



# City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280 • (323) 357-9657  
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August 9, 2023

**SUBJECT: REQUEST FOR PROPOSALS (RFP) TO ASSESS THE POWER REQUIREMENTS AND DEVELOPED PLANS, SPECIFICATIONS AND ESTIMATE FOR THE INSTALLATION OF EMERGENCY BACKUP GENERATORS FOR CITY FACILITIES, PROJECT NO. 704-GEN**

Dear Prospective Consultant:

The City of South Gate is requesting proposals from qualified consultants to provide energy assessments at four essential City facilities, followed by development of plans, specifications and estimate to upgrade their emergency backup generators in accordance with the findings of the energy assessments and as directed by the City. The four City facilities are:

- City of South Gate Police Department
- City of South Gate City Hall
- Public Works Maintenance Yard
- South Gate Park Auditorium

The City's goal is to upgrade the electrical backup power systems so that each of the four essential City facilities may remain fully operational during power blackouts and other events which could result in long term power outages.

Responsive proposals shall demonstrate the ability to establish power system performance requirements and related building Mechanical, Electrical, Plumbing (MEP) modifications needed at each facility. Key services shall include evaluating the power needs of each facility's hardware and equipment and upon authorization of the City, development of engineering plans, specifications and estimate for the procurement, installation and construction of upgraded back-up power equipment needed to meet the identified energy demands. The evaluation of each facility's energy needs should include cost considerations to support full backup power demands.

Once assessment services are completed (including basic MEP scope modifications), the second and subsequent phase of work will be to develop plans, specifications and estimate for the required building/MEP modifications, for each facility's backup power generator. The third and final phase will be for the City to advertise a notice inviting bids to procure the power systems, and construct/install them at each facility. The City desires to retain the flexibility of separately delivering any one or combination of four facilities, therefore each should have its own installation plan for the second and third phases.

To be considered responsive, Consultants must submit a proposal indicating their knowledge and experience related to the services being sought as well as applicable State and local building code requirements, air emission standards, and any other code requirements.

The attached RFP provides additional details including project descriptions, proposal submission instructions, scope of services, proposal format, and content requirements. Also included is a standard professional services agreement that will be used as the basis of the consultant contract.

In addition, there will be a non-mandatory pre-proposal conference at City of South Gate City Hall which will include a visit to each of the four facility's backup power generator platforms. City staff will be on hand to lead the tour and answer any questions about the RFP or the scope of services. The pre-proposal conference will begin on Wednesday August 23, 2023 at 10 am at South Gate City Hall, Public Works counter. It is anticipated that the pre-proposal conference will take no more than 2 hours.

Pictures of the existing backup power system for each of the four facilities listed below are available at the following link:

<https://www.dropbox.com/scl/fo/944q9fhaw3jcs4dkx4pj6/h?dl=0&rlkey=t4f85pjkup70jilzts6jl987>

1. City of South Gate Police Department
2. City of South Gate City Hall
3. Public Works Maintenance Yard
4. South Gate Park Auditorium

Consultants must include a USB with pdf files and three (3) paper copies of their proposal in a sealed envelope clearly marked "Assess the Power Requirements and Provide Specifications and Design for Emergency Backup Generators for City Facilities, Project No. 704-GEN." Proposals are due on Wednesday September 6, 2023 at **4:00 p.m.** and shall be delivered to:

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

Proposals must be in possession of the City Clerk's Office by the submission deadline. Postmark date from the U.S. Postal Service or faxed copies will not be considered. The proposal shall be signed by a duly authorized official of the Consultant. The City reserves the right to reject all proposals submitted and no representation is hereby made that any contract will be awarded pursuant to this RFP.

For questions regarding this RFP, please contact Charles Herbertson, Project Manager, by phone at (323) 357-9614 or by email at [cherbertson@sogate.org](mailto:cherbertson@sogate.org).

Sincerely,

Luis H. Osuna, P.E.  
Deputy City Engineer

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A: Sample Professional Services Agreement (PSA)

**PROJECT DESCRIPTION**

This project consists of assessing the current conditions and state of performance of existing backup electrical power generators at each of the following four facilities:

- City of South Gate Police Department
- City of South Gate City Hall
- Public Works Maintenance Yard
- South Gate Park Auditorium

Once the current conditions assessment is completed, the consultant will develop a power needs assessment for each facility based on a backup system’s ability to meet the demands of full backup power.

