant review and selection process.

PROPOSAL RESPONSE REQUIREMENTS AND EVALUATION PROCESS

Response Items

Responses must provide the required information in the following order for each underscored item. Proposers shall respond by repeating the section and sub-sections number(s) and statement/question and by providing the appropriate response hereunder.

1. Cover Letter

The cover letter shall identify the Proposer and state other general information which the Proposer desires to include regarding the Proposer's business organization. Please include the point of contact and contact information (including email address and phone number) on the cover letter. The cover letter shall not exceed one (1) page.

2. Work Plan

Each Proposer shall submit the following information:

- a. Methodology: Provide the Methodology/Approach proposed for the work as defined in the Scope of Work.
- b. Project Schedule: Propose a timeline for completion for the work including start date, milestones, and target date of completion. Any assumptions regarding turnaround time for staff review and City Council should be clearly noted.
- c. Qualifications and Prior Experience: The capabilities of the consultant's organization

should be discussed. Minimum requirements for submittal of a proposal in response to this RFP include the following:

- i. Demonstrated experience, competence, and qualifications of the consultant and the participating staff successfully providing similar services to municipalities; and,
 - ii. Ability to perform the work in a timely manner, availability of staff and contingency plans.
- d. Personnel: this section must delineate the experience and profession of appropriate licenses and certifications of personnel.
- e. Conflict of Interest: provide a brief summary on potential conflict of interest issues which is to be addressed by consultant.
- f. Reference: list at least three municipal clients for whom comparable services have been performed within the last five years. Include the name, job title, email address and telephone number of each client's principal representative. This section shall not exceed seven (7) pages.

3. Fees

The Proposer shall provide a bid for all professional services and ongoing services and support being proposed which identifies:

- a) An itemized cost breakdown, including hourly rates and number of hours for each major component of service, with a cross-reference to each component of service.
- b) A total proposed "Not to Exceed" cost for the performance of all services.
- c) A proposed payment schedule for all services to be performed and products to be delivered.

4. Resources to be provided by the City

The Proposer must list any resources, City assistance, or other items expected to be provided by the City. This section shall not exceed one (1) page.

Insurance Requirements

The selected consultant must provide and maintain at its own expense, procure and maintain during the term of the contract Workers' Compensations and Commercial General Liability as follows:

- a) Workers' Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.
- b) Commercial general and automotive liability insurance protecting the 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.

Each such policy of insurance shall:

- a) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by the City.
- b) Name and list as additional insured the City, its officers and employees.
- c) Specify that such insurance 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 nor materially changed except upon thirty (30) days prior written notice to the City of South Gate such cancellation or material change."
- e) Cover the operations of the Consultant pursuant to the terms of any contract, including the Consultant's indemnity obligations thereunder.

Upon the request of the City, the Consultant shall provide evidence of the insurance coverage required herein. Insurance shall be in force on or before commencement of performance of this Agreement. Upon the request of the City, current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. Failure on the part of the Consultant to procure or maintain required insurance shall constitute a material breach of contract under which the City may terminate this Agreement.

Evaluation Process

Each consultant responding to the RFP will be evaluated by City staff on each element of the work plan and general information described above in the following order:

- a) Review of experience, qualifications and references of the consultant to determine their ability to provide the requested services;
- b) Review of the methodology/approach proposed by the consultant;
- c) Review of proposed project timeline; and,
- d) Review of the estimated fees and costs.

Selection/Award Procedures

A Professional Services Agreement will be provided for execution. It may be modified to incorporate other pertinent Articles/Terms and Conditions set forth in this RFP, including those added by addendum, and to reflect the Proposer's offer or the outcome of contract negotiations, if any, conducted with the Proposer's. A sample of the City's Professional Services Agreement is included with this RFP, as Attachment "A".

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES FOR (TYPE OF SERVICE) SERVICES BETWEEN THE CITY OF SOUTH GATE AND (COMPANY NAME)

This Agreement for Professional Services for (TYPE OF SERVICE) Services (“Agreement”) is made and entered into on (DATE), by and between the City of South Gate, a municipal corporation (“City”), and (COMPANY NAME), Inc., a California corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, City desires to retain a qualified provider for certain services relating to (TYPE OF SERVICE);

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 the services as described in the Scope of Services attached hereto as Exhibit “A” of 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” attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.
- 2. COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of (SPELL OUT AMOUNT IN BOLD) for example – **One Thousand Two Hundred Twenty-Five Dollars** – then put amount in parenthesis for example (\$1,225.00) as described in Consultant’s proposal attached hereto as Exhibit “A.” City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by (DIRECTOR’S TITLE OR CITY MANAGER) or his/her designee.
 - 2.1** Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant’s office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.

- 2.2** Consultant shall be paid in accordance with the schedule included in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant within thirty (30) 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 **(DATE)**, and will remain in effect for a period of **(ENTER AMOUNT)** year from said date or until project completion, 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'S TITLE OR CITY MANAGER)** ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Consultant understands that the Director, or his/her designee, 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 in the 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 any 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 Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, Consultant shall not offer, encourage or accept any financial interest in Consultant's business or in this Agreement by any City employee or official.
- 6. GENERAL TERMS AND CONDITIONS.**
- 6.1 Termination for Convenience.** 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 the total amount of its costs 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** 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, computations, 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 to 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 the 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, disability, 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 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 6.4.2 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 (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 workers' compensation insurance for their respective employees.

6.5.2 Comprehensive general and automobile 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 and authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured the 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 penalties and interest on such contributions which would otherwise be the responsibility of City.

6.8.3 Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of Consultant.

6.9 Consultant's Personnel.

6.9.1 All services required under the 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 subcontractors' 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 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 of 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 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 Counterparts. This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.

6.13 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, sub-consultants 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, sub-consultants and agents.

6.14 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 Consultant.

6.15 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.

6.16 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.

6.17 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.

6.18 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.

6.19 Attorneys' Fees. The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' 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 attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

6.20 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.

6.21 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

(DIRECTOR'S NAME & TITLE OR CM)

(ADDRESS)

South Gate, CA 90280

Email: **(EMAIL ADDRESS)**

TEL: **(PHONE NO.)**

WITH COURTESY COPY TO:

City of South Gate

Raul Salinas, City Attorney

8650 California Avenue

South Gate, CA 90280

Email: rsalinas@sogate.org

TEL: (323)563-9538

TO CONSULTANT:

(NAME OF CONSULTANT)

(CONSULTANT'S TITLE)

(CONSULTANT/COMPANY NAME)

(COMPANY ADDRESS)

(CITY, STATE, ZIP CODE)

(CONSULTANT'S EMAIL ADDRESS)

(PHONE NUMBER)

6.22 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.

6.23 Consultation with Attorney. Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

6.24 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.

7. EFFECTIVE DATE. The effective date of this Agreement is **(DATE)** and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[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: _____
Al Rios, Mayor

Dated: _____

ATTEST:

By: _____
Chris Jeffers, Deputy City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

(COMPANY NAME):

By: _____
(CONSULTANT'S NAME)

Dated: _____