



REQUEST FOR PROPOSALS FOR MUNICIPAL ENGINEERING SERVICES

RFP Release Date
Tuesday, October 10, 2023

Proposal Submittal Deadline
5:00 p.m., Thursday, October 26, 2023

Contact Person:
Bernardo Iniguez, Director of Public Works/Facilities
City of Bell Gardens
8327 Garfield Avenue
Bell Gardens, CA 90201
(562) 806-7770
biniguez@bellgardens.org

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Attachment A – Proposal Price Sheet

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BACKGROUND AND GENERAL INFORMATION

The City of Bell Gardens (City) was incorporated on August 1, 1961, as a general law city, thus, it operates under the Council/Manager form of government. The five City Council members are elected at-large by registered voters in the City for staggered four-year terms and serve as the City's legislative, policy-making body. The Mayor position is shared among the Council members who select one another as Mayor annually. The City Council holds bi-monthly public meetings. The City Manager is responsible for directing City affairs as prescribed by the City Council. The City has a population of approximately 39,000 in an area of 2.4 square miles located in the southeastern part of Los Angeles County. The City shares a common boundary with the Cities of South Gate, Bell, Downey, and Commerce. The City is considered an integral part of the Los Angeles-Long Beach metropolitan area.

The City's departments include Finance and Administration, City Clerk, Community Development, Recreation and Community Services, Police, and Public Works. Fire services are provided by the Los Angeles County Fire Department.

The Public Works Department consists of various divisions, including Administration, Street Maintenance, Parks and Facilities Maintenance, Utilities and Contracts, Solid Waste Management, Transportation Services, and the City Water System. The Public Works Department also manages the City's Capital Improvement Program (CIP). The fiscal year 2023/2024 CIP budget consists of 25 CIP projects totaling approximately \$43.7 million.

The City is seeking proposals from qualified firms with proven expertise to provide professional engineering contract services, including 1) City Engineer services retainer through a qualified California-licensed professional engineer who will serve as the City's designated "City Engineer;" 2) as-needed Traffic Engineer services; 3) Public Works permit management and inspection services; 4) as-needed Water Engineer services; 5) as-needed Development Engineer services; 6) as-needed Public Works/CIP project design, project management & administration, funding management, construction management and inspection, and labor compliance services; 7) as-needed other/additional Public Works engineering services; and 8) NPDES Stormwater Compliance Consultant services for the Public Works Department (collectively "municipal engineering services"). The City currently contracts out these municipal engineering services to a private firm and is seeking to re-evaluate costs and qualifications. Please review this Request for Proposals for Municipal Engineering Services (RFP) outlining the range of services being sought to determine if you wish to submit a proposal for the requested services.

It is the intent of the City to select a single Consultant to provide the requested municipal engineering services; however, the City reserves the right to select one or more Consultants to provide as-needed municipal engineering services either through this RFP or through subsequent solicitations for as-needed municipal engineering services. The term of the Agreement will be for three (3) years with up to two (2) optional one-year extensions.

SUBMITTAL PROCEDURES/DEADLINE

An electronic version of the proposal shall be emailed to cityclerkdesk@bellgardens.org and biniguez@bellgardens.org no later than **5:00 p.m. on Thursday, October 26,**

2023. Additionally, three hard copy sets of the proposal (*two (2) bound, one (1) unbound*) shall be mailed no later than **5:00 p.m. on Thursday, October 26, 2023, to the City Clerk’s Office**. The electronic version of the proposal must be an exact duplicate of the hard copies and the subject line must read “City of Bell Gardens Proposal for Municipal Engineering Services”. If the proposal includes any comments over and above the specific information requested in this RFP, such information should be included as a separate appendix and placed at the end of the proposal.

Postmarks by this date are unacceptable and no facsimiles will be accepted. Please mail or deliver your response in a sealed envelope with “City of Bell Gardens Proposal for Municipal Engineering Services” written below the address label and addressed as follows:

City Clerk’s Office
 Attention: Daisy Gomez, City Clerk
 Municipal Engineering Services RFP Response
 City of Bell Gardens
 7100 Garfield Avenue
 Bell Gardens, CA 90201

Questions and Inquiries

To ensure a fair and objective RFP process and evaluation, all questions and inquiries related to this RFP shall be addressed in writing to Bernardo Iniguez, Director of Public Works/Facilities, at biniguez@bellgardens.org. The deadline for written questions and inquiries is Tuesday, October 17, 2023 at 5:00 p.m. City Hall is open Monday through Thursday from 7:30 AM to 6:00 PM.

The tentative schedule for this RFP is as follows:

Release of RFP	Tuesday, October 10, 2023
Deadline for Questions	Tuesday, October 17, 2023 @ 5:00 p.m.
Response to Questions	Thursday, October 19, 2023
Proposal Due Date	Thursday, October 26, 2023 @ 5:00 p.m.
Interviews with Proposers, if necessary	Wednesday, November 1, 2023
City Council Recommendation of Award	Monday, November 13, 2023

DEFINITIONS, TERMS, AND CONDITIONS

Definitions: To simplify and clarify the language throughout this RFP, the following definitions shall apply:

City Council: The elected officials of the City of Bell Gardens, who have been given the authority to exercise such powers and jurisdiction on all City business as conferred by the State Constitution and the City of Bell Gardens Municipal Code.

Agreement: An agreement between the City and the selected Consultant to furnish professional services over a designated period.

Consultant: The bidder, contractor, vendor, firm, company, proposer, organization, or individual offering a proposal in response to this RFP.

Proposal General Terms and Conditions:

RFP General Conditions

Consultants should be aware that the RFP and the contents of the successful proposal will become a part of any subsequent contractual documents that may arise from this RFP.

Following the Proposal Submission Deadline, the City, pursuant to the California Public Records Act (Govt. Code Section 6250 et seq.) reserves the right to make copies of all submitted proposals available for inspection and copying by any interested member of the public, except to the limited extent the City determines that any information contained in a proposal is legally privileged under the California Public Records Act. By submission of a proposal, Consultants acknowledge and agree that their proposal and any information contained therein may be disclosed by the City to interested members of the public, including other proposers. All responses to the RFP received become a matter of public record and shall be regarded as public records, except for those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Proposal Validity

All proposals, with associated costs, shall be considered valid and binding on the Consultant for a period of ninety (90) days after the proposal due date.

Electronic Documents

Consultants may be supplied with the original RFP documents in electronic form to aid in the preparation of proposal(s). By accepting these electronic documents, each Consultant agrees not to edit or change the language or format of these documents. Submission of a proposal by a Consultant signifies full agreement with this requirement.

Receipt of Proposals

Submitted proposal(s) must be properly addressed and received by the City prior to the date and time specified. The mere fact that the proposal was dispatched will not be considered; the Consultant must ensure that the proposal is delivered.

Proposals received after the date and time specified shall be returned and will be considered void and unacceptable. The City is not responsible for the lateness of the mail carrier, etc.; and the time/date stamp of receipt by the City Clerk's Office shall be the official time of receipt.

Alterations

Proposal documents cannot be physically altered or amended after the closing date. Alterations made before closing must be initialed by the Consultant to guarantee authenticity. Proposals may not be withdrawn after the proposal closing date, and each Consultant agrees to this stipulation upon submittal of its proposal. However, all proposals are subject to negotiation before an agreement is awarded as further described below.

Point of Contact and Communication

The Director of Public Works/Facilities is the designated "Point of Contact" for this RFP. Proposers must only communicate with the Point of Contact during the RFP submission and procurement process. Communications initiated by proposers to this RFP with members of the City Council, or officers, personnel or employees of the City, other than via the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this RFP submission and procurement process shall be submitted in writing to the Point of Contact as follows:

City of Bell Gardens
Attention: Bernardo Iniguez, Director of Public Works/Facilities
8327 Garfield Avenue
Bell Gardens, CA 90201
(562) 806-7770
Email: biniguez@bellgardens.org

The City shall not be responsible for any verbal communication between any employee of the City and any proposed Consultant outside of the communication procedures established in this RFP. Only written requirements and qualifications will be considered. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.

Proposers and proposers' representatives may not communicate with the City Council members about this RFP. In addition, proposers and proposers' representatives may not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City regarding this RFP until after Agreement Award. However, proposers and their representatives are not prohibited from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "proposer" or "proposer's representative" includes all of the proposer's employees, officers, directors, Consultants and agents, any subcontractors or suppliers listed in the proposer's proposal, and any individual or entity who has been requested by the proposer to contact the City on the proposer's behalf.

