January 30, 2023

**Subject:** Request for Proposals (RFP) for As-Needed Service for Used Oil Recycling and Beverage Container Recycling Grant Programs.

Dear Prospective Consultant:

The City of South Gate is requesting proposals from qualified Consultants to provide professional services to successfully administer and implement the Used Oil Recycling Services Grant Program and the Beverage Container Recycling Grant Program.

In order to be considered, Consultants must submit a proposal indicating their knowledge and experience in developing similar programs. The selected Consultant must demonstrate familiarity with both grant programs; demonstrate similar outreach experience; and provide a list of agencies for which similar services have been provided. The Project Manager must have a thorough knowledge and proficiency in the services requested.

**SUBMISSION DEADLINE**

In order for your proposal to be considered, submit a USB with pdf files of your proposal and four (4) hardcopies marked “Used Oil Recycling Program and Beverage Container Recycling Grant Programs” hand delivered or by mail by the submission deadline below.

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

**Submission Deadline:** March 9, 2023 at 10:00 AM

Proposals not received by the submission deadline will not be considered and will be returned unopened.
For questions, please contact Lorenzo Camargo, Assistant Engineer by phone at (323) 563-9594 or by email at Lcamargo@sogate.org

Sincerely,

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

AS NEEDED SERVICES FOR USED OIL RECYCLING AND BEVERAGE CONTAINER RECYCLING GRANT PROGRAMS

All questions regarding this project are to be directed to:

Lorenzo Camargo
Assistant Engineer
Office: (323) 563-9594
lcamargo@sogate.org

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

The City of South Gate invites qualified consultants (hereon referred to herein as a “Consultant”) experienced in the implementation of the Used Oil Recycling Grant Program and the Beverage Container Recycling Grant Program to submit proposals.

The Used Oil Recycling Grant program goals are:
1. Develop a viable program that educates local businesses and residents.
2. Establish a plan that reduces used oil from entering the Los Angeles River, local storm drains, and local landfills.
3. Reduce the amount of illegally disposed used oil and oil filters.

The Beverage Container Recycling Grant program goals are:
1. Provide a unique method to educate local businesses and residents about beverage container waste.
2. Develop an effective plan to promote the goals of the CalRecycle Beverage grant.
3. Coordinate with local recycling centers.
4. Develop, implement and manage a recycling program which promotes recycling.

PROGRAM FUNDING

The City of South Gate has been awarded $14,367 from the Used Oil Recycling Services Program and $23,935 from the Beverage Container Recycling Program for FY 2023-24, and is expected to receive funding annually. The selected consultant will be awarded a contract for a 3-year term within the established budgets with an option to extend one additional year.

The following is a proposed scope of services for the implementation of the Used Oil Recycling Grant Program and Beverage Container Recycling Grant Program. The City will make its selection based on the criteria as presented below in the Consultant Selection Process Section.

SCOPE OF SERVICES

This RFP is structured according to the following tasks. Consultant shall respond to all tasks and are encouraged to propose innovative methods that will create an effective program.

The Scope of Work listed herein, as may be modified through negotiation and/or by written addendum issued by the City, will be made a part of the Agreement. The selected firm will be expected to furnish all personnel to provide the following services:

Used Oil Recycling Services Program

A. Develop an informative model that educates the public about the program amenities.
B. Implement an outreach effort that address high school students, young adults, and families.
C. Promote the used oil and oil filter recycling vendor locations that reside within South Gate.
D. Provide a plan that increases the percentage of patrons that use the oil recycling vendors.
E. Develop a program that reduces the amount of hazardous waste that is received by landfills and enters the City storm drains.
F. Attend a minimum of four local City/Community events to promote the program and its efforts.
G. Attend meetings on behalf of South Gate.
H. Meet CalRecycling Grant annual requirements.
I. Complete annual CalRecycle grant submittal.
J. Develop a partnership with the City Stormwater Program.

Beverage Container Recycling Services Program
A. Develop an informative model that educates the public about the program.
B. Implement an outreach effort that address high school students, young adults, and families.
C. Develop and promote Earth Day/Community Clean Up Day for the City of South Gate.
D. Attend a minimum of three local City/Community events to promote the program and its efforts.
E. Attend meetings on behalf of South Gate.
F. Meet CalRecycling Grant annual requirements.
G. Complete annual CalRecycle grant submittal.

PROPOSAL REQUIREMENTS
The consolidated proposal must be concise, well organized and demonstrate your firm’s qualifications and experience relating to Used Oil Recycling Programs and Beverage Container Recycling Services Programs. Proposals should be limited to 10 typed pages or less (excluding cover letter, sample project attachments, and resumes) with minimum font size of 12 point.
The Proposal must include the following:

I. Cover Letter: The cover letter shall include the name and address of the organization submitting the Proposal and the name, address, phone number, and email address of the contact person who will be authorized to make representations for the organization. The cover letter shall clearly identify the project(s) the Consultant is proposing on.

