

**CITY OF SOUTH GATE  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION**



**PROJECT REQUEST FOR PROPOSAL (RFP) FOR**

**CONSTRUCTION OF HOLLYDALE COMMUNITY PARK  
IMPROVEMENT  
CITY PROJECT NO. 607-PRK**

All questions regarding this project are to be directed to:

**Elias Saikaly, P.E.**  
**Project Manager**  
**Office: (323) 563-9581**  
**Email: [esaikaly@sogate.org](mailto:esaikaly@sogate.org)**

**APPROVED**

A handwritten signature in blue ink, appearing to read "E. Saikaly", is written over a horizontal line. Below the line, the text "Elias Saikaly, P.E., Project Manager" is printed.

Elias Saikaly, P.E., Project Manager

**5/16/2022**  
Date:

**May 16, 2022**



# City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280 • TEL: (323) 357-9657  
FAX: (323) 563-9572

Department of Public Works

May 16, 2022

**SUBJECT: REQUEST FOR PROPOSAL FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE HOLLYDALE COMMUNITY PARK IMPROVEMENT, CITY PROJECT NO. 607-PRK**

Dear Prospective Consultant:

The City of South Gate (City) is soliciting proposals from qualified consultants that can successfully provide Construction Management and Inspection Services for the construction of the Hollydale Community Park Improvement, City Project No. 607-PRK.

In order for your proposal to be considered, please submit four hard (4) copies, with one electronic copy, marked **“Proposal for Construction Management and Inspection Services for the Construction of the Hollydale Community Park Improvement, City Project No. 607-PRK,”** to:

City Clerk's Office  
Attn: Arturo Cervantes, P.E.  
Assistant City Manager/Director of Public Works  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

The proposal package must include a fee proposal in a separate and sealed envelope titled **“Fee Proposal for Construction Management and Inspection Services for the Construction of the Hollydale Community Park Improvement, City Project No. 607-PRK.”**

**The proposal submission deadline is June 13, 2022 at 5:00 PM.** To be considered responsive, the consultants must submit a proposal that meets all of the requirements of the RFP. To view the project plans and specifications, please follow the link below.

<https://www.dropbox.com/sh/4op767la01rrgb8/AADhkQP94t2eBZDThrOunGTfa?dl=0>

Sincerely,

Arturo Cervantes, P.E.  
Assistant City Manager/ Director of Public Works

CC: Elias Saikaly

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## **INTRODUCTION**

The City of South Gate (City) is seeking a qualified consultant that can successfully provide Construction Management and Inspection Services for the construction of the Hollydale Community Park Improvement, City Project No. 607-PRK located at 12119 Industrial Avenue.

The Project will be advertised for construction in June of 2022. The bid opening is tentatively set for July 12, 2022. The City plans to award a construction agreement at the City Council Meeting of August 9, 2022. The construction of the Project is expected to start in September of 2022. A total of two-hundred Ninety (290) working days (10 months) excluding Holidays, have been allocated for construction.

## **PROJECT DESCRIPTION**

The project involves the renovation of Hollydale Community Park which is located at 12119 Industrial Avenue, in the City of South Gate. The Project improvements include new lighting and electrical systems, concrete improvements, stormwater chambers, new irrigation system and landscaping, site furniture, new playground and exercise equipment, basketball court, block wall fence, construction of a new 1,675 SF community building and other miscellaneous work as shown on the plans.

Note to Consultants: The Architectural plans and Specifications for the Community Building are currently being updated from the 2016 to the latest 2019 California Building Code and consultants should consider any cost differential in their proposal.

## **PROJECT BUDGET**

The Project is funded with \$4.1 Million in grant funds from Prop 68, State of California, Natural Resources Agency. Construction Management and Inspection Services requested herein will be funded with these funds. The engineer's estimate for construction is \$3.2 Million.

## **DESCRIPTION OF WORK**

The City of South Gate is seeking a qualified Consultant that can successfully provide construction management and inspection services for the construction of the Hollydale Community Park Project. Services to be provided include contract administration, construction management, inspection, utility coordination, labor compliance, public outreach, geotechnical and material testing services, and project close-out. All services are to be provided in accordance with the Project documents, The Standard Specifications for Public Works Construction, 2018 Edition (Greenbook) and the California Building Code (CBC), 2019 edition. Services shall be provided as necessary to meet Natural Resources Agency's guidelines and requirements. To view the guidelines, please use the following link: [https://www.parks.ca.gov/?page\\_id=29939](https://www.parks.ca.gov/?page_id=29939)

## **SCOPE OF SERVICES**

The Consultant is to provide a construction inspector (Inspector) on a full-time basis, and as-needed when warranted, and a Resident Engineer (RE). The RE is to provide construction management for the duration of the Project until the paperwork is finalized, approved by the funding agencies and a State audit is conducted. Preparation of the documents required by the State Auditor to complete the audits shall be included in the proposal.