Reservations

The City reserves the right to accept or reject any or all responses received in response to this RFP. The City also reserves the right to waive any informality, technical defect or clerical error or irregularity in any response. The City's potential award of an agreement will not be based on any single factor, nor will it be based solely or exclusively on the lowest cost proposal. If an agreement is awarded, the award will be to the Consultant or Consultants who in the judgment of the City have presented an optimal balance of relevant experience, price, quality of service, work history and other factors which the City may consider relevant and important in determining which proposals are best for the City. Additionally, the City may, for any reason, decide not to award any agreements based on this RFP. The City reserves the right to cancel or modify this RFP. The City shall not be obligated to respond to any responses submitted, nor be legally bound in any manner by the submission of the response. The City reserves the right to negotiate deliverables and associated costs. There is no guarantee that the City will award an agreement.

Reimbursements

The Consultant shall be solely and exclusively responsible for all costs incurred in connection with the preparation and submission of the proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. The City is not liable for any costs incurred by a proposer in response to this RFP. Whether or not a Consultant is awarded an Agreement pursuant to this RFP, no proposer shall be entitled to reimbursement for any costs or expenses associated with the Consultant's participation in this RFP process.

Certification

Any proposal that does not contain all the information requested in this RFP will be considered incomplete and may be rejected by the City.

Funding

The City operates and is funded on a fiscal yearly basis. Accordingly, the City reserves the right to terminate, without any liability, any Agreement for which funding is not available.

Negotiations

Negotiations may be conducted with responsible Consultants who submit proposals that are reasonably susceptible of being selected. All Consultants reasonably susceptible of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview. Although this process will ultimately result in the award of a single Agreement, the City reserves the right to negotiate an Agreement with more than one firm.

Additional Information

During the proposal evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Consultants. The City also reserves the right to investigate the qualifications of the proposed Consultant(s) as it deems appropriate.

Award of Agreement

Award of any agreement resulting from this RFP will be by the City Council at a public meeting.

State and Federal Requirements

Since some of the City's projects and programs are funded through State or federal funds, the selected Consultant will comply with any applicable State or federal provisions, including but not limited to, the Community Development Block Grant (CDBG) Contract and Federal Provisions, which include Non-discrimination and Equal Employment Opportunity requirements, Conflict of Interest requirements, County Lobbying Certification, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, and Federal Lobbying Certification. Also, if applicable, selection of the Consultant will comply fully with the requirements of OMB Circular A-102 and all other federal procurement standards.

During the performance of the Agreement, the selected Consultant will agree to comply with the following CDBG Contract and Federal provisions:

1. Non-Discrimination and Equal Employment Opportunity

- A. The Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.
- C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.
- D. Executive Order 11246 requires that during the performance of this Agreement, Consultant agrees not to discriminate against any employee or applicant for

employment because of race, religion, sex, color or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Consultant setting forth the provisions of this nondiscrimination clause.

- E. Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701 et seq., requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- F. Title VI of the Civil Rights Act of 1964 provides that no person shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.
- G. Section 109, Title I of the Housing and Community Development Act of 1974 provides that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded in whole or in part with funds made available under this title.
- H. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified disabled individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply.

2. **Conflict of Interest**

The Consultant, its agents and employees shall comply will all applicable Federal, State and County laws and regulations governing conflict of interest including, but not limited to, 24 CFR Section 570.611 and 24 CFR Part 85, Section 85.36(b). The Consultant agrees to incorporate the language found in this Section, Conflict of Interest, in contracts using CDBG funds and subject to compliance with conflict of interest Federal, State and County laws.

The general rule shall be that no person described in the Persons covered section below of this Section, Conflict of Interest, who exercise, or has exercised any function or responsibilities with respect to CDBG activities, or who is in a position to participate in a decision making process or gain inside information with regards to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have

business or immediate family ties, during their tenure or for one year thereafter.

Persons covered-The conflict of interest provisions of this Section, Conflict of Interest, shall apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies, or of any subrecipients that are receiving CDBG funds.

The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of the Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the County or County of Los Angeles Community Development Commission. Upon execution of this Contract and during its term, as appropriate, the Consultant shall, disclose in writing to the County any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the County's and/or Commission's interest and the interests of the third parties.

3. Records and Audits

The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or any authorized representative, and will be retained five (5) years after the expiration of this Agreement unless permission to destroy them is granted by the CITY. (24 CFR Part 84, Sec. 84.53)

4. County Lobbying Certification

The Consultant certifies that:

- A. It is understood that each person/entity/firm who applies for a Community Development Commission contract, as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 9.-0031) and;
- B. That all persons/entity/firm who seek a contract with the Community Development Commission shall be disqualified therefrom and denied that contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

5. Consultant's Warranty of Compliance with County's Defaulted Property Tax Reduction Program:

- A. The Consultant acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Consultant qualifies for an exemption or exclusion, the Consultant warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with the County's Defaulted Tax Program, found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.
- B. Failure of the Consultant to maintain compliance with the requirements set forth in the "County's Defaulted Property Tax Reduction Program " shall constitute default under this Agreement. Without limiting the rights and remedies available to the City under any other provision of this Agreement, failure of the Consultant to cure such default within 10 days of notice shall be grounds upon which the City may suspend or terminate this Agreement pursuant to the County's Defaulted Property Tax Reduction Program found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

6. **Federal Lobbying Certification**

The Consultant certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosures Form to Report Lobbying", in accordance with its instructions.
- C. The Consultant shall require that the language of this certification be included in all subcontracts and that all subcontracts shall certify and disclose accordingly.

Familiarity with Caltrans Local Assistance Procedures Manual

The Consultant shall be familiar with the Caltrans Local Assistance Procedures Manual (LAPM) as demonstrated by experience on projects processed through the Caltrans Local Assistance Program. Projects financed in whole or in part with federal funds are also subject to Title 49 of the Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business

Enterprises in Department of Transportation Financial Assistance Programs.” The Consultant shall ensure that the Disadvantaged Business Enterprise Participation Level (DBE Goal) for each project is calculated and adhered to, either through meeting the goal or demonstrating a good faith effort to meet the goal. The Consultant will be required to adhere to any new federal requirements during the term of the Agreement.

Labor Compliance

The selected Consultant will comply with any applicable State or federal labor compliance requirements, including the paying of prevailing wages to certain classifications performing work under an agreement awarded as a result of this RFP, if the State Department of Industrial Relations (DIR) or a federal agency require the paying of such prevailing wages to certain classifications during the term of the agreement.

Consultant Dress Code, Appearance, and Equipment

The selected Consultant shall require each of its employees to adhere to industry standards of work ethic and attire. Shirts shall be worn at all times and shall be buttoned and tucked in. The Consultant’s employees shall have shirts with the Consultant’s company logo or wear Consultant-issued identification cards at all times while performing work on behalf of the City. No caps with insignias or designs other than the Consultant’s logo may be worn and no caps shall be worn backwards. The Consultant shall provide its employees all of the necessary equipment, vehicles, and apparatus needed to perform the services contained in this RFP.

SCOPE OF WORK

The primary goal of this RFP is to solicit proposals from qualified Consultants who can assist the City with municipal engineering services.

The Scope of Work is as follows:

A. City Engineer Retainer

The firm will provide a qualified individual to serve as the City’s designated “City Engineer,” who will report directly to the Director of Public Works/Facilities. The City Engineer shall be a registered professional civil engineer in the State of California for at least the past ten (10) years and have been assigned to serve the role of City Engineer in a California municipality within the past three (3) years. The retainer hours will be eighty (80) hours per month, with four (4) hours of regular weekly office hours at the Public Works Maintenance Yard office on Tuesdays and Thursdays from 1:00 p.m. to 5:00 p.m. For the remaining monthly retainer hours, the City Engineer will be available off-site for electronic or telephone communication with City staff, public officials, community leaders, developers, contractors, utilities, public agencies, and the general public. The City Engineer’s tasks may include, but not be limited to, the following:

1. Attend public meetings including, but not limited to, meetings of the City Council, Planning Commission, and Traffic and Safety Commission; and staff level meetings

with City staff, public officials, community leaders, developers, contractors, utilities, public agencies, and the general public.