The consultant must recommend revisions to the building layout and/or equipment layout of the generator (as needed), outline the building/MEP modifications, summarize the backup power equipment specifications, and assign a probable cost breakdown for each facility. Consideration must be given to space requirements, access for repairs and ease of maintenance, expandability, requirements to meet new building codes or new legal operational requirements, etc.

Upon completion of the above and with authorization from the City, the consultant will develop engineering plans, specifications and estimate for procurement, installation and construction of the new upgraded back-up power systems.

Project Budget: The preliminary engineering for this project is funded by \$350,000 in American Rescue Plan Act (ARPA) funds. Construction funding in the amount of \$1.75 million in ARPA funds has been budgeted in FY 2023/23.

Schedule: The City anticipates the following project schedule:

<b>PROJECT PHASE</b>	<b>DATES</b>
Project Design	October 2023 – June 2024
Bid & Contract Award	July 2024 – August 2024
Construction	September 2024 – August 2025

## **SCOPE OF SERVICES**

The selected Consultant and their sub-consultants shall have a proven track record of providing professional and related services required by a design team experienced in building renovations and upgrades, and MEP systems for industrial, institutional, or government facilities.

The following Scope of Services as defined by the Tasks listed below are intended as a guide, and additional services may be required which are not listed below, or details herein provided may prove redundant and unnecessary. The proposal's Scope of Work may be used to supplement or may be incorporated in its entirety to define the Professional Services Agreement's (PSA's) scope, compensation, and schedule. The tasks identified below are generally shown in procedural order of development. However, some tasks may be performed concurrently, may overlap, or may contain work gaps and require staging.

### ***TASK 1 – PROJECT MANAGEMENT***

The Consultant Project Manager shall fully manage the development and coordination of the power systems needs assessment and subsequent development of engineering design and specification documents, including, but not limited to, ensuring coordination of all conceptual layouts, plans, estimated costs, coordination and ensuring conformance with the City of South Gate Building Department/Building Official, City of South Gate Project Manager, Utility Companies, State and local agencies such as California Air Resources Board, South Coast Air Quality Management District and other applicable stakeholders.

Consultant shall supervise, coordinate, monitor and design review for conformance with City Standards, policies, and procedures. The Consultant shall be responsible for project administration and coordination efforts. The work tasks required include but are not limited to the following:

- Maintain continuous communication with the City Project Manager and coordination of project design/layout development, meetings with City and all affected parties identified by City staff, utility coordination, State and outside agency coordination, cost estimation, quality control, and scheduling.
- Set-up and manage meetings for assessment of each facility's existing backup power generator system, establishing the power needs of each facility, clarifying legal requirements, restrictions, necessary code upgrades, etc.
- Communicate conceptual layouts as needed for the facility's building, utility rooms, general access, MEP layout and proposed changes needed.
- Communicate and substantiate Mechanical, Electrical, Plumbing system required changes if any.
- Communicate and coordinate the design drawings and technical specifications for the equipment and backup power facilities.
- Coordinate development of cost estimates so that full backup power is provided.
- Provide a Monthly Project Status Report on the status of each project tasks development phase.
- Prepare meeting minutes with an action item matrix and agenda which shall be distributed to the City, and other attendees or organizations, as required.
- Ensure project delivery progresses on schedule and within budget.
- Manage project schedules and project reporting for each sub-project.

### **Deliverables:**

- Meeting Schedules, Attendance, Rosters, Action Item Matrix, Meeting Agendas and Minutes
- Detailed Project Schedule
- Monthly Project Reports

### ***TASK 2 – ASSESSMENT OF EACH FACILITY’S EXISTING BACKUP SYSTEM***

The Consultant Project Manager shall assess the performance and working conditions of the existing backup systems for each facility. Assessment services include meeting with building maintenance staff for an overview of the systems condition; review of the existing electrical system point of connection, meters, panels, subpanels; review of the facility’s general electrical distribution layout; review of facility/building maintenance records as they relate to the backup power system and the facility’s electrical system; verify the existing building and power platform layout; document existing related MEP layout; note major deficiencies; and record pertinent remarks made by building maintenance staff .

The Consultant shall be responsible for the set-up, coordination, monitoring, and meeting minutes; shall designate appropriate personnel/teams to inspect the facility; shall equip consultant personnel with proper safety equipment as needed; shall meet all safety policies and procedures in conformance with Cal OSHA and the City Building Official; shall measure existing equipment’s power capability, capacity, salvage value, etc.