The selected Consultant will function as an extension of City staff and be expected to manage the project in accordance with the plans and specifications.

The following is the specific service tasks for the Project:

### **Task 1            Project Coordination**

The selected Consultant must provide an experienced RE who has successfully delivered services on similarly funded projects and is a licensed Civil Engineer in the State of California. A minimum of 20 years of experience with similar projects is required. **Proposals that include REs with less than 20 years of experience will be deemed non-responsive and will be eliminated from the RFP process.** The RE shall have experience in park renovation, irrigation systems, landscaping, playground equipment, synthetic turf installation, lighting, grading, erosion control, storm water chambers, storm drain construction, and ADA compliance ramps. In addition, the RE should have experience in structural and masonry walls, stud wall construction, slab on grade foundation, and different type of concrete construction and general commercial building construction. The Consultant must be able to perform the following:

#### **1. Management**

- Deliver Project services in accordance with the plans and specifications.
- Manage and coordinate all aspects of the Project, inclusive of services identified in the RFP.
- Conduct a pre-construction meeting and biweekly construction meetings or as deemed necessary by the City's project manager with the contractor, City and other involved parties. Prepare and distribute meeting agendas minutes and progress reports.
- Coordinate with City staff, multiple contractors when applicable, agencies, and Project stakeholders.
- Prepare Weekly Statements of Working Days and other reports that may be required by the City.
- Review shop drawings and material submittals and determine consistency with the plans and specifications.
- Coordinate design changes and contract change orders.
- Participate in field meetings and document issues, findings, directions, changes, etc., and develop solutions.
- Participate in public outreach activities, as needed.
- Report and review possible claims and provide feedback to City.
- Other improvements/activities as deemed necessary by the consultant to implement the improvements on the Project.
- Review potential claims by the contractor and provide recommendations.
- Review and approve SWPPP provided by the contractor

#### **2. Meetings**

- Conduct a pre-construction meeting and prepare agenda and minutes. Prior to the meeting, review PS&E and agendize potential issues.
- Conduct and lead construction progress meetings as scheduled by all parties and prepare meeting minutes.
- Hold a meeting focused on the schedule of material procurements to ensure long lead items to not delay construction completion.

### 3. Schedule and Budget

- Review and approve the original construction schedule submitted by the contractor.
- Review and approve the revised construction schedules submitted by the contractor due to delays, time extensions, change orders, additional work, etc. within one week of submittal.
- Review contract change orders proposal submitted by the contractor.
- Prepare change orders within 48 hours in the standard City format as well as in accordance with all applicable Federal and State funding requirements.
- Maintain a current monthly accounting of construction costs to complete the project, including approved change orders for City's review and approval.
- Review payment requests in a timely manner, make payment recommendations, and submit the progress payment request to City for processing.

### 4. Miscellaneous

- Review and coordinate approval of shop drawings with the design consultant as needed.
- Log, track, and process submittals, Requests for Information (RFIs), Requests for Changes (RFCs), Contract Change Orders (CCOs), field directives, Notices of Potential Claim (NOPCs), Non-Conformance Reports (NCRs), review and approve traffic control plan.
- Provide City with the contractor's Red marked as-built plans at Project completion.
- Monitor materials documentation and testing results, as well as enforce corrections.
- Conduct labor compliance and certified payrolls reviews and approvals with every monthly payment.
- Review and approve contractor's safety program.
- Review all requests for clarification and provide to Engineer of Record for clarification.
- Review required construction survey including lines and grades, construction staking, cut sheets, etc.
- Maintain Project files per City's requirements.
- The RE shall service the Project and visit the site as needed for the life of the project.

## Task 2 Construction Inspection

The selected Consultant must provide an experienced Construction Inspector who has successfully provided inspection services on similar projects. At least 20 years of experience in construction inspection is required. **Proposals that include inspectors with less than 20 years of experience will be deemed non-responsive and will be eliminated from the RFP process.** The Construction Inspector must have experience in inspecting commercial buildings and be familiar with the California Building Code. The inspector shall perform the following services:

- Coordinate with City staff, including the Police Department, Los Angeles County Fire Department, utility companies, SCE and other project stakeholders.
- Participate in public outreach activities.
- Coordinate construction activities inclusive of temporary parking restrictions, temporary traffic control, etc.
- Complete daily measurements of quantities of work with the contractor and prepare daily inspection reports.
- Provide daily reports on the following Monday to City.
- Attend all Project meetings such as preconstruction, field, and progress meetings.
- Provide complete, documented measurements and calculations to process progress

payments, change orders, extra work, etc.