2. Analyze the City's needs and prepare, recommend, and administer long- and short-range programs consistent with the economic capabilities of the City. This includes preparation of any and all documentation related to the City's annual Capital Improvement Program (CIP) project budgets.
3. Identify current and future CIP projects, recommend those future CIP projects to the Director of Public Works/Facilities for inclusion in the upcoming fiscal year's CIP project budget, and document budget, scope, schedule, status, organizational responsibility (including other Professional Engineering Firms) and funding sources for CIP projects.
4. Conduct bi-weekly CIP Update meetings, tracking all CIP projects, including current status, funding/budget status, and provide a bi-weekly CIP project report to the Director of Public Works/Facilities; coordinate with City staff and various consultants to deliver the City's CIP projects; and assist the Director of Public Works/Facilities with the management of the City's CIP including managing design consultants, consultant project managers, and consultant construction managers.
5. Review and comment on private development projects including private development construction plans, site plans, or subdivision maps for compliance with City adopted design standards, subdivision standards, including, but not limited to, review of the following:
 - a. Map Plans: Review tentative maps, final maps, easement deeds and lot line adjustments, and comply with the Conditions of Approval as set by City staff, City commissions, and the City Council. Consultant shall check and review map boundaries, metes and bounds, and field check final documentation prior to bond exoneration.
 - b. Hydrology and Hydraulics Plans: Review hydrology and hydraulic studies in compliance with Los Angeles County Drainage Design Standards, Hydrology Manuals, Local Drainage Manuals, and utilize appropriate Hydrology and Hydraulics software programs.
 - c. Street Improvement Plans: Review street, drainage, and traffic control plans in compliance with the following: City standards, Standard Plans and Specifications for Public Works Construction (Greenbook), MUTCD, Caltrans Highway Design Manual, Caltrans Traffic Manual, Caltrans Standard Plans and Specifications, Los Angeles County Hydrology Manuals, Local Drainage Manuals, the Americans with Disabilities Act, and California Title 24 requirements.
 - d. Structural Improvement Plans and calculations.
6. Provide general engineering consultation in connection with problems such as traffic

congestion, need for traffic calming, parking issues, street signs programs, water services, etc.

7. Recommend policies, regulations and/or ordinances pertaining to engineering matters.
8. Provide technical advice for the City's personnel assigned to Public Works maintenance activities.
9. Advise the City regarding engineering, construction financing, and grant funding opportunities available from other governmental agencies and, when so directed, prepare and initiate applications for such funding opportunities.
10. Make recommendations pertaining to land development project control.
11. Establish working relationships and coordination with all other public agencies and private utilities involving engineering matters affecting City.
12. Conduct field investigations of various engineering issues.
13. Assist the City with the processing of required federal, state and regional permits.
14. Assist the City with processing grant applications and administration of awarded grants.
15. Perform miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Director of Public Works/Facilities.
16. Establish working relationships with adjacent agencies, utilities, federal, state and regional agencies, and special districts.

B. As-Needed Traffic Engineer

The firm will provide a qualified individual to serve as the City's designated "City Traffic Engineer" on an as-needed basis. The City Traffic Engineer shall be a registered professional traffic engineer in the State of California for at least the past ten (10) years and have been assigned to serve the role of City Traffic Engineer in a California municipality within the past three (3) years. The City Traffic Engineer's tasks may include, but not be limited to, the following:

1. Advise and assist City's departments, commissions, committees, and the City Council on various traffic related issues and provide interface with regional and State transportation agencies.
2. Assess the potential traffic impact of proposed development/redevelopment projects.
3. When requested by the Director of Public Works/Facilities (or his/her designee), prepare engineering reports to the Traffic and Safety Commission in response to

requests for traffic control device installations and modifications, including, but not limited to, stop signs, crosswalks, traffic channelization, speed humps/bumps, parking restrictions, and speed zones; disabled parking requests; permit parking district requests; and any other traffic-related matters within the purview of the Traffic and Safety Commission.

4. Prepare grant applications for funding from federal, state, and regional/local agencies for traffic safety studies and improvements.
5. Identify, review, and develop recommendations for corrective measures at locations experiencing accident rates higher than normally anticipated.
6. Provide technical advice to City's staff in connection with the maintenance and operation of City's traffic signal facilities.
7. Conduct or review traffic engineering, traffic analysis, speed analysis, and transportation planning studies or project-specific traffic-related issues.
8. Provide comprehensive analyses of existing and projected traffic conditions.
9. Provide electronic traffic control device studies and design including, but not limited to, signs, signals, pavement markings, pedestrian flashers, and rectangular rapid flashing beacons.
10. Perform pedestrian studies including those to provide safe routes to school.
11. Review subdivision or new development projects involving traffic impact analyses.
12. Ensure compliance with traffic standards including, but not limited to, the CA Manual on Uniform Traffic Control Devices (CA MUTCD).
13. Perform miscellaneous traffic engineering services.

C. Public Works Permit Management and Inspection

The firm will provide a qualified individual to serve as the City's designated "Public Works Inspector." The Public Works Inspector shall have at least five (5) years of experience conducting public works inspections for municipal right-of-way or encroachment permits, and have performed public works inspection services in a California municipality within the past twelve (12) months. The Public Works Inspector will be available for eighty (80) hours per month, with office hours at the Public Works Maintenance Yard office from 8:00 a.m. to 10:00 a.m., Monday through Thursday, for permit management, processing, issuance, and counter inquiries; and field hours in the City for inspections and other site visits from 10:00 a.m. to 1:00 p.m., Monday through Thursday. The Public Works Inspector's tasks may include, but not be limited to, the following:

1. Receive, review, process Public Works permit applications; assess permit fees; and issue permits to applicants.
2. Handle public works permit and other engineering-related matters and inquiries at the Public Works Maintenance Yard office, including responding to inquiries from permittees or potential permit applicants.
3. Provide construction inspection/observation of permit work within the public right-of-way, including issuing correction notices, if necessary, and closing out finalized permits.
4. Provide a daily schedule of inspections to the Director of Public Works/Facilities.
5. Issue stop work notices for unpermitted work.
6. Maintain a log of Public Works permits, showing the permit status.
7. Ensure permittees are complying with minimum construction BMPs to prevent construction debris from entering the storm drain system.

D. As-Needed Water Engineer

The firm will provide as-needed water engineering services through a qualified Water Engineer at the request of the Director of Public Works/Facilities (or his/her designee). The Water Engineer shall be a registered professional civil engineer in the State of California for at least the past ten (10) years and have performed Water Engineer services in a California municipality within the past three (3) years. The Water Engineer's tasks may include, but not be limited to, the following:

1. Attend meetings regarding the City's Water System.
2. Review water policy issues for the City.
3. Assess the potential impact of proposed development and/or redevelopment projects on the City's Water System.
4. Prepare water studies, water master plans, water conservations plans, or other similar water-related plans.
5. Provide technical advice to City staff regarding the maintenance and operation of the City's water system.
6. Review potential regulations impacting the City's Water System.

7. Provide technical memorandums on recommended water treatment systems including, but not limited to, treatment for PFAS, metals, and other compounds or pollutants of concern affecting water quality.

E. As-Needed Development Engineer

The firm will provide as-needed development engineering services through a qualified Development Engineer at the request of the Director of Public Works/Facilities (or his/her designee). The Development Engineer shall be a registered professional civil engineer in the State of California for at least the past ten (10) years and have performed Development Engineer services in a California municipality within the past three (3) years. The Development Engineer's tasks may include, but not be limited to, the following:

1. Attend public meetings including, but not limited to, meetings of the City Council and Planning Commission; and meetings with City staff, public officials, community leaders, developers, contractors, and the general public.
2. Review and comment on planning programs and land development projects.
3. Provide general engineering consultation in connection with the business of the Community Development Department/Planning Division.
4. Review tentative and final tract and parcel maps, site plans, and other submittals for developments and make recommendations as to engineering matters until final action is taken by the City.
5. Review, check, and approve land divisions.
6. Check all improvement plans prepared by private developers for facilities under the jurisdiction of the City.
7. Establish performance and labor and material bond amounts when required and require posting of such securities and other development fees within the proper time sequence of such development review.
8. Provide field inspection during construction of such improvements by private developers and at the proper time, recommend notices of completion and acceptance of work.
9. Provide such necessary and related functions as are normal practice of the City in the City engineering review of private developments.

F. As-Needed Public Works/CIP Project Design, Project Management & Administration, Funding Management, Construction Management, Construction Inspection, and Labor Compliance Services

The firm will provide as-needed Public Works/CIP project design, project management & administration, funding management, construction management and inspection, and labor compliance services through qualified individuals at the request of the Director of Public Works/Facilities (or his/her designee). The firm's design phase and construction phase staff must each have at least five (5) years of experience of providing design phase and construction phase engineering services to municipalities in California and have performed these services for California municipalities within the past twelve (12) months. Plans, specifications, engineering reports and/or studies must contain a valid registered professional engineer/architect stamp from Consultant's staff, who shall be registered professionals in the State of California. The firm's tasks may include, but not be limited to, the following:

1. Public Works/CIP Project Design Services:

a. General Design Services

- i. Prepare preliminary and final design for Public Works/CIP projects, including, but not limited to, plans, specifications, design calculations, analyses and project design schedules as required by the conditions on the respective project.
- ii. Prepare plans and specifications in accordance with a format appropriate for the respective project including, but not limited to, City standard plans and specifications, "Greenbook" Standard Specifications for Public Works Construction and Standard Plans for Public Works Construction, Caltrans standards, or Construction Specifications Institute (CSI) standards.
- iii. Conduct all field, topographic, and control surveys; prepare all geotechnical studies and reports; obtain title reports for adjacent properties as required; and include survey by a licensed surveyor of all property lines and easements for anticipated right-of-way and easement acquisitions. All topographic survey, property lines, and easements shall be mapped and accurately provided in AutoCAD format for use during design.
- iv. Provide 30% conceptual plans, as well as 60%, 90%, and 100% plans, specifications, and estimate (PS&E) submittal packages for City review.
- v. Prepare project cost estimates and perform field reviews as needed.
- vi. Perform peer review services for general compliance.
- vii. Prepare utility coordination letters and coordinate with all utilities to obtain existing utility record plans, as-builts, schematics, etc. The existing utility information shall be shown on the final design plans.