II. Qualification and Experience: Qualification and experience shall include, but not be limited to, the following:
   • Identification of principal staff members that will be directly involved in the project. Provide information including relevant experience and education in providing the required services. Resumes may be included as an appendix.
   • Experience of the firm and of the team on similar projects.
   • Identify the availability of your team and the percentage of current workload of staff that would be committed to this project.
• Description of your firm's quality assurance/control procedures that will be used for the project.
• Provide contact person, client’s name, telephone number and address of a minimum of three (3) references where similar work was performed.

III. Scope of Work: The Proposal shall contain a section titled Scope of Work and Project Understanding. It shall include a description of your firm's understanding of the CalRecycle Grant, a description of your firm's approach to the work, and a preliminary project schedule. It is the responsibility of the Consultant to submit a Proposal that contains all of the services necessary for the successful delivery of the project such as:

Description of your firms approach to work should include:
• Provide an understanding of the work contemplated
• Recent, relevant experience in the likely issue areas associated with a program of this type.
• Demonstrated experience in keeping the City informed by providing a quarterly reporting
• Overall capabilities of the firm in terms of personnel and technological resources.
• The ability to meet deadlines.

It is the responsibility of the Consultant to submit a Proposal that contains all of the services necessary for the successful delivery of the project.

FEE PROPOSAL

Consultant shall submit a fee proposal in a separate and sealed envelope labeled “Fee Proposal” along with the Project title. The cost proposal shall be itemized by task, staff person(s) the will be assigned to the project and their hourly rate schedule. The City will negotiate with the top-ranked Consultant in compliance with all applicable CalRecycle guidelines.

CONSULTANT SELECTION PROCESS

Proposals should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of contents. Responsiveness to the RFP will be a principal basis for evaluation.

Proposals submitted will be evaluated by a Selection Committee comprised of City of South Gate Staff. The Committee’s evaluation will be based upon, but not limited to: strength of the proposal, related experience of the firm, familiarity with the programs, professional qualifications of the individual(s) to be assigned to the project, ability to meet required deadlines, references from previous clients and proposal cost.
The evaluations of the proposals will be based in accordance with, the following criteria:

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Proposals will be ranked and Consultants will be shortlisted. The Consultants with the highest ranked proposals will be invited to interview, however, the City may choose to interview the shortlisted consultants or select a consultant based on the ranking of the proposals. The City will select the top, most qualified Consultant for the project and negotiate the contract. If unsuccessful, the next most qualified Consultant will be contacted, and so on. Proposal fees are a key consideration; however, the City intends to choose based on the results of the selection process.

The City of South Gate reserves the right to further negotiate the proposed work and/or method and amount of compensation. The respondent must clearly state the period of time for which the proposal will be valid. This period must not be less than sixty (60) days from the date of submittal.

The approximate schedule for the Consultant selection process is as follows:

- Request for Proposals Released: February 9, 2023
- Proposals are Due: March 9, 2023 at 11:00 am
- Consultant Interviews (if necessary): March 23, 2023
- Contract Award: June 27, 2023

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 Proposals, 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 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 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. Please refer to the attached Sample Professional Services Agreement for complete insurance requirements (Attachment – A).

AWARD OF CONTRACT

The City will not pay any costs incurred by any firm or person submitting a Proposal. All data, documents, and other products submitted with the Proposal shall become the property of the City.

The City reserves the rights to reject, modify, or cancel, in part or in its entirety, this RFP. The City assumes no obligation, and none is implied, to award a contract for any phase or services, specified in this RFP.

CONSULTANT AGREEMENT

A City standard Consultant agreement will be used. A sample of the City standard Consultant agreement is attached as Attachment 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.

QUALITY ASSURANCE AND QUALITY CONTROL

The Consultant shall follow industry standards of quality control practices. The Consultant project manager shall review all documentations before submittal to the City.
ATTACHMENT 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); and

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

WHEREAS, based on such representation, City desires to contract with Consultant to perform 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 Clerk’s Office

Glaze Yoditz, City Clerk

8650 California Avenue

South Gate, CA 90280

Email: yglaze@sogate.org

TEL: (323)563-9510

**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: ________________________________
    Yoditz, Glaze, City Clerk
    (SEAL)

APPROVED AS TO FORM:

By: ___________________________________
    Raul Salinas, City Attorney

(COMPANY NAME):

By: ___________________________________
    (CONSULTANT'S NAME)

Dated: _________________________________