- Prepare in-progress punch lists at the completion of each phase of the project.
- Ensure Project construction in accordance with approved PS&E, City Standards, and Greenbook.
- Inspection for nights and weekends work will be performed at the City's approval.
- Ensure compliance with the NPDES program and Cal OSHA.
- Inspect materials and equipment upon delivery for compliance with construction contract documentation.
- Each working day, meet with the contractor to review proposed work plans, including specific details that may affect progress. Inform City of any work which may result in a noteworthy impact to the City.
- Provide and closely monitor compaction, material and other necessary testing.
- Provide and closely monitor any required special inspections.
- Review testing (such as soil testing) results and require the Contractor to provide corrective measures to achieve compliance where required.
- Maintain copies of all permits needed to construct the Project and enforce special requirements of each.
- Conduct contractor employee interviews.
- Provide and submit progressive photos of the project
- Request City approval for any overtime.
- Report to the City's project manager daily via email or text.

### **Task 3 Labor Compliance**

The Consultant will be expected to perform labor compliance in accordance with the Department of Industrial Relations (DIR). The proposal shall provide a detailed scope of work that clearly demonstrates the Consultant understands the requirements of performing labor compliance in accordance with the DIR.

### **Task 4 Material Testing**

1. Material testing shall conform to the Greenbook and California Building Code requirements.
2. Review and approve ARHM, AC mix designs.
3. Review and approve PCC mix design.
4. Provide all material source inspection, sampling and testing by a qualified materials engineer.
5. Provide requested miscellaneous consultation during the Project, including discussion with the contractor to emphasize proper treatment of concrete. Provide all compaction tests per plans and specifications. Provide nuclear compaction testing on the day of paving.

## **Task 5     Utility and Outside Agency Coordination**

1. Send notification of the pre-construction meeting to all affected utility companies, Police Department, Los Angeles County Fire Department, Waste Management, SCE etc.
2. Review Project scope of work with each utility company at the pre-construction meeting, review possible conflicts and work with each utility to ensure that specific needs of the Project are understood.
3. Coordinate with utility companies to expedite the identification of any unknown utilities found during construction. Coordinate relocation work by utility companies.

## **Task 6     Project Closeout**

1. Coordinate a final walk-through with all affected stakeholders, prepare punch list, certify completion of the Project and recommend acceptance.
2. Transmit Record Drawings (As-Builts) from the contractor to the City, via Hard copies and electronic version.
3. Finalize record drawings/As-Builts, contract bid items, claims, change orders and punch list items.
4. Prepare all final reports, including report of completion for acceptance of the Project.
5. Finalize and deliver all construction files to the City for archives.
6. Provide one electronic copy of all reports and construction files to City.
7. Provide electronic version of all record drawings and files in PDF file format.
8. Address all unresolved issues including, but not limited to, change orders, claims, etc.
9. Complete documentation required by the City.



## **PROPOSAL REQUIREMENTS**

The proposal must be concise, well organized and demonstrate your firm's team qualifications and experience related to this project. The proposal shall be printed on 8½" x 11" pages and include resumes, past experience, graphs, tables, etc. It must include the following:

- I. Cover Letter (one page): The cover letter shall include the name and address of the firm submitting the proposal and a brief introduction of the company and proposed Construction Manager.
- II. Qualification and Experience (maximum of 10 pages): The proposed Construction Manager shall have experience working with Public Agencies in similar assignments, including experience in dealing with public agency staff, City Councils, and Commissions. It is highly desirable that the key project team members have served public agencies in various capacities, are accustomed to working with governmental agencies, have a good understanding of public agency issues, procedures and policies. The City is looking for a qualified team that can provide turn-key services, be the single point of contact and responsible party representing the City. Qualifications and experience to be shown in the proposal shall include, but not be limited to, the following:
  - Project organization chart
  - Identification of experience of principal staff members, including major sub-consultants. Resumes of principal staff should not exceed 1-page per person.
  - Identify the availability of your team and the percentage of current workload of staff that would be committed to this project, including sub-consultants.
  - Experience of the firm, the team and subconsultants on similar projects.
- III. Scope of Work and Project Approach (maximum 10 pages): The Consultant shall include in its proposal a detailed scope of work and understanding of the process to undertake such a project and complete it in compliance with all applicable rules, regulations and standards. Other items to include:
  - Description of your firm's quality/control (Q/C) and quality/assurance (Q/A) procedures that will be used for the Project.
  - Provide project schedule for various activities by the CM involved and identify the milestones of major tasks of the Project.
  - Discussion of document control.
- IV. In order for your proposal to be considered, please submit four hard (4) copies, with one electronic copy, marked **"Proposal for Construction Management and Inspection Services for the Construction of the Hollydale Community Park Improvement, City Project No. 607-PRK."** Consultants shall submit a fee proposal for the Project in a SEPARATE SEALED ENVELOPE marked **"Fee Proposal for Construction Management and Inspection Services for the Construction of the Hollydale Community Park Improvement, City Project No. 607-PRK."**