- viii. Prepare feasibility studies as needed.
- ix. Prepare final bid documents incorporating all comments from previous reviews. Final plans shall be plotted electronically to PDF in full size, and shall be signed by the engineer in responsible charge licensed in the State of California.
- x. Attend pre-bid meetings to address any questions about the project.
- xi. Assist in the preparation of any necessary addenda that may be required.
- xii. Review and respond to contractors Requests for Information as well as review and approve submittals.
- xiii. Attend pre-construction meetings.
- xiv. Review, prepare and approve shop drawings.
- xv. Coordinate with pertinent regulatory agencies, stakeholders, material and equipment suppliers and assist the City with obtaining approvals and permits as may be required from applicable agencies including, but not limited to, Los Angeles County, Metropolitan Water District, Metropolitan Transportation Authority, Caltrans, or other federal, state, regional, and local agencies.

b. Land Surveying

- i. Provide field and office land surveying services for the construction of municipal improvements including, but not limited to, facilities, streets, traffic signals, walls, bridges, trails, storm drains, channels, and utilities. All work is to be performed under the direct supervision and charge of a registered land surveyor in the State of California.
- ii. Land surveying services may include the following:
 - 1. Monument perpetuation in compliance with California Business and Professions Code, Section 8771
 - 2. Geographical Positioning Systems (GPS)
 - 3. Topographical and preliminary design surveys
 - 4. Aerial Photography
 - 5. Construction survey staking and earthwork
 - 6. "As built" surveys/plans of completed improvements
 - 7. Title and records research for right-of-way engineering, property acquisitions, dedications, vacations, and boundary surveys
 - 8. Preparation of legal descriptions for easements, dedications, and leases
 - 9. Preparation of survey records, corner records, parcel maps, tract maps, and lot line adjustments

c. Environmental Compliance and Permitting

- i. The Consultant shall be responsible for determining all environmental or jurisdictional permits and clearances required to deliver the respective project. Based on the assessment, the Consultant shall prepare, submit all required permit applications, environmental review documentation, and related documents for processing by the City; and obtain all required environmental or jurisdictional permits required by federal, state, local, and jurisdictional agencies to ensure the project is cleared for construction.
- ii. The Consultant shall prepare appropriate California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation and any associated technical studies, if applicable, that are required to clear the project for construction. The documentation may include, but not be limited to, the following:
 1. Initial Study
 2. Mitigated Negative Declaration
 3. Negative Declaration
 4. CEQA/NEPA Compliance
 5. Environmental Impact Statement/Environmental Impact Report
 6. Biological Assessment
 7. Regulatory agency permitting
- iii. The Consultant shall prepare a schedule of permits with the required timelines to ensure each permit is obtained prior to the start of construction.
- iv. The Consultant shall prepare all environmental documents in preliminary and final draft stages for City review, and shall incorporate any comments made during the preliminary document review.
- v. If applicable, the Consultant shall coordinate and manage the environmental document approval process, including all public review and hearings that may be required.

d. Geotechnical Engineering and Materials Testing

- i. The Consultant shall provide Geotechnical Engineering and Materials Testing Services including, but not be limited to, the following:
 1. Laboratory testing
 2. Materials sampling and field testing
 3. Drilling/subsurface exploration; pavement coring
 4. Geophysical Investigation
 5. Pavement rehabilitation evaluation/recommendation; identify pavement dig-out areas for pavement resurfacing projects.
 6. Geological/Geotechnical Engineering
 7. Source Inspection Quality Management Plan (SIQMP) Reports

8. Materials/Foundation/Geotechnical Design Reports
9. Soils Reports
10. Specialty Testing

e. Landscape Architectural Services

- i. The Consultant shall provide Landscape Architect Services for City parks, trails, street medians and parking lots, including dog parks and other approved park projects, through a California-licensed landscape architect in the State of California for at least the past ten (10) years and have performed landscape architectural services in a California municipality within the past three (3) years. These services will include, but not be limited to, the following:
 1. Landscape architecture, including preparation of plans, specifications, estimates, and scheduling.
 2. Complete data collection including, but not limited to, file review, General Plan review, scoping meetings, boundary and topographic surveying, research of existing utility locations, and engineering studies.
 3. Coordinate with City staff and consultants for CIP projects and other City projects.
 4. Provide conceptual design and alternative development plans and schematic plans including 3D modeling and videos of the project, as needed.
 5. Conduct informational workshops, monthly status meetings, and presentations to City officials, as needed.
 6. Provide information regarding any additional services that may benefit the City.
 7. Other related services as requested/directed by the Director of Public Works/Facilities.

2. Project Management & Administration:

a. The Consultant shall perform the following tasks:

- i. Assist City staff in scoping, developing, and scheduling capital projects.
- ii. Prepare RFQs and RFPs, as necessary.
- iii. Assist City staff with coordination with other City departments, agencies, utilities, and community as required; monitoring budget and schedule; community outreach as required; and serving as the City's owner representative in all aspects of the project process, if directed by the Director of Public Works/Facilities.

3. Funding Management:

- a. The Consultant shall manage the local, state, or federal funding and reporting to the respective funding agencies including Caltrans, Metro, FHWA, FTA, HUD, State Parks, etc.

4. Construction Management and Inspection Services

- a. The Consultant shall provide professional engineers/construction managers with significant experience in administering Public Works/CIP projects. The proposed Consultant staff will be well versed in all aspects of construction administration including, but not limited to, project scheduling, project controls, project management, partnering, and claims resolution, in order to ensure project completion on time and within the established budget of the respective project. Projects in the City vary in size, magnitude, and scope including, but not limited to, street improvements, facility improvements, park improvements, storm drain, pipeline or utility improvements, and traffic signal improvements. The Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks:
 - i. Provide and maintain contract administration and full-time project inspection for the duration of each respective project.
 - ii. Coordinate meetings with City representatives, contractors, and other agencies related to the project, including scheduling and chairing of pre-construction meetings and progress meetings; providing assistance in responding to all questions in a timely manner and preparing meeting minutes.
 - iii. Establish coordination and communication procedures among project participants.
 - iv. Provide videotape and photographic documentation of project site prior to and during construction.
 - v. Assist the City's representatives in conducting and coordinating field meetings with contractors and act as the City's liaison for coordination and communication with other agencies, engineers, and architects as needed.
 - vi. Coordinate with design engineers and project managers on design issues encountered during construction.
 - vii. Coordinate and facilitate coordination with utility companies and the contractor.
 - viii. Provide public outreach services as required.
 - ix. Review the project contract documents and perform a constructability review.
 - x. Review the contractor's submittals in accordance with the requirements of the project specifications and the City's requirements prior to final approval.

- xi. Review and respond to all project Requests for Information (RFIs) in a timely manner.
- xii. Review and facilitate submittals and shop drawings.
- xiii. Establish and implement procedures for processing and expediting RFIs/Requests for Clarification (RFCs), approval of shop drawing submittals, approval of material and equipment sample submittals, approval of contract schedule adjustments, negotiate and recommend for approval of change orders, substitutions and review and recommend for approval of payment requests; and provide document management including maintain logs for RFIs/RFCs, change orders, submittals, Requests for Quotations, Correction Notices, Stop Work Notices, and other related construction documents.
- xiv. Log compliance with environmental documentation and stormwater compliance, including the proper implementation of construction stormwater best management practices (BMPs).
- xv. Review, negotiate, process, and monitor contract change orders with the City's approval.
- xvi. Review extra work invoices and time and material tickets.
- xvii. Provide construction inspection and quality control services; including ensuring the scheduling of any applicable specialty inspections that may be required for a project, including for concrete work, electrical/telemetry, structural, and equipment testing; and ensure specialty inspectors have all necessary certifications.
- xviii. Ensure the contractor is complying with all applicable permitting requirements, agency requirements, local regulations, and utility requirements.
- xix. Verify that contractor used proper materials and equipment, and that all street and facility construction, street restoration, and site improvements are properly completed in accordance with the plans and specifications.
- xx. Verify protection of existing survey monuments and their restoration, including informing the contractor of these requirements at the pre-construction meeting.
- xxi. Ensure the contractor is implementing minimum construction BMPs or BMPs prescribed by the construction SWPPP for sites covered by the State General Construction Activity Stormwater Permit.
- xxii. Provide construction material testing, geotechnical testing, and

compaction testing.