The activities associated with this task include but are not limited to the following:

- Assess the performance and working conditions of the existing backup systems for each facility.
- Meet with building maintenance staff for an overview of the systems conditions.
- Review existing electrical system point of connection, meters, panels, and subpanels.
- Review each building maintenance records related to the backup power systems and electrical system.
- Memorialize each facility’s general building, power platform, and electrical distribution layout.
- Document the existing related MEP layout.
- Document any major deficiencies or remarks.

#### **Deliverables:**

- Meeting minutes and discussion items amongst consultant team and city staff for each site visit.
- Drawings and/or sketches for facility, building, and generator platform layouts.
- Drawings and/or sketches on MEP systems related to backup power generators.
- A report detailing each of the findings, conditions, and conclusions of each facility’s backup power system.

### ***TASK 3 - POWER NEEDS ASSESSMENT OF EACH FACILITY***

The Consultant must complete an assessment of the power needs of each facility so that the new system will perform as anticipated. The consultant will need to establish each facility’s power needs by reviewing the inventory of current equipment and apparatus in-place relying on electrical power. Interviews with City staff responsible for management of the respective operations at each facility will be required to determine significant power demands from any missing equipment not currently in-place, or plans for new equipment, or from other expansion plans that would trigger needs for added power.

The consultant will need to assess the power needs based on the backup power necessary to meet the full power demands of the entire operational programs housed at each facility.

Once the needs assessment of each facility has been completed, a meeting with the City Project Manager and other City staff will be scheduled to discuss probable costs of each scenario at each facility. Following this, the consultant may further develop the concepts and layouts and the recommended power equipment for each facility. After the concepts and layouts are approved by the City, the consultant will design a system and equipment for procurement and installation.

The activities associated with this task include but are not limited to the following:

- Review and document the inventory of current equipment and apparatus in-place which relies on electrical power.
- Interview City staff responsible for management of the respective operations at each facility to determine current and potential future power demands from new equipment planned or from facility expansion.
- Establish each facility's power needs based on a backup power system to meet the full power demands of the entire operational programs housed at each facility.
- Develop probable cost at each facility and set up a meeting with the City Project Manager and other essential City staff to discuss probable costs.

**Deliverables:**

- Report on inventory and interviews conducted at each facility.
- Report on the recommended power needs for each facility..
- Report on probable costs for completing installation at each facility. Cost must consider the construction of facility changes, procurement of power generator equipment, and installation of the system.

***TASK 4 – REGULATORY REVIEW AND PERMITTING***

The Consultant must produce plans and specifications that incorporate State and local building code requirements, air emission standards, and any other applicable code requirements. The Consultant shall fully manage and obtain all required plan checks, reviews and permits. This will include determining required environmental and safety equipment, and any operational procedures which may be required to be implemented. Agencies and other 3<sup>rd</sup> parties that the design consultant needs to coordinate with and/or obtain approvals and permits from include City of South Gate Building Department/Building Official, City of South Gate Planning Division, City of South Gate Utility Managers, Utility Companies, State and local agencies such as California Air Resources Board and South Coast Air Quality Management District and other applicable stakeholders.

The activities associated with this task include but are not limited to the following:

- Maintain a log of agencies and 3<sup>rd</sup> parties that are contacted.
- Submit 90% plans for plan check to South Gate Building Department and other agencies as required for review and approval. Respond to comments and obtain final approvals.
- Document any required hardware, safety equipment, procedures to maintain good and positive legal standing with City agencies, and with local, regional, State, and Federal agencies
- Keep a log attributing probable costs of any legally required equipment or operation procedures for each facility.

**Deliverables:**

- Provide the City Project Manager access to the contacts log on an ongoing basis during this task.
- Log of recommended hardware, safety equipment, and procedures to operate the new backup power systems.
- All required permits for construction
- Once all tasks are completed, transmit logs and records to the City Project Manager which shall include relevant meeting minutes, relevant agency rosters, etc.

### ***TASK 5 – CONCEPTUAL PLANS***

The Consultant shall develop conceptual plans with recommended revisions to existing building layouts, renderings of building enclosures with material samples, the recommended equipment layout, generator platform revisions (as needed), and an outline of MEP modifications. The consultant shall recommend concepts with consideration for space requirements needed for access for repairs and ease of maintenance, expandability, and ability to meet new building codes or new legal operational requirements that may arise in the future. The conceptual plans shall be accompanied by planning level cost estimates for each of the four installations.