The fee proposal shall include all tasks required to perform the work with a maximum not-to-exceed fee for each task and a grand total not-to-exceed fee. The fee proposal must contain a task and fee breakdown of all components of cost, including labor base

rate, overhead and all other direct and indirect costs. The fee proposal shall clearly show hours and cost per task. The task and fee breakdown must match the scope of services in the format, as presented within the RFP. The Consultant and all sub-consultants shall not be compensated by the City for any time spent on commuting to or from the Project site and other peripheral work not directly performed as a result of this Project. The number of construction days is estimated as listed in these documents. The Consultant shall provide its services for the duration of the Project for the approved scope of work and fee. The following page contains the format required for the fee proposal, titled "Sample Fee Proposal." No other format will be accepted.

Prevailing wages will apply if the services to be performed will involve materials sampling and testing (such as drilling rig operators, pile driving, and crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the California Department of Industrial Relations web site at: [http://www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html)

**CITY OF SOUTH GATE  
SAMPLE FEE PROPOSAL FOR**

**CONSTRUCTION OF HOLLYDALE COMMUNITY PARK  
CITY PROJECT NO. 607-PRK**

Task/Classification	Resident Engineer/ Structures Representative (Hrs)	Construction Observer/ Inspector (Hrs)	Other (identify by title and add columns where needed) (Hrs)	Total Hours	Sub Consultant Fees	Total Cost
Hourly Rate						
Pre-Construction Services						
Construction Management						
Construction Observation						
Labor Compliance						
Material Testing Services						
Utility and Outside Agency Coordination						
Project Close-Out						
<b>Totals</b>						

The fee proposal shall be based on a not-to-exceed fee for a construction period of 10 **months**. The Construction Inspector shall be provided for the entire 290 working day period. Additional services needed beyond the contract specified shall require prior approval from the City. **NO LUMP SUM FEES WILL BE ACCEPTED. THIS INCLUDES MATERIAL TESTING SERVICES.**

## **SCHEDULE/CONSULTANT SELECTION PROCESS/SELECTION CRITERIA**

The proposals submitted will be evaluated and the most qualified consultant for the Project. Consideration will be given to consultants with demonstrated experience on similar projects.

The proposals will be evaluated based on the following:

- Project understanding, scope of work and approach to deliver the Project on time and within budget (20 Points).
- Resident Engineer/Construction Manager and Inspector experience (20 Points).
- Knowledge of public agency procedures, requirements and Labor Compliance (20 Points).
- Experience in managing similar projects (20 Points).
- Experience and qualifications of the firm and the project team members (20 Points).

All proposals will be evaluated by a South Gate Selection Committee (Committee). The Committee may be composed of South Gate staff and other parties that may have expertise or experience in the services described herein. The Committee will review and rank the proposals according to the above evaluation criteria and weighting factors. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. The Committee will then establish a shortlist based on the highest ranked proposals. The shortlist will include enough qualified consultants to ensure that at least three consultants are interviewed. The Committee will then conduct interviews of the highest ranked consultants. After the interviews, the Committee will reestablish a final ranking of the highest ranked consultants. The highest ranked consultant will be selected for the project. Cost proposals for all qualified consultants will be opened and used to begin negotiations, however, with the highest ranked consultant. If an agreement on fees cannot be reached, then negotiations will proceed to the second highest qualified consultant, and so on and so forth, until a final agreement is reached with a Consultant. All contact with the Committee prior to the award of the contract by the City Council is prohibited. One Consultant contract will be awarded.

Schedule for the Consultant selection process:

Request for Proposals Released	May 16, 2022
Proposals Due Date	June 13, 2022 (5:00 p.m.)
Shortlist Consultants	June 14 to June 23, 2022
Consultant Interviews	July 6, 2022 to July 7, 2022
Contract Award	August 9, 2022
Notice to Proceed	September 19, 2022
Start Construction	September 2022

Late proposal submittals will be designated nonresponsive and will be returned unopened to the prospective consultants. Substitution of the designated team and key staff after selection of the successful consultant will have to be in writing and approved by the City otherwise it will result in termination of the contract.