- xxiii. Review material testing for compliance with the contract documents.
- xxiv. Monitor the contractor's safety program and performance as required for compliance with Cal/OSHA; and identify and issue notices to the contractor for any safety concerns or violations.
- xxv. Participate and assist in conducting final inspection, testing, and release of facilities.
- xxvi. Review and approve record drawings at project completion.
- xxvii. Assist in preparation of daily pay estimates in accordance with the inspection daily report.
- xxviii. Assist in preparation of contractor's monthly pay estimates.
- xxix. Report all unresolved issues and potential claims to the City's representative in writing on daily basis; evaluate all contractor claims and coordinate the resolution of conflicts in the plans and/or specifications, contractor-suggested design changes, and design changes necessitated by unforeseen field conditions.
- xxx. Review contractor's CPM schedule and monitor updates on a weekly basis.
- xxxi. Provide weekly status updates and comprehensive monthly reports with construction updates; with the monthly reports consisting of the project progress, any compliance issues, and most recent logs for submittals, change orders, RFIs, materials testing, project photos, and any other pertinent information concerning the status of the project.
- xxxii. Prepare the preliminary and final project punch list and verify completion of punch list items by the contractor for final acceptance by the City.
- xxxiii. Monitor the maintenance of the project record drawings during construction and the final preparation of "as-built" drawings after project completion.
- xxxiv. Assist in project closeout; prepare all documentation needed for project closeout, including assembling all warranties, guarantees, and operation and maintenance manuals.
- xxxv. Submit a final construction management report summarizing the project history, including major problems, claims and recommendations, and actions taken for corrective action.

- xxxvi. For most typical Public Works/CIP projects, full time inspection will be 8 hours per day and construction management will be 4 hours per day for the duration of the project; subject to modification based on the actual project scope.

5. Labor Compliance:

- a. The Consultant shall coordinate with the City's Labor Compliance Consultant for the necessary labor compliance monitoring for each respective Public Works/CIP project. If the City's Labor Compliance Consultant cannot provide the necessary labor compliance services, then the Consultant shall provide these services. These services shall include, but not be limited to, the following:
 - i. Provide labor compliance services for construction project activities with reporting as required by federal, state, or county regulations as needed.
 - ii. Review certified payroll and conduct on-site interviews as required.
 - iii. Prepare final reporting documents in a format in accordance with granting agency requirements.
 - iv. Assist the City in preparing for any project audits.
 - v. Attend audits in support of staff and ensure that the proper documents are available.

Federally funded project caveat. The City intends to construct during the duration of the agreement multiple transportation projects that are state and federally funded. In addition to the services described above, these projects may require additional or specific services as described below in compliance with the Caltrans Local Assistance Procedure Manual (LAPM). The selected Consultant shall perform site investigations, cost estimating, planning, land surveying, preliminary engineering, civil engineering design, construction support and other services as deemed necessary by the City for which the Consultant is qualified related to federal and state funded projects, and charge these services in accordance with the categories above. The Consultant may provide services to the City including, but not limited to, the following:

- Project Management – The Director of Public Works/Facilities will serve as the contract manager and direct liaison between the Consultant and Caltrans District No. 7 Division of Local Assistance. The Consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes, but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the City and the Consultant's subcontractors, and preparing all submissions for the City to submit to Caltrans

Local Assistance.

- Preliminary Engineering Studies – Develop general project locations and design concepts and related activities needed to establish the parameters for final design such as Geometrics, Hydraulics, Geotechnical, Bridge, Landscape Architecture, Traffic Operations, Electrical, ITS Elements, etc.
- Surveys and Mapping – The Consultant shall be responsible for data collection, mapping and surveying necessary for preliminary engineering, design, cost estimates, right-of-way impacts, and the level of environmental clearance. The scope of comprehensive base mapping and surveying includes, but is not limited to, Control Surveys, Aerial Photogrammetry, Design Level Topographic Surveys, Right-of-Way mapping and property boundary mapping required for property acquisitions, and a Record of Survey.
- Environmental Studies and Documentation – Complete the environmental review; including preparation of Caltrans Preliminary Environmental Study and all other technical studies and documents required to comply with CEQA and NEPA and to obtain environmental clearance from Caltrans.
- Utility Coordination – Submit improvement plans to utility companies in accordance with their requirements. Coordinate utility relocations, including relocation of the utility poles, as needed. Prepare all documentation required to obtain utility clearance from Caltrans.
- Right of Way Phase & Determination – The Consultant shall prepare the Request for Authorization to advance a project to the Right of Way Phase using procedures outlined in the Caltrans Local Assistance Procedures Manual. When authorized, the Consultant shall review right-of-way records and establish additional right-of-way along the entire alignment, if necessary. The Consultant shall prepare all documents required to obtain right-of-way clearance from Caltrans. The Consultant shall also support City staff in negotiations with property owners for property acquisition and in coordinating improvements affecting improvements on private property and necessitating Temporary Construction Easements.
- Design – Design the improvements and prepare the plans, specifications, and estimates in accordance with Caltrans Standards and AASHTO Geometric Design guidelines to achieve project objectives. The Consultant shall examine and present project alternatives, as necessary, which complete project goals within construction budget. PS&E shall be submitted to the City at 30%, 60%, 90%, and final contract documents.

- Construction Phase Authorization – The Consultant shall prepare the Request for Authorization to advance the project to Construction using procedures outlined in the Caltrans Local Assistance Procedures Manual.
- Bid Process – Provide an electronic copy of the final approved plans and specifications, a mylar copy of the final approved plans, and a hard copy of the final approved specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format. The Consultant will be responsible for making copies of contract documents and will distribute them to plan rooms and contractors. The Consultant shall respond to questions that arise during the bid phase and prepare addendums which will be distributed by the City, as necessary.
- Construction Support – The Consultant shall provide support during construction to the City. This shall include, but not be limited to, review of submittals and shop drawings, responding to Requests for Information, modifications to the design in response to changed conditions encountered during construction, and assistance in the review and analysis of proposed Change Order proposals. Attendance at weekly progress meetings may be required.
- Grant Administration – The Consultant shall prepare Requests for Authorization (RFA) to Caltrans Local Assistance for the various phases of work including, but not limited to, the following: 1) Preliminary Engineering (PE) & DBE Goal Setting; 2) Right of Way (R/W); 3) Utility Relocation (RW/UTIL); and 4) Construction (CON). Consultant shall prepare the Award Package and Final Report of Expenditures to Caltrans and shall assist the City in the preparation of federal and state invoices and requests for reimbursement. These services shall be in accordance with Caltrans Standards, FHWA Standards, and the City's Standards.

G. As-Needed Other/Additional Public Works Engineering Services

At times, the City may require other/additional Public Works engineering and administrative services. The firm will provide as-needed other/additional Public Works engineering services through qualified individuals at the request of the Director of Public Works/Facilities (or his/her designee). The firm's other/additional Public Works engineering staff must each have at least five (5) years of experience of providing miscellaneous engineering-related services to municipalities in California and have performed these services for California municipalities within the past twelve (12) months. The firm's tasks may include, but not be limited to, the following:

1. Project administration, grant administration, and contract administration for projects or programs not related to Category F (Public Works/CIP Projects).

2. Miscellaneous engineering services as needs arise.

H. NPDES Stormwater Compliance Consultant Services

The City is subject to various stormwater requirements contained in the Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit and State General Construction and General Industrial Activity Permits (CGP and IGP) issued by the Los Angeles Regional Quality Control Board (RWQCB) and the State Water Resources Control Board (SWRCB), respectively. The City is also subject to the conditions contained in the Los Angeles River Upper Reach 2 Watershed Management Group (LARUR2-WMG) Watershed Management Program (WMP) and Coordinated Integrated Monitoring Programs (CIMP); and the requirements and conditions contained in the Safe, Clean Water Program (Measure W), of which the City is a recipient of Municipal and Regional Measure W funds. The Consultant will provide the City with NPDES Stormwater Compliance Consultant Services with Consultant staff possessing any required stormwater certifications to achieve and maintain compliance with the requirements and/or conditions contained in the MS4 NPDES Permit, CGP, IGP, LARUR2-WMG WMP and CIMP, and the Measure W ordinance. The firm’s tasks will include, but not be limited to, the following:

1. Stormwater Management Program Minimum Control Measures Compliance.

The Consultant will ensure compliance with the requirements for Progressive Enforcement and Interagency Coordination, Public Information and Participation Program, Industrial/Commercial Facilities Program, Planning and Land Development Program, Construction Program, Public Agency Activities Program, Illicit Discharge Detection and Elimination Program contained in the most recent MS4 NPDES Permit (currently Order R4-2021-0105, NPDES No. CAS004004) and the most recent LARUR2-WMG WMP. These tasks will include, but not be limited to, the following:

a. Industrial/Commercial Facilities Program

The Consultant shall perform the following:

Track Critical Industrial/Commercial Sources
Review City databases to determine inventory of industrial/commercial facilities subject to a stormwater inspection
Track facilities (industrial and commercial sources) using a GIS-based inventory using an electronic database
Track inspection reports and enforcement actions with an electronic database
Educate Industrial/Commercial Sources
Notify facility operators of applicable Best Management Practice (BMP) requirements
Develop and implement a Business Assistance Program
Develop educational materials to be distributed to facilities
Inspect Critical Industrial/Commercial Sources

Inspect State NPDES Permitted industrial facilities for proper BMP implementation
Inspect commercial/light industrial facilities for proper BMP implementation
Inspect eating establishments and nurseries for proper BMP implementation
Verify the implementation of the Commercial and Industrial Source Control BMPs identified on Table 6 of the MS4 NPDES Permit
Ensure Compliance (Implement Progressive Enforcement)
Follow-up at non-compliant facilities within 4 weeks
Prepare formal violation notices following City's municipal code
Manage program and implement quality assurance/quality control (QA/QC) procedures
Train City staff

The Consultant will keep track and inform the City of when the required Industrial/Commercial Facilities Control Program inspections will need to be conducted in order to remain in compliance with the MS4 NPDES Permit and LARUR2-WMG WMP. The Consultant will perform the industrial/commercial facility stormwater inspections with the following minimum program elements: (1) tracking, (2) education, (3) inspection, and (4) ensuring compliance with the municipal ordinance at industrial and commercial facilities that are critical sources of pollutants in stormwater.

The City will issue the Consultant a separate Request for Service or Task Order for each round of industrial/commercial facility stormwater inspections.

The Consultant's industrial/commercial facility stormwater inspections will include the following components:

i. Information Gathering

The Consultant will gather the following information during the inspection of each industrial or commercial facility to assist the City in updating its watershed-based inventory as required by the RWQCB:

- (1) Name of facility;
- (2) Name of owner/operator and contact information;
- (3) Address of facility (physical and mailing);
- (4) The latitude/longitude coordinates;
- (5) Standard Industrial Classification (SIC) code;
- (6) North American Industry Classification System (NAICS) code (optional);

- (7) A narrative description of the activities performed and/or principal products produced;
- (8) Status of exposure of materials to storm water;
- (9) Name of receiving water;
- (10) Identification of facilities that have active coverage under the SWRCB's General NPDES Permit for the Discharge of Storm Water Associated with Industrial Activities (Industrial General Permit) or other individual or general NPDES permits. For facilities with active coverage under the Industrial General Permit, the type of coverage (i.e., Notice of Intent or No Exposure Certification) and the Waste Discharge Identification (WDID) number shall be included;
- (11) Identification of facilities that have filed a Notice of Non-Applicability (NONA) or any applicable waiver issued by the LARWQCB or the SWRCB pertaining to stormwater discharges;
- (12) Date and description of outreach; and
- (13) Date(s) of inspection(s).

ii. Inspections

The Consultant will list the number of industrial/commercial facilities subject to a stormwater inspection based on the City's most recent business license inventory or other readily available database of industrial/commercial facilities subject to a stormwater inspection including, but not limited to, restaurants, auto repair/services facilities, retail gas stations, and industrial facilities. The Consultant will ensure industrial/commercial facility stormwater inspections are conducted by qualified and certified stormwater inspectors as required by the MS4 NPDES Permit. The Consultant shall update the inventory of critical sources at least once every two years on behalf of the City. The update shall be accomplished through collection of new information obtained through field activities or through other readily available inter- and intra-agency informational databases (e.g., business licenses, pretreatment permits, sanitary sewer connection permits, and similar information).

iii. Education

The Consultant will notify the owner/operator of each of its inventoried commercial and industrial sites of the BMP requirements applicable to the site/source. The Consultant's inspector will provide the owner with the required BMP information on a City approved handout. More specifically, the Consultant's inspector will distribute stormwater pollution prevention educational materials to operators of auto facilities, restaurants, industrial facilities, and mobile businesses. This will also meet the requirement of the City to implement a Business Assistance

Program to provide technical information to businesses to facilitate their efforts to reduce the discharge of pollutants in stormwater.

iv. Schedule

The Consultant will provide a schedule for the completion of the required industrial/commercial facility stormwater inspections, including any required reinspection due to violations. The Consultant will provide the City with inspection records and provide the information to the City in an electronic database. For facilities with violations, a reinspection will be completed within 4 weeks of the initial inspection. A notice of compliance/violation will be forwarded to the owner within one week of the inspection notifying them of the violation and informing them of the reinspection.

v. Scope of Industrial/Commercial Facilities Stormwater Inspections

Commercial Facilities: The Consultant will inspect commercial facilities subject to a stormwater inspection every two years. The Consultant will inspect these facilities to confirm that stormwater and non-stormwater BMPs are being effectively implemented in compliance with municipal ordinances. At each facility, inspectors shall verify that the operator is implementing effective source control BMPs for the pollutants generated by the commercial activity. Likewise, for those BMPs that are not adequately protective of water quality, the Consultant, as authorized by the City, may require a commercial facility to install additional site-specific controls. Each inspection shall be documented by an inspection report that includes a summary of the inspection, conclusion, and photos.

Industrial Facilities: The Consultant will inspect industrial facilities subject to a stormwater inspection every two years for facilities that have exposure to stormwater and every five years for facilities that do not have exposure to stormwater. The Consultant will inspect these facilities to confirm that:

- (1) The facility is either enrolled in the Industrial General Permit (i.e., has an active WDID number) or has submitted a NONA application to the Los Angeles Water Board.
- (2) A Storm Water Pollution Prevention Plan (SWPPP) is developed and available at the facility.
- (3) BMPs are being effectively implemented at the facility for all pollutants of concern.

The Consultant shall document each inspection with an inspection report that includes a summary of the inspection, conclusion, and photos. The Consultant will also inform the RWQCB and/or SWRCB, within 2 weeks after conducting the inspections, of any industrial facilities subject to coverage under the IGP that do not have evidence of coverage through a current WDID number or a

No Exposure Certification.

b. Planning and Land Development Program

The Consultant shall perform the following:

Program Implementation
Ensure the City has prepared and adopted a Low Impact Development (LID) ordinance
Review or ensure LID plans/Standard Urban Stormwater Mitigation Plans (SUSMPs) are reviewed
Prepare SUSMP/Post-construction BMP Maintenance Agreements/Covenants and ensure they are executed by the project developer/property owner, and recorded by the L.A. County Registrar-Recorder, if applicable
Track projects and BMPs in an electronic database
Track all inspection reports and enforcement actions
Conduct BMP verification inspections
Notify existing SUSMP sites of maintenance requirements
Conduct BMP maintenance inspections
Conduct follow-up activities at non-compliant projects
Manage Program, Implement QA/QC Procedures
Train City staff

c. Development Construction Program

The Consultant shall perform the following:

For sites less than one acre: review erosion control plans and track, inspect, and conduct follow-up site visits
Inventory construction sites (>1 acre)
Update the inventory of construction sites >1 acre monthly
Track site inventory, inspections, and enforcement actions using an electronic database
Review and approve Construction SWPPPs prior to the City's issuance of land disturbance permits
Inspect >1 acre construction sites monthly for proper BMP implementation
Ensure compliance (implement progressive enforcement)
Follow-up at non-compliant facilities within 4 weeks
Prepare formal violation notices following City's municipal code
Train City staff
Train plan reviewers and permitting staff in BMP standards and SWPPP requirements
Train construction site inspection staff in BMP standards and SWPPP requirements
Manage Program, Implement QA/QC Procedures

The Consultant will coordinate the annual mandatory training sessions with pertinent City staff. Training topics will include the key components of the QSP and QSD

Programs. The Consultant will update and revise training documentation as necessary and will make the materials available for distribution to pertinent City staff. Turn-around time for SWPPP review will be two weeks. Inspections at State-permitted construction sites will be conducted once per month. Inspections at sites disturbing less than one acre but with enhanced control measures that exceed the minimum requirements will also be inspected once per month. Enforcement actions, when necessary, will be issued within one week. Follow-ups will be conducted within the timeframe provided in the enforcement action.

d. Public Agency Activities Program

The Consultant shall perform the following:

Public Construction Activities (addressed by Development Construction Program)
Inventory Public Facilities for 24 categories of public facilities, including pollutants sources
Inventory Existing Development Retrofit Opportunities
Identify and rank candidate retrofit areas using watershed model/screening tools
Public Agency Facility and Activity Management
Develop language to require contractors to implement BMPs
Landscape, Park and Recreational Facilities Management
Develop Integrated Pest Management Policy
Storm Drain Operation and Maintenance
Prioritize catch basins
Assist with installation of trash capture devices in high priority areas
Municipal Employee and contractor Training
Train staff in targeted positions of requirements of Public Agency Activities Program
Manage Program, Implement QA/QC Procedures

e. Illicit Discharge Detection and Elimination Program

The Consultant shall perform the following:

Ensure illicit discharges are investigated and eliminated
Develop written procedures for illicit discharge investigation and elimination
Investigate illicit discharge complaints and prepare investigation reports
Conduct follow-up investigation to verify elimination of detected illicit discharges
Public reporting of non-stormwater discharges and spills
Develop written procedures for tracking complaints
Document complaints and investigations
Develop Spill Response Plan
Provide illicit connection and illicit discharge education and training
Train City staff on illicit discharge identification, elimination, clean-up, reporting, and documentation
Manage Program, Implement QA/QC Procedures

f. Public Information and Participation Program

The Consultant shall perform the following:

Public Participation: Participate in a City event to promote public involvement in pollution prevention (as needed)
Develop Residential Outreach Program
Prepare article for City media outlet
Develop educational materials to address vehicle, house, yard, animal, and construction wastes
Distribute materials at points of purchase (auto parts, home improvement, pet/feed stores, etc.)
Ensure City's Public Works environmental/stormwater webpage contains required educational items
Ensure educational materials are provided to school children (if not addressed by L.A. County program)
Manage Program, Implement QA/QC

g. Watershed Management/TMDL Programs

The Consultant shall perform the following:

Provide as-needed assistance with program development for any applicable Total Maximum Daily Loads (TMDLs) including, but not limited to, Bacteria, Metals, and Trash TMDLs:
Watershed Control Measures: Provide as-needed assistance with implementation efforts, such as:
Public LID retrofit projects and green streets projects
Nonstructural and institutional watershed control measures
Non-stormwater discharge source identification
Trash Amendments compliance
Ensure compliance with monitoring efforts undertaken by LARUR2-WMG WMP watershed consultants
Adaptive Management: Provide as-needed assistance with program developments
Representation: Provided as-needed CITY representation at LARUR2-WMG WMP meetings, Lower Los Angeles River WASC meetings, and any other stormwater-related meetings as requested by the Director of Public Works/Facilities

h. Monitoring and Reporting Program

The Consultant shall perform the following:

Reporting: Prepare the MS4 NPDES Annual Report, including MS4-related TMDL Reporting
Reporting: Prepare the Semi-Annual MS4 NPDES Report, including MS4-related TMDL Reporting
Ensure compliance with monitoring efforts undertaken by LARUR2-WMG WMP

and CIMP watershed consultants; if LARUR2-WMG no longer provides this monitoring, then Consultant shall coordinate any necessary monitoring

Preparation of the Annual Report will include a first draft for review by the Director of Public Works/Facilities two months prior to the annual submittal deadline, and a final draft for final review by the Director of Public Works/Facilities one month prior to the annual submittal deadline.

2. General Stormwater Compliance Consultant Assistance.

The Consultant shall perform the following:

Represent City at relevant NPDES-related or Measure W-related meetings and update City staff
Provide program updates to City staff and elected officials
Provide assistance with the MS4 Permit renewal process, representing City interests in negotiations and communications with the RWCB, SWRCB, or U.S. EPA.
Provide assistance with other stormwater-related tasks as requested by the Director of Public Works/Facilities
Assist City staff with overall program management for MS4 NPDES Permit compliance (including preparation of documents for reports to the County and RWQCB)
Provide inventory of City facilities that are a potential source of stormwater pollution
Provide inventory of existing development to identify potential locations with retrofitting opportunities
Develop BMPs for mitigation of stormwater pollution at City facilities
Evaluate City's landscape management program to ensure protocols are in place to properly manage application and storage of pesticides and fertilizers to prevent stormwater pollution
Assist City staff with public education/outreach activities, as requested by City.
For development projects, ensure the City is issuing technical approval of SWPPPs and LID/SUSMP Plans
Inspect construction sites to ensure correct installation and operation of BMPs
Post construction, conduct annual maintenance inspections to ensure correct operation of BMPs and LID Plans.
Provide Measure W program administration including, but not limited to, preparing draft Measure W Annual Plans, draft Measure W Annual Reports, and Draft Measure W Quarterly Reports, including providing all required technical or engineering information by a licensed engineer in the State of California, for review by the Director of Public Works/Facilities at least one month prior to the submittal deadline to L.A. County Flood Control District (LACFCD); and submit the finalized plans or reports to LACFCD if directed by the Director of Public Works/Facilities

The Scope of Work may be modified through negotiation and/or by written addendum after the Agreement is approved.

METHOD OF COMPENSATION

Work Item	Compensation Method
City Engineer Retainer	Lump sum per month
Traffic Engineer Retainer	Lump sum per month
Public Works Permit Management and Inspection	Hourly rates
As-Needed Water Engineering	Hourly rates
As-Needed Development Engineering	Hourly rates
As-Needed Public Works/CIP Project Design, Project Management & Administration, Funding Management, Construction Management, Construction Inspection, And Labor Compliance Services	Design fees based on percentage of the estimated cost of construction. Construction fees based on percentage of average of three (3) lowest bids. If only two (2) bids are received, the average of the two (2) bids will be used. If only one (1) bid is received, the actual bid amount will be used.
As-Needed Other/Additional Public Works Engineering Services	Hourly rates, not-to-exceed a negotiated scope and lump sum.
NPDES Stormwater Compliance Consultant Services	Hourly rates

PROPOSAL FORMAT AND CONTENT REQUIREMENTS

The following instructions describe the form in which proposals must be submitted.

Responses to the following items will be used for proposal evaluation. Proposals that do not contain responses to each of the requirement items will be considered incomplete and may be rejected.

Proposal documents should provide a straightforward, concise description of the Consultant's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City. The requirements stated do not preclude a Consultant from furnishing additional reports, functions, and costs as deemed appropriate.

The proposal must contain the following elements:

1. Transmittal Letter:

- a. A letter of transmittal signed by an individual authorized to bind the proposer stating the proposer has read and will comply with all terms and conditions of the RFP. The transmittal letter will contain, at a minimum: a) company name and address; and b) an executive summary briefly describing the proposer's ability to perform the work requested, a history of the Consultant's background and experience providing services, and a description of the firm's understanding of the City's needs.
- b. Conflict of Interest Statement: The Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this Agreement. Particular attention should be paid to compliance with Government Code section 1090.

2. Methodology

- a. Include description of a) the approach and methodology to be taken in addressing each component in the scope of work, b) a listing of the specific tasks, milestones and deliverables required to properly perform the requested services, and c) a workplan showing proposed hours for each retainer service, availability of team members, quality assurance & supervision.
- b. The City will expect the selected Consultant to adhere to the established methodology and workplan.

3. Management and Staffing:

Describe the management and staffing configuration to be utilized to complete each component of the scope of work. Describe the qualifications of staff to be assigned to the City, their title, and types and amount of equivalent experience. Resumes of all proposed personnel must be included. The proposal must indicate who will have primary responsibility for the requested services. The proposal must also identify any proposed subcontractors or subconsultants that are integral to the proposed team.

4. Minimum Qualifications, Prior Related Experience, and References

- a. Firms or individuals must demonstrate competence and capability to satisfactorily perform the scope of work. Firms must have at least ten (10) years of experience providing municipal engineering services in California. Proposals that do not meet the minimum qualifications will be determined nonresponsive and ineligible for award. The proposer must provide evidence to show that the firm and members of the proposer's project team possess the specific minimum experience,

qualifications, competence, resources, and business integrity as specified in the scope of work that are necessary to carry out the work under the contract as expected. Examples of evidence include, but are not limited to resumes, letters of reference, and project/service summaries that highlight the team's specific experience.

- b. A list of at least five (5) professional references, three (3) of which shall be from a municipal or public agency. This client reference list must be included as an appendix to the proposal and must include the following information for each reference listed: a) complete description of the work/services provided, b) the time period for the work/services provided, c) the name and contact information of the client, including telephone number and/or address, and d) the key managers and professionals assigned to the work/services. The information concerning the work/services provided for each respective client must be no more than five (5) years old.

5. Cost and Pricing:

- a. Proposals must include the Proposal Price Sheet attached as Attachment "B."
- b. For as-needed non-retainer services, proposals must include staff hourly rates, plus any other proposed costs such as mark-ups, overhead, travel, etc. An hourly fee/rate schedule must be submitted with the proposal. If the scope of work is substantially modified, the extra cost or credit must be negotiated based on the submitted hourly fees/rates.

6. Additions or Exceptions:

- a. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all the Consultant's exceptions to the provisions and conditions of the attached City standard professional services agreement attached as Attachment "C."

7. Pending Litigation:

Include an explanation and status, if in the last five years, the firm or an office or principal of the firm has been involved in any substantiated complaints, litigation, legal proceedings, or investigations by a regulatory authority.