A key option the City desires is a layout incorporating Transfer Switches for each facility's backup generator system, not only in terms of physical room and access to bring in the supplementary equipment, but accommodations for the hardware, devices, and electrical/electronic connections.

The activities associated with this task include but are not limited to the following (for each facility):

- Develop conceptual plans with recommended revisions to the existing building layout.
- Develop drawings showing changes to the generator equipment platform (as needed).
- Develop a layout that accommodates external equipment to connect emergency power from an outside supplementary source.
- Outline and diagrams of the recommended MEP modifications.
- Develop planning level preliminary cost estimates based on the conceptual plans
- 

#### **Deliverables:**

- Conceptual plans with recommended revisions to the existing building layout, drawings showing recommended changes to the generator equipment platform, diagrams of recommended MEP modifications and layouts showing sufficient access to Transfer Switches by portable equipment.

Planning level preliminary cost estimates for four installations.

### ***TASK 6 – EQUIPMENT AND BACKUP POWER GENERATOR SPECIFICATIONS***

The Consultant shall develop specifications for backup power generator and related equipment. Reports by consultant shall include typical operating procedures and maintenance of the equipment to keep it in optimum working condition and ensure the highest reliability. The consultant shall also recommend warranty requirements, and a provide a discussion of the manufacturers and ancillary features available for the City's consideration.

The equipment and recommended backup power generator systems shall be coordinated with the consultant's recommended building and platform layouts. A key option is the City's desires of a layout incorporating Transfer Switches for each facility's backup generator system, not only in terms of physical room and access to bring in supplementary equipment, but accommodations for the hardware, devices, and electrical/electronic connections. The layout design and the equipment specifications must provide ease of access and the power equipment capability to accommodate connecting external emergency power equipment from an outside supplementary source.

The activities associated with this task include but are not limited to the following (for each facility):



- Develop specifications for backup power generators and related equipment. The document shall be provided to the City for review and subsequently used as the basis for developing City procurement documents for the Power Systems.
- Recommend typical operating procedures and maintenance of the equipment to ensure the highest reliability and to keep in optimum working condition.
- Recommend warranty requirements, a discussion of the manufacturers available with specified equipment, and options/ancillary features available for the City's consideration.
- Recommended backup power generator system coordinated with the consultant's recommended building and platform layout.
- Coordinate equipment with layouts which incorporate Transfer Switch options for each facility's backup generator system, with physical room and access to bring in the supplementary equipment.
- Specifications of backup power generator shall include Transfer Switch options with required hardware, devices, and electrical/electronic connections.

**Deliverables:**

- Binder containing specification for backup power generator and related equipment.
- Typical operating and maintenance procedures.
- Layouts showing outside equipment access to Transfer Switches, required hardware, devices, and electrical/electronic connections.
- Summary of the backup power equipment specifications

***TASK 7 – PLANS AND SPECIFICATIONS FOR BACKUP POWER GENERATOR INSTALLATION***

The consultant shall, based on approval of conceptual plans, develop plans and specifications for building, MEP modifications, generator installation and building enclosures for the generators. Plans and specifications shall include instructions to the contractor for abandonment and removal of existing back-up generator equipment and electrical service and any improvements required to restore the area of the abandoned equipment to beneficial use of the City. Plans shall also include site improvements required as a result of changes made by the installation including site improvements around enclosure buildings including lighting in and around the enclosure building and vehicle access to the generator site when determined to be necessary by the City.

Consultant shall submit 60% design plans for City review. The City's review of 60% plans will take up to three weeks. Following receipt of the City's comments, the consultant will incorporate changes responsive to the City's comments and submit 90% plans along with project technical specifications for City review. The City's review of 90% plans and specifications will take up to three weeks. The consultant will be required to submit 90% plans to the City's Planning and Building Divisions as well as Engineering for review. Following receipt of the City's final comments, the consultant will prepare a final set of plans and specifications and provide four sets to the City along with one set of Mylars. All plan and specifications submittals will include a thumb drive with plans in AutoCAD format and specifications in Microsoft Word format. The final plan set shall be signed and stamped by California licensed engineers in the appropriate engineering disciplines.

During plan and specification development the consultant shall coordinate with subconsultants, utilities and stakeholders as needed.

Plans and specifications shall include provisions for the removal and salvage of old equipment.