**Disclosure:** Consultants shall disclose in their responses to any Request for Proposals whether they have been the subject of any legal investigation by County, State, and/or Federal agencies within the past 5 years. If so, each responding consultant shall identify the agency and contact person, the nature of the investigation and any determination over outcome of said investigation. Non-compliance with this section shall result in rejection of the Proposal, but a consultant's disclosure of any such investigation (even one which resulted in a determination that was adverse to the consultant) will not automatically result in rejection of the Proposal. The occurrence, nature, underlying facts and outcome of any such investigation are not by themselves determinative but are simply included among many factors that will be considered by the City in evaluating Proposals.

### **RIGHT TO REJECT ALL PROPOSALS**

The City of South Gate reserves the right to reject all proposals submitted and no representation is made hereby that any contract will be awarded pursuant to this RFP. All costs incurred in the preparation of the proposal and subsequent material, including a proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any cost or obligation of any kind, which may be incurred by a respondent. All proposals and other information submitted to the City of South Gate in response to this RFP shall become the property of the City.

### **INSURANCE REQUIREMENTS**

Consultant shall provide insurance certificates naming the City of South Gate as an additional insured for Workers Compensation Insurance, General Liability and Automobile Liability; the Consultant must provide Professional Liability Insurance coverage (Errors and Omissions in the amount of \$1,000,000.00 per occurrence). The insurance certificate shall contain a provision that the City shall be given thirty (30) days prior written notice in the event of cancellation or reduction in coverage. Consultant shall also execute a hold harmless statement on a form provided by the City.

### **PROPOSAL REQUIREMENTS**

In order for your proposals to be considered, submit four (4) copies and one electronic copy, marked **CONSTRUCTION OF HOLLYDALE COMMUNITY PARK IMPROVEMENT PROJECT, CITY PROJECT NO. 607-PRK.**

Please mail or deliver to:

City Clerk's Office  
Attn: Arturo Cervantes, P.E.  
Assistant City Manager/Director of Public Works  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

## **CONSULTANT AGREEMENT**

A sample of the City standard consultant agreement is attached as Appendix A. Your proposal shall contain a statement of the firm's willingness to execute the contract with an indication of any contractual requirements for which the consultant takes exception.

# **Appendix A**

## **Sample Agreement for Professional Services**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the **City of South Gate, a municipal corporation**, ("Owner"), and-----, a California Corporation ("Consultant") identified in Section 1 hereof.

### **RECITALS**

**WHEREAS**, City has the need for certain technical and professional engineering services in connection with that certain project identified as:

**Construction of Hollydale Park Improvement Project, City Project No. 607-PRK.**

**WHEREAS**, Consultant represents that it has in its employ experienced personnel who are licensed and qualified to render such services; and

**WHEREAS**, City wishes to retain Consultant on the terms and conditions contained in this Agreement to render such services as the City may from time to time request.

NOW, THEREFORE, the parties agree as follows:

1. Parties to the Agreement.

The parties to the Agreement are:

City: The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.

Consultant:

2. Representatives of the Parties and Service of Notices.

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

A. The principal representative of the City shall be:  
Arturo Cervantes, P.E.  
Assistant City Manager/Director of Public Works  
Public Works Department  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

B. The principal representative of the Consultant shall be:



C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery, facsimile, email or by mail.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

E. Any notice required or permitted hereunder, when served by mail, shall be effective three (3) calendar days after the date of mailing of the same, and when served by facsimile transmission, email or personal delivery shall be effective upon receipt.

3. Description of Work.

Consultant shall provide, in accordance with generally accepted professional standards currently in effect, such services within the Scope of Work as may be requested in writing from time to time during the term of this Agreement by the Director of Public Works/City Engineer of the City of South Gate ("Director"). The anticipated Scope of Work ("Services") is set forth in the Proposal (Exhibit "A") and Fee Schedule (Exhibit "B") dated \_\_\_\_\_, attached hereto and incorporated herein by this reference ("Proposal"). The Director or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Director.

In requesting the services of Consultant, the Director shall identify the project, program or activity for which such services are requested and shall establish the maximum amount to be charged by Consultant on such project, the time limit within which Consultant is to complete the work, and the charge point to be used by Consultant in billing the City. Consultant's charges on any project shall not exceed the maximum amount so established without the express prior written approval of the Director.

4. Commencement and Completion of Work.

The execution of this Agreement by the parties does not constitute an authorization to proceed. The services of Consultant shall commence when the City, acting by and through its Director of Public Works/City Engineer, has issued a Notice to Proceed based upon a proposal for as needed services for such project, program, or activity. The work described in Exhibit "A" shall be completed within the time schedule noted in each proposal for such work, exclusive of any review periods required by City and any extensions approved pursuant to Section 6, below. Consultant shall have no claim for compensation for any additional services or work, which has not been preauthorized in writing by the Director.