8. Insurance:

Evidence of commercial liability, professional liability, and workers compensation insurance coverages must be included. Insurance requirements are listed on the sample agreement attached as Attachment “C.”

EVALUATION CRITERIA

The award of an agreement will be made to the most qualified Consultant(s) whose proposal complies with the prescribed requirements. The City reserves the right to reject any or all proposals and to waive any technical errors, irregularities, or discrepancies, if to do so is deemed to serve the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Consultant to whom it is proposed to make such an award.

Proposals will be reviewed and evaluated by City staff, including the Director of Public Works/Facilities, and will be ranked based on the following criteria:

1. Comprehension of the Request for Proposals *(Max Score: 15 Points)*

This relates to the proposer’s basic understanding of the City’s requested services and proposer’s ability to articulate a concise description of the role of the requested services.

2. Qualifications of Proposer *(Max Score: 65 Points)*

- Experience of the firm
- Staffing and resources
- Qualifications and experience of proposed personnel
 - City Engineer
 - Traffic Engineer
 - Other assigned personnel
- Ability to provide other Public Works-related services such as project administration, grant administration, and contract administration.
- Familiarity with federal, State and regional/local agency requirements, including funding and project entitlement requirements from agencies such as FHWA, FTA, Caltrans, Metro, etc.

3. References *(Max Score: 20 Points)*

This relates to the reputation and quality of past work performed by the proposer based on municipal and other professional references.

If further clarifications or negotiations are required, on-site or virtual interviews may be conducted. Participation in these interviews will be at the expense of the proposers. The

interview panel will be made up of staff members or representatives from the City. Recommendations will be provided to the City Council for final selection and award.

Proposals failing to provide sufficient information and assurances of performance to adequately assess each category of the required services and/or failing to comply with the requirements and conditions of this RFP may not be given further consideration.

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a response to the RFP without further consideration:

- Evidence of collusion, directly or indirectly, among Consultants with regard to the amount, terms, or conditions of this proposal;
- Any attempt to improperly influence any member of the selection staff or City Council members;
- Existence of any lawsuit, unresolved contractual claim or dispute between Consultant and the City;
- Evidence of incorrect information submitted as part of the RFP;
- Evidence of Consultant's inability to successfully complete the responsibilities and obligations of the proposed scope of work; and
- Consultant's default under any agreement, which results in termination of the Agreement.

Each proposal will be considered along with those of other responding Consultants, with respect to ability to perform effectively and efficiently those scope of work outlined above.

The successful Consultant shall not discriminate, in any way, against any person based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, or any other protected classification in connection with or related to the performance of the Agreement.

Close coordination with the City is required to assure that all requirements will be met. The City reserves the right to withdraw this RFP at any time without any prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any or all proposals responding to this RFP without indicating any reasons for such rejection(s).

ATTACHMENT "A"
PROPOSAL PRICE SHEET

PROPOSAL PRICE SHEET

A. City Retainer:

City Engineer @ \$_____ per month

B. As-needed Traffic Engineer:

Attach the hourly rates for the various classifications that would be billed to the City under this category.

C. Public Works Right of Way Permit Management and Inspection:

Attach the hourly rates for the various classifications that would be billed to the City under this category.

D. As-Needed Water Engineer:

Attach the hourly rates for the various classifications that would be billed to the City under this category.

E. As -Needed Development Engineer:

Attach the hourly rates for the various classifications that would be billed to the City under this category.

F. As-Needed Public Works/Capital Improvement Program Projects:

These services will be billed as a percentage of a project's construction cost. Specify the percentages for the services listed below for construction costs less than \$499,999, construction cost between \$500,000 - \$999,999, construction cost between \$1,000,000 - \$4,999,999, and construction cost over \$5,000,000:

1. Design Services ___%
2. Project Management and Administration ___%
3. Funding Management ___%
4. Construction Management ___%
5. Construction Inspection ___%

For Labor Compliance, attach the hourly rates for the various classifications that would be billed to the City under this category.

G. As-Needed Other Public Works Engineering Services:

Attach the hourly rates for the various classifications that would be billed to the City under this category.

H. NPDES Stormwater Compliance Consultant Services

Attach the hourly rates for the various classifications that would be billed to the City under this category.

ATTACHMENT "B"

ACKNOWLEDGEMENT OF CITY'S STANDARD FORM OF AGREEMENT

ACKNOWLEDGEMENT OF CITY’S STANDARD FORM OF AGREEMENT

I, the undersigned, certify that I, _____[insert name] am the _____[insert title] of _____[insert firm name], the party making the proposal for award of an agreement for ENGINEERING SERVICES (“Proposer”) and, on behalf of the Proposer, hereby:

Accept City’s Standard Form of Agreement – check one box.

- As is, without qualifications or modifications.

- As modified by attachment. [Proposer to provide]

I certify that I am authorized to sign this Consent Form on behalf of the Proposer.

Executed this _____ day of _____, 2023 at _____, California.
Signature of Officer _____ Printed/Typed Name of Officer _____
_____ Title of Officer _____

ATTACHMENT "C"
SAMPLE PROFESSIONAL SERVICES AGREEMENT

2023
PROFESSIONAL SERVICES AGREEMENT
(Engagement: **INSERT ENGAGEMENT**)
(Parties: **INSERT CONSULTANT NAME** and City of Bell Gardens)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2023 (hereinafter, the "Effective Date") by and between the CITY OF BELL GARDENS, a municipal corporation (hereinafter, "CITY") and **INSERT CONSULTANT NAME** (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services **INSERT THE KIND OF SERVICES REQUIRED**; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the Bell Gardens City Council at its Regular Meeting.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term commencing from the Effective Date through **INSERT DATE** (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 SCOPE OF WORK:

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "**INSERT TITLE OF REQUEST FOR PROPOSALS**" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "**INSERT TITLE OF PROPOSAL**" (hereinafter, the "CONSULTANT PROPOSAL") dated **INSERT DATE OF PROPOSAL**. The CITY RFP and the CONSULTANT PROPOSAL are attached and incorporated hereto as **Exhibit "A"** and "**B**" respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the

CONSULTANT PROPOSAL. The capitalized term “Work” shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT PROPOSAL, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF WORK:

- A. CONSULTANT shall perform the Work contemplated under this Agreement on an as-needed, as requested basis. Nothing in this Agreement shall be construed to grant CONSULTANT the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONSULTANT to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Work in the manner described below and such Work is in fact performed and completed by CONSULTANT and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a “Work Order”). Each Work Order shall include the following information:
1. A detailed description of the specific services or tasks requested;
 2. The location of where the particular services or tasks are to be performed, if applicable;
 3. A not-to-exceed budget for performing the services or tasks;
 4. A timeline for completing the requested services or tasks;
 5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
 6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- B. CONSULTANT shall perform no Work under this Agreement without a written request from the City Representative, containing the information set forth in Section 1.3 (A), above.

- 1.4 COMPENSATION: CONSULTANT shall perform the Work in accordance with **“INSERT TITLE OF COMPENSATION DOCUMENT”** (hereinafter, the “COMPENSATION RATE”). The foregoing notwithstanding, CONSULTANT’s total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of **INSERT WRITTEN AMOUNT (\$INSERT NUMBER)** (hereinafter, the “Not-to-Exceed Sum”) during the prosecution of this Agreement, unless such added expenditure is first

approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

- 1.5 PAYMENT OF COMPENSATION: Following the conclusion of the Work requested in Section 1.2, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates **INSERT CITY REPRESENTATIVE** (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the

City Representative or their designee.

- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates **INSERT CONSULTANT REPRESENTATIVE**, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the City Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
 - C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
 - D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
 - E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - F. All of CONSULTANT's employees and agents possess sufficient skill,

knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail

or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY.

- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers’ Compensation Insurance/ Employer’s Liability Insurance: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested. All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies

of all required insurance policies and endorsements.

- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the City

Indemnitees under this Article, or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.

- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 4.8 WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the City Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence,

recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 4.9 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either: (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.
- 4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor

or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.14 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1, below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C, below, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the Event of Default within the following time periods:
- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will

not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law

or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression,

including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

INSERT CONSULTANT NAME
INSERT ADDRESS

Attn: INSERT PERSON OF
CONTACT NAME
Phone: INSERT PHONE NUMBER

CITY:

City of Bell Gardens
7100 S. Garfield Avenue
Bell Gardens, CA 90201
Attn: INSERT DEPARTMENT
Phone: 562-806-7700

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this

Agreement.

- 6.6 SUBCONTRACTING: CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The Term shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being

extension of the Agreement pursuant to this Section.

- 6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

DRAFT

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF BELL GARDENS:

CONSULTANT NAME:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Stephanie Vasquez, City Attorney

DRAFT

EXHIBIT "A"
CITY RFP

DRAFT

EXHIBIT "B"
CONSULTANT PROPOSAL

DRAFT