**Deliverables:**

- 60%, 90% and final Plans for all construction required for building/MEP modifications and installation of the back-up power generators. Plans to include all required building enclosures for the generators.
- 90% and final Technical Specifications for the project

### ***TASK 8 – COST ESTIMATES***

The consultant shall, based on all the prior tasks developed to date, develop a detailed equipment cost estimate of the backup power generator system procurement. Cost breakdown shall include costs for hardware and electronic options selected by the City. The estimate shall also include separate details for probable costs to install the generator and all the equipment. Separate estimates shall provide a probable cost for the necessary building modifications, changes to the generator platform, MEP modifications and building enclosures for the generators that will require installation and/or construction. Cost estimates shall be provided for each of the four facilities. Cost estimates shall be supported by documentation of recent bids for similar work received by at least three cities or other public agencies.

The activities associated with this task include but are not limited to the following (for each facility):

- Develop detailed equipment cost estimate for the purchase of backup power generator systems.
- Develop cost breakdowns which include hardware and electronic options selected by the City.
- Cost estimates for probable cost for building modifications, changes to the generator platform, MEP modifications and building enclosures for the generators that will require installation and/or construction.
- Estimate separate probable costs to install the generator and all the equipment.

#### **Deliverables:**

- Purchase and/or procurement costs for the backup power generator systems.
- Purchase and/or procurement costs for the hardware and electronic options selected by the City.
- Construction cost for building modifications, changes to the generator platform, MEP modifications and building enclosures for the generators that will require installation.
- Construction costs for the installation of backup power generator systems.

### ***TASK 9 – CONSTRUCTION BIDDING PHASE***

The consultant will provide support during the construction bidding phase and advertising period as follows:

- Prepare a Construction Bid Package
- Attend pre-bid meeting
- Advise the City on the appropriate response to bidder's questions.
- Assist in Analysis of Bids, as necessary
- Log questions and responses to bidders' questions regarding the bid documents
- Evaluate need for addendum to bid documents in response to bidders' questions and prepare addendum if required.

#### **Deliverables:**

- Construction Bid Package in City format.
- Addenda, as necessary
- Log of bidder inquiries

**TASK 9 –PRE-CONSTRUCTION MEETING AND JOB SITE MEETINGS**

Attend the pre-construction meeting, job walk, and job-site meetings as required over the course of the construction schedule.

**Deliverables:**

- Prepare agenda and meeting minutes as needed (qty. 3-4)

**TASK 10 –RESPOND TO REQUESTS FOR INFORMATION AND SUBMITTALS**

Provide response to contractor's requests for information (RFI) about the plans and specifications forwarded to the Consultant by the City. This task includes conferring with the City’s Construction Manager regarding the RFI as appropriate to address unforeseen site conditions and/or provide field design recommendations.

Regularly scheduled construction observation is specifically excluded from this scope of work. It is assumed that twenty (20) RFI's will be responded to.

**Deliverables:**

1. Log requests for information and provide responses
2. Field design recommendations
3. Field meeting minutes
4. Design details

**PROJECT ADVANCEMENT AND COMPLETION SCHEDULE**

A schedule contingent on when the City contract is awarded is shown below. Other factors considered is the approved funds for the current fiscal year and Fiscal Year 2023/2024. The city anticipates the Power Assessment and design RFP and the Construction milestones as follows:

**RFP POWER ASSESSMENT, RFP DESIGN, CONSTRUCCION MILESTONES**

<i>RFP released</i>	<i>August 10, 2023</i>
<i>Non-Mandatory Pre-Proposal Conference</i>	<i>August 23, 2023 - 10:00 a.m.</i>
<i>Proposal Submittal</i>	<i>September 6, 2023 - 4:00 p.m.</i>
<i>Award Consultant Contract</i>	<i>October 2023</i>
<i>Complete Power Assessment</i>	<i>December 2023</i>
<i>Begin Facilities Design</i>	<i>January 2024</i>
<i>Submit 60% Plans</i>	<i>April 15, 2024</i>

<i>Submit 90% Plans &amp; Specifications</i>	<i>May 13, 2024</i>
<i>Submit Final Plans</i>	<i>June 10, 2024</i>
<i>Advertise Construction</i>	<i>August 2024</i>

## **PROPOSAL REQUIREMENTS**

The proposal must be concise, well organized, and demonstrate the qualification and experience of the project team as it relates to the project. The Proposal shall be printed on 8½" x 11" pages including resumes, past experience, graphs, tables, etc. The proposal shall be limited to twenty-five pages (25) or less and must include the following:

1. 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.
2. Table of Contents: The table of contents shall include an outline of the Proposal, identified by sequential page number, and section title as described herein.
3. Corporate Documentation: Documentation shall include relevant information regarding organizational stability and strength, including a description of the organization (e.g.), sole proprietorship, partnership, corporation, joint venture, etc.
4. Qualification and Experience: Qualification and experience shall include, but not be limited to, the following:
  - Identification of principal staff members including major sub consultants that will be directly involved in the project. Provide information including relevant experience and education in providing the required services. Resume may be included as an appendix.
  - Description of your firm's understanding of the project, including the areas historical significance and the “feel” of the street when considering amenities.
  - Description of your firm's approach to the scope of work.
  - Experience of the firm and of the team on similar projects.
  - Preliminary project schedule.
  - An organizational chart indicating structure of consultant and sub-consultants and how entities will work together, i.e. by function, design, production, etc.
  - Identify the availability of your team and the percentage of current workload of staff that would be committed to this project including sub consultants.
  - 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.

It is the responsibility of the Consultant to submit a Proposal that contains all the services necessary for the successful delivery of the project, whether such work is included in the proposal submitted by consultant. Both the RFP’s Scope of Services and the consultant’s proposed Scope of Work may be integrated into the Professional Services Agreement (PSA), therefore the consultant must be prepared to complete all work described in this RFP unless it is otherwise specifically excluded.

## **General**

The City requires the Consultant to remain intact throughout the project duration. No substitutions in the project team will be allowed unless prior request and approval is obtained from the City. In case of unusual circumstances where substitution may be necessary, a written request shall be submitted to the City at least 30 days in advance.

The Consultant must present evidence the Project Manager has an active State of California License as a Civil Engineer License, or Mechanical Engineer License, or Licensed Architect.

## **Work Plan**

The Proposal shall contain a detailed work plan which includes a narrative addressing the Scope of Work and demonstrating the Proposer's understanding of the City's needs and requirements.

The Proposer shall:

1. Describe project understanding, complexity of project, and provide potential solutions to mitigate identified issues and constraints.
2. Describe the proposed approach and work plan for completing the services specified in the Scope of Work. The description of the proposed approach shall discuss the services in sufficient detail to demonstrate the Proposer's ability to accomplish the City's objectives.
3. Describe approach to managing resources, including a description of the role(s) of any sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. The plan shall identify methods that Proposer will use to ensure quality, budget, and schedule control.

## **Quality Assurance and Quality Control**

The Consultant shall follow industry standards for quality assurance practices. All work shall be checked and corrected. The Consultant project manager shall review the plans, specifications, and cost estimates before submittal to the City.

## **Proposed Project Schedule**

Proposals shall include a timeline for the completion of Tasks and major work milestones covered by the proposal in conformance with the PROJECT ADVANCEMENT AND COMPLETION SCHEDULE. The schedule shall contain the timing on all project milestones, Tasks, major Subtasks, with sufficient level of details demonstrating the capacity and capability to complete the work within the City's time expectation.

The timeline shall include the estimated staff-hours effort of all Tasks and major work categories and should match the man-hour effort calculation used for the fee breakdown in the cost proposal.

## **RESOURCE ALLOCATION MATRIX**

A **resource allocation matrix** *must* be submitted with the proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project schedule by tasks are required of both the primary Consultant, as well as any sub-consultant. In addition, the applicable Consultant support services must list the type and number of hours

(resource allocation matrix) of the sub-consultant within the proposal. Failure to do so will result in the Consultant’s Proposal being deemed incomplete and it will not receive further consideration.

**CITY OF SOUTH GATE**  
 SAMPLE RESOURCE ALLOCATION MATRIX

**REQUEST FOR PROPOSALS (RFP) TO ASSESS THE POWER REQUIREMENTS AND DEVELOP PLANS, SPECIFICATONS AND ESTIMATE FOR THE INSTALLATION OF EMERGENCY BACKUP GENERATORS FOR CITY FACILITIES**  
 CITY PROJECT NO. 704-GEN

Task/Classification	Other (identify by title and hourly rate; add columns where needed) (Hrs)	Total Hours
Task 1		
Task 2		
Task 3		
Taks 4		
Totals		

**FEE PROPOSAL**

**Consultant shall include a “Fee Proposal” with their Proposal.** Cost proposal/Fee Schedule shall include all tasks needed to perform the work with a maximum not to exceed fee for each task, and a grand total not to exceed total fee amount. 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. Fees for the design shall be on a not-to-exceed basis and may separately include the cost of certain “time and material” costs. The cost shall have as an attachment a table showing all personnel involved on this project, estimated hours for tasks, and hourly rates.