5. Term.

The term of this Agreement shall commence (be deemed to have commenced if work already started) on the date that the agreement is signed by all parties and, subject to the provisions of Section 11 below, shall expire on (Date). It is Consultant's responsibility to request an extension at least sixty (60) days in advance of the expiration of the term of the Agreement. The City Manager, or his/her authorized representative, is authorized to approve in his or her sole discretion a contract extension of up to one (1) year from the date of the expiration of the original term of this Agreement.

6. Extension of Time for Completion of Work.

A. Consultant shall keep the Director, or his/her designee, fully informed on a regular basis regarding the status and progress of the delivery of Services under this Agreement, including any activities performed and planned, and any meetings scheduled or desired.

B. If, at any time, the work is delayed due to suspension order by the City, or due to strike, lockout, accident or act of God, City's or additional work initiated by the City, any other cause which, in the reasonable opinion of the City is unforeseeable and beyond the control and not attributable to the fault or negligence of Consultant, then Consultant shall be entitled to an extension of time equal to said delay, subject to the City's right to terminate this Agreement pursuant to Section 12, below.

C. Consultant shall submit a written request for an extension of time to the Director within ten (10) days after the commencement of such delay, citing the reason for such delay. Failure to submit the written request within such time period may, in the City's sole discretion, constitute a waiver of any such delay. The Director shall, in his sole discretion, determine whether and to what extent any extension of time shall be permitted. The Director shall approve or decline any such request in writing.

D. No extension of time requested or granted hereunder shall entitle Consultant to additional compensation unless, as a consequence of such extension, additional work must be performed. If, during the course of the performance of the Services additional services beyond the Scope of Work are, in the opinion of the Director, required or desired, the Director may authorize such additional work by Consultant. Consultant shall perform such additional services ("Additional Services") as may be requested from time to time by the Director. Any additional compensation due and payable to Consultant shall be based on the budget and hourly rates included in the Proposal.

7. Data Provided to Consultant.

City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession, which may facilitate the timely performance of the work described in the Proposal.

8. Independent Contractor.

Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City.

9. Consultant's Personnel.

A. 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 business license as required by the South Gate Municipal Code.

B. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services, and compliance with all reasonable performance standards established by City.

C. 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.

D. Consultant shall not remove or reassign any personnel identified in the proposal or assign any new or replacement personnel without the prior written consent of the Director, which consent shall not be unreasonably withheld or delayed. Consultant has designated (Name) to coordinate and manage the delivery of Services under this Agreement ("Project Manager"). The Project Manager shall be available to the Director, or designee, at all reasonable times during the term of the Agreement.

10. Compensation.

A. The Consultant will be reimbursed for hours worked at hourly rates specified in the Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead and fee. These rates are not adjustable during the term of this Agreement. In addition, the Consultant will be reimbursed for direct costs, other than salary costs, that are identified in the Proposal. Subject to the provisions of Section 5C above, the total compensation to be paid by City to Consultant for all Services shall not to exceed **\$000, 00 unless approved in writing by the City.**

B. On or before the fifth day of each calendar month following commencement of the Services, Consultant may cause to be made and submitted to City a written estimate of the value of all work completed and materials incorporated into the project up to the first day of the month in which the estimate is made. In reviewing and approving such estimate, the City may consider, in addition to other facts and circumstances, the relationship of the work completed to the work remaining to be done. The City shall have the right to retain ten percent (10%) of the estimated cost of the work as partial security for Consultant's performance of this Agreement. Within thirty (30) days after approval of Consultant's estimate, City shall pay to Consultant the balance of such estimated value after deducting therefrom all prior payments and all sums to be retained as partial security under the terms of this Agreement.

C. Upon satisfactory completion of all work and services described in the Proposal, and City's approval thereof, City shall pay to Consultant the total amount remaining due for each increment or phase of the work, including all funds retained as partial security. Final payment shall be made by City to Consultant within thirty (30) days after City's written acceptance of the work.

D. No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any Services performed or materials provided by Consultant, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

G. Consultant shall be required to attend meetings as necessary in the delivery of the projects. Travel time between the Consultant's office and the meeting location shall not be billable; however, mileage will be. Consultant may request an exemption on a case by case basis, which shall be subject to City approval.

H. Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all the provisions of this article.

11. Indemnity and Insurance.

A. Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives ("Indemnified Parties"), from all actions, suits, proceedings, liability, damages, claims, costs and expenses of any kind or nature whatsoever ("Claims") which may be brought, made, filed against, imposed upon or sustained by the Indemnified Parties, or any of them, alleging (a) injury to or death of persons or damage to property, including property owned by or under the care and custody of City, and that such injury, death, or damage arises from or is attributable to or caused by the negligence or willful misconduct of Consultant, its officers, employees, subcontractors, agents, or representatives in connection with or pertaining to performance of the Services. The City shall notify Consultant of any such Claim, shall tender its defense to Consultant, and shall assist Consultant, as may be reasonably requested, in such defense. Upon such notification and tender, Consultant shall have the independent duty to defend such Claim and to indemnify the Indemnified Parties. If a court of competent jurisdiction determines that the Claim was caused by the negligence or willful misconduct of the Indemnified Parties, or any of them, Consultant's duty of indemnity shall be reduced by the percentage of negligence or willful misconduct the court attributes to the Indemnified Parties, or any of them. Payment of a Claim shall not be a condition precedent to an Indemnified Party's right to defense and indemnity.

B. As a condition precedent to the effectiveness of this Agreement, and without limiting Consultant's obligations of indemnity set forth above, Consultant shall procure and maintain in full force and effect during the term of this Agreement, the following types and levels of insurance with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California:

1. Professional Liability insurance with a limit of not less than \$1,000,000.
2. Workers' Compensation and Employer's Liability
  - Workers' Compensation-coverage as required by law.
  - Employer's Liability-limits of at least \$1,000,000 per occurrence.
3. Comprehensive General Liability
  - Combined Single Limit-\$2,000,000.

The automobile insurance shall be in an amount of \$1,000,000 per person and \$2,000,000 per accident. All of the Consultant's policies shall contain an endorsement providing that written notice shall be given to City at least thirty (30) calendar days prior to, cancellation of the policy, ten (10) days notice if cancellation is due to nonpayment of premium.

4. Policies providing for bodily injury and property damage coverage shall contain the following:

(a) An endorsement extending coverage to City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of City, and any other insurance maintained by City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. Additional Insured Endorsement shall be on form CG 20 10 11 85.

(b) "Severability of Interest" clause.

(c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Consultant under the Agreement, including without limitation that set forth in Section 10.A.

C. Promptly on execution of this Agreement and prior to commencement of any work Consultant shall deliver to City copies of all required policies and endorsements to the required policies.

D. The requirements as to the types and limits of insurance to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify Consultant's liabilities and obligations under this Agreement.

E. Any policy or policies of insurance that Consultant elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.

## 12. Termination

### A. Termination for Convenience

The City Council 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 actual costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

B. Termination for Cause.

1. The City Council 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.

2. In the event City terminates this Agreement in whole or in part as provided above in paragraph A of this Section 12, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

3. If this Agreement is terminated as provided above in paragraph 12.A or 12.B, City may, at its election, require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed.

4. If, after notice of termination of the Agreement under the provisions of this Section 12, 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 A above.

C. Payment on Termination

If this Agreement is terminated prior to the expiration of its term, Consultant shall be paid for those charges for Services which have accrued but not been paid through the effective date of termination. Consultant agrees to accept such amount, plus all amounts previously paid, as full payment and satisfaction of all obligations of City to Consultant. In ascertaining the value of the Services performed through 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 and reimbursable expenses.

13. Non-Discrimination and Equal Employment Opportunity.

A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, handicap or age. 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, handicap or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A 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 is available for inspection and on file with the Public Works Department.

14. Consultant's Warranties and Representations.

Consultant warrants and represents to City as follows:

A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.

B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, in addition to any other applicable statutory remedy, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

15. Subcontracting, Delegation and Assignment.

A. This Agreement contemplates the personal services of Consultant and its employees, and it is recognized by the parties that a substantial inducement to the City for entering into this Agreement was, and is, the professional reputation and competence of Consultant and its employees. Consultant shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the City. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:

(1) The amount involved, together with Consultant's analysis of such cost or price.

(2) A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of the City.

B. Any assignment, delegation or subcontract shall be made in the name of the Consultant and shall not bind or purport to bind the City and shall not release the Consultant from any obligations under

this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Consultant under this Agreement.

16. Ownership of Documents.

All plans, specifications, reports, studies, tracings, maps and other documents, in whatever form or medium, compiled prepared or obtained by Consultant or furnished to Consultant by the City in the course of performing the Services shall be the property of the City and the City shall have the unrestricted right to use or disseminate the same without payment or further compensation to Consultant. Copies of Consultant's work product may be retained by Consultant for its own records.

17. Entire Agreement and Amendments.

A. This Agreement supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

B. No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by Consultant hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

18. Resolution of Disputes.

Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. In the event that the parties cannot reach agreement, parties agree to submit their dispute to non-binding arbitration prior to the commencement of any legal action or suit. The parties are free to choose a mutually agreeable arbitrator. In the event of a lack of agreement between the parties, the matter shall be submitted to the Judicial Arbitration and Mediation Services and be subject to its Commercial Arbitration Rules. Each party shall bear its own costs and fees, and share equally in the cost of the arbitration.