**CONSULTANT SELECTION PROCESS/CRITERIA/SCHEDULE**

The City will assemble a selection committee responsible for evaluating and ranking the proposals and will evaluate and rank them according to the evaluation criteria shown below. The city (at its option) will negotiate with the top-ranked consultant in compliance with all applicable Federal, State, and local guidelines.

CRITERIA	MAXIMUM POINTS
Project understanding, scope & approach to deliver Project on time & within budget.	25
Consultant Project Team’s qualification & experience on similar types of utility projects.	20

Work Plan and Tasks for work to be done.	15
Understanding of Utility Requirements	15
Discussion of key issues, both technical and non-technical.	15
Demonstrated technical ability, quality assurance and quality control	10
<b>TOTAL</b>	<b>100</b>

The city may develop a shortlist, and if the City so chooses, may hold interviews with the consultants having the top proposal scores. The City will negotiate the fees with the highest ranked consultant at the Assistant City Manager/Director of Public Works' discretion. If an agreement cannot be reached, then negotiations will proceed to with the next highest ranked consultant, and so on and so forth, until a qualified consultant is selected.

The following is the anticipated schedule for the Consultant selection process:

Request for Proposals Released	06/21/2023.
Pre-Proposal Conference (non-mandatory)	07/19/2023 at 10:00 AM
Proposals Due	08/09/2023 by 4:00 PM
Staff Evaluates Proposals and Creates Shortlist	08/16/2023 to 08/23/2023
Interviews (City Option)	08/23/2023
Consultant Selection	08/30/2023
Award Design Contract	09/26/2023

**RIGHT TO REJECT ALL PROPOSALS OR MODIFY THEREOF**

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 related material, submission of a proposal, 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. All proposals and other information submitted to the City of South Gate in response to this RFP 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.

**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 in the amount of \$1,000,000; the proposer must provide Professional Liability Insurance coverage (Errors and Omissions in the amount of \$2,000,000 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. Consultant shall also execute a hold harmless statement on a form provided by the City.

**REQUIRED DISCLOSURE**

In order for your proposal to be considered, the proposal shall include the following Disclosure:

“Consultants shall disclose in their responses to any Request for Proposals whether they have been the subject of any legal investigations by County, State, and/or Federal agencies within the past 10 years. If so, each responding consultant shall identify the agency and contact person, the nature of the investigations, 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.”

### **CONSULTANT AGREEMENT**

A sample of the City standard consultant agreement is provided as **Attachment A**. It is expected the Agreement will be approved “as is” with no modifications. Your proposal shall contain a statement of the firm’s willingness to execute the contract.

**Contract Exceptions** - Please provide any proposed exceptions, additions, and/or deletions to the City’s Request for Proposal. **The City WILL NOT accept any proposed requested changes to the City’s Professional Services Agreement including the ability to meet the stipulated insurance requirements and other contractual terms therein. Please submit a proposal only if there is a clear understanding that your firm can execute the City’s Professional Services Agreement without any changes.** By submitting a proposal, the proposer represents they have an understanding of and will comply with the requirements of the RFP and any addenda.



## **Attachment A: Sample Agreement for Professional Services**

**AGREEMENT TO ASSESS THE POWER REQUIREMENTS AND DEVELOP PLANS, SPECIFICATIONS AND ESTIMATE FOR THE INSTALLATION OF EMERGENCY BACKUP GENERATORS FOR CITY FACILITIES, PROJECT NO. 704-GEN**

This Agreement for Professional Services (“Agreement”) is made and entered into on September XX, 2023, by and between the City of South Gate, a municipal corporation (“City”), and ..... (“xxxx”) a California corporation (“Selected firm”). City and Selected firm are sometimes hereinafter individually referred to as a “Party” and collectively as “Parties.”

**RECITALS**

**WHEREAS**, City desires to retain a qualified provider for certain Professional; Engineering services relating to assessing the power requirements and develop plans, specifications and estimate for the installation of emergency backup generators for City facilities; and

**WHEREAS**, Selected firm 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 Selected firm 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 Selected firm, and Selected firm 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 (-----) as described in Selected firm’s proposal attached hereto as Exhibit “A.” City shall pay Selected firm 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 the City Manager or his/her designee.

1. Selected firm shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Selected firm’s office and City Hall shall not be billable. Selected firm may request an exemption on a case-by-case basis, which shall be subject to City approval.