19. Severability

If any provision of this Agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

20. Governing Law.

This Agreement shall be governed by the laws of the State of California. Venue shall be within the County of Los Angeles.

21. Effective Date.

Unless otherwise specified herein, this Agreement shall become effective as of the date set forth on which the last of the parties, whether City or Consultant, executes said Agreement.

22. Retention of Records/Audits.

The parties shall each maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited, and the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment

under the Agreement. The City, State, State Auditor, FHWA, or any duly authorized representative of the federal government having jurisdiction under federal laws or regulations (including the basis of federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant pertaining to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

23. Exhibits.

The following exhibits to which reference is made in this Agreement are deemed incorporated herein in their entirety:

Exhibit "A"	Proposal dated <span style="background-color: yellow;">                    </span>
Exhibit "B"	Fee Schedule

[Remainder of page left blank intentionally]



**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE  
CITY OF SOUTH GATE AND (Consultant)**

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, a municipal corporation**

By: \_\_\_\_\_  
Al Rios, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Chris Jeffers, Deputy City Clerk  
(SEAL)

**(Consultant), A California corporation.**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Raul F. Salinas, City Attorney

**Exhibit "A"**

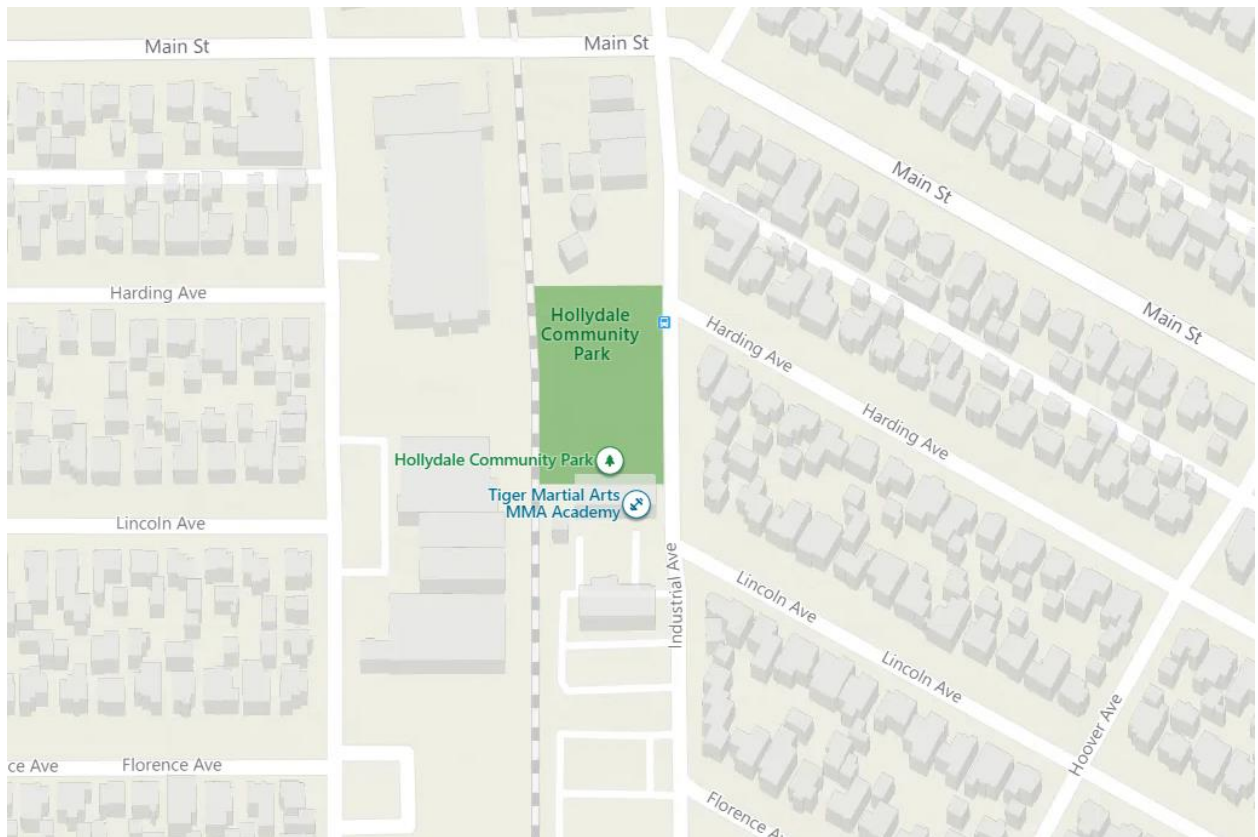
Proposal dated \_\_\_\_\_

**Exhibit "B"**

Fee Schedule

# Appendix B

## Location Map



Location Map