2. Selected firm shall be paid in accordance with the schedule included in Selected firm’s proposal attached hereto as Exhibit “A.” City shall pay Selected firm within thirty (30) days of receipt of the invoice.

3. No payment made hereunder by City to Selected firm, 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 Selected firm of its obligations under this Agreement.

3. **TERM OF AGREEMENT.** This Agreement is effective as of September XX, 2023, and will remain in effect for a period of one 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 Assistant City Manager/Director of Public Works (“Director”), or his/her designee, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Selected firm understands that the Director, or his/her designee, has the authority to provide that approval or authorization.

5. **CONFLICT OF INTEREST.** Selected firm 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 Selected firm under this Agreement. Selected firm further represents that in performance of this Agreement, no person having any such interest shall be employed by it. Within ten (10) days, Selected firm agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.

1. Selected firm represents that no City employee or official has a material financial interest in Selected firm’s business. During the term of this Agreement and/or as a result of being awarded this contract, Selected firm shall not offer, encourage or accept any financial interest in Selected firm’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 Selected firm 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, Selected firm 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.

### 2. Termination for Cause.

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

a. If Selected firm fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

b. If Selected firm 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 Selected firm 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 Selected firm. Upon such termination, Selected firm 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 Selected firm, 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 Selected firm 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.** Selected firm shall not assign or transfer any interest in this Agreement without the express prior written consent of City.

#### **4. Non-Discrimination.**

1. Selected firm shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and the City governments. Selected firm 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. Selected firm will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Selected firm 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.

2. The provisions of Subsection 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Selected firm for personnel to perform any services under this Agreement. City shall have access to all documents, data, and records of Selected firm 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.

5. **Insurance.** Selected firm 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:

1. Workers Compensation Insurance as required by law. Selected firm shall require all subcontractors similarly to provide such workers' compensation insurance for their respective employees.

2. Comprehensive general and automobile liability insurance protecting Selected firm 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 Selected firm pursuant to the terms of this Agreement.

**6.6 Indemnification.** Selected firm 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 Selected firm's (including Selected firm'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 Selected firm.

- 6.7 Compliance with Applicable Law.** Selected firm 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 Selected firm 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 Selected firm.
- 6.8.1** Selected firm 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 Selected firm, or any of Selected firm's employees, except as herein set forth, and Selected firm 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 Selected firm is and shall at all times remain to City a wholly independent contractor and Selected firm's obligations to City are solely such as are prescribed by this Agreement.
- 6.8.2** Indemnification of CalPERS Determination - In the event that Selected firm or any employee, agent, or subcontractor of Selected firm 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, Selected firm shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Selected firm 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 Selected firm.
- 6.9 Selected firm's Personnel.**
- 6.9.1** All services required under the Agreement will be performed by Selected firm, or under Selected firm'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** Selected firm 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** Selected firm 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** Selected firm 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 Selected firm 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 Selected firm.

**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 Selected firm 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 Selected firm for anything done, furnished, or relating to Selected firm'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 Selected firm, its employees, sub-selected firms 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 Selected firm, its employees, sub-selected firms and agents.

- 6.14 Corrections.** In addition to the above indemnification obligations, Selected firm shall correct, at its expense, all errors in the work which may be disclosed during City's review of Selected firm's report or plans. Should Selected firm 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 Selected firm.
- 6.15 Files.** All files of Selected firm pertaining to City shall be and remain the property of City. Selected firm 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 Selected firm, 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 Selected firm.



**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  
Arturo Cervantes  
Assistant City Manager/Director of Public Works  
8650 California Avenue  
South Gate, CA 90280  
Email: [ACervantes@sogate.org](mailto:ACervantes@sogate.org)  
TEL: (323) 563-9567

**WITH COURTESY COPY TO:**

City Clerk's Office  
Yodit Glaze  
City Clerk  
8650 California Avenue  
South Gate, CA 90280  
Email: [Yglaze@sogate.org](mailto:Yglaze@sogate.org)  
TEL: (323) 563-9510

**TO SELECTED FIRM:**

**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.** Selected firm warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

24. **Interpretation Against Drafting Party.** City and Selected firm 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 September XX, 2023, 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: \_\_\_\_\_  
Chris Jeffers, City Manager

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

**ATTEST:**

By: \_\_\_\_\_  
Yodit Glaze, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

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

**SELECTED FIRM, INC.:**

By: \_\_\_\_\_  
, President

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