



CITY OF CARSON, CALIFORNIA

701 East Carson Street, Carson CA 90745

REQUEST FOR PROPOSALS NUMBER: RFP 23-012

On-Call Services for Professional Architectural Services for the Commercial Façade Improvement Program

ISSUED: 03/02/2023

Optional Pre-Proposal Meeting:	N/A
Prospective Consultant Questions Due:	3/16/2023 5:00 PM
Proposals Due (Electronic Only):	3/30/2023 5:00 PM

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY

NO LATE PROPOSALS WILL BE ACCEPTED. Proposals received after the due date and time will not be considered for this project. It is the policy of the City of Carson to reject any proposal that is received late.

- (1) REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT:
<https://www.planetbids.com/portal/portal.cfm?CompanyID=32461>

REQUEST FOR PROPOSAL RFP NO.23-012

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ADDITIONAL DOCUMENTS AVAILABLE ON PLANETBIDS AS DOWNLOADS

1. Affidavit of Non-Federal Lobbyist Requirements
2. Certificate of Compliance with Labor Code Section 3700
3. Debarment and Suspension Certification
4. Affidavit of Non-Collusion and Non-discrimination
5. Client Reference List

A. SUMMARY

The City of Carson is soliciting Request for Proposals (RFP) from firms interested in providing Professional Architectural Services on an open-order/on-call services (OCS) basis, to assist with the implementation of the City's Commercial Façade Improvement Program ("Program") for which information can be found here: <https://ci.carson.ca.us/CommunityDevelopment/CommercialFacade.aspx>.

The Citywide Façade Improvement Program provides financial assistance to eligible property owners for the renovation of commercial buildings and structures within the City of Carson Commercial Areas (collectively "Target Areas"). The goal of this Program is to facilitate commercial revitalization, stimulate private investment, preserve and beautify the commercial corridors, upgrade the physical image of the city, and to generate shopping, tourism, and a pleasant walking environment by improving the visual aesthetics of the Target Areas with enhancements in design, color schemes and building façades through the use of the City of Carson ("City") Funds.

The selected firm will manage various architectural and urban design aspects of the Program including but not limited to the preparation of conceptual design or construction drawings (architectural, structural, mechanical and electrical engineering services), reviewing of plans submitted by Program applicant's architect, and making architectural and urban design recommendations to further the Program's goals. The selected firm is also expected to provide technical assistance the Program applicants navigate the permitting and plan approval process.

For the purposes of the Program description, the goals for the commercial corridors are consolidated and summarized below.

- **Create a Stronger Local Economy.** Strengthen the economic base of the corridors and the community at large by installing needed site improvements and stimulating new commercial expansion, employment, and economic growth. Establish financial mechanisms to assist and encourage commercial development opportunities.
- **Improve Public Infrastructure and Services.** Provide necessary public improvements, including but not limited to flood control facilities, street improvements, parking supply, and traffic circulation. Develop emergency, cultural, recreational, maintenance, operational, and other services and facilities.
- **Use Land Wisely.** Assemble land into parcels suitable for integrated development with improved pedestrian and vehicular circulation in these areas. Secure the availability of property to attract investors and developers and replan, redesign, and develop undeveloped areas which are stagnant or improperly utilized.
- **Eliminate Blight.** Eliminate deteriorating buildings, incompatible and uneconomic land uses, and other environmental, economic, and social deficiencies; improve the overall appearance of buildings, streets, parking areas, schools, and other facilities, and assure that all buildings are safe for people and businesses to occupy.
- **Protect and Enhance Community Character.** Preserve artistically, architecturally, and historically worthwhile structures and sites and upgrade urban design standards to provide

unity and to encourage community identity.

All economic development activities are pursued with the intention to seek communitywide benefits that create a more cohesive and unified community by strengthening the physical, social, and economic ties between various land uses. The Program also aims to achieve the objectives and goals of broader city-wide efforts including the Carson 2040 General Plan and upcoming Economic Development Strategic Plan.

This RFP describes the required scope of services, the minimum information that must be included in the Request for Proposal (RFP), and the selection process. Should an award be made, the selected firm(s) will enter into a professional services agreement with the City of Carson, attached hereto.

The five elected Council members of the City of Carson cater to nearly 100,000 residents. The City is approximately 24 square miles and generally bounded by the 91 Freeway on the north, the 110 Freeway on the west, Sepulveda Blvd on the south and the 710 Freeway on the east. Nearly half of the City is zoned industrial while the other half is zoned for residential with various commercial. The City is serviced by Los Angeles County Sheriff and Fire, and is supported by approximately 350 full-time staff within six departments. This RFP is under the Community Development Department led by the City's Director of Community Development. The Program is under the oversight of the Director of Community Development who is supported by the Special Projects Manager and planning and community development staff.

City of Carson Procurement Policies & Procedures

The City of Carson reserves the right to make changes in the Request for Proposal as it may deem appropriate. Any and all changes in the Request for Proposal shall be made by written addendum, which shall be issued to all prospective proposers who have been issued or obtained a copy of the Request for Proposal. No oral changes will be permitted. Addendum issued during the proposal process will become a part of the original proposal. All request for proposals must be submitted by the date and time established for the opening of request for proposals. The City of Carson reserves the right to take any action considered to be in the best interest of the City of Carson.

No proposal may be withdrawn for a period of ninety (90) days once proposals have been opened by the Purchasing Manager.

No contract exists on the part of the City until the City Council has made the award and a purchase contract has been fully executed. The award, if made, will take place approximately within ninety (90) calendar days after the scheduled proposal opening date.

The City reserves the right to reject any and all proposals received or any parts therein, and to be the sole judge of the merits of each proposal received.

This RFP does not commit the City of Carson to award a contract or to pay any cost incurred in the preparation of any response to the RFP. All responses to this RFP become the property of the City. At such time a selection is made, all responses submitted become a matter of public record and shall be regarded as such, with the exception of those elements in responses which are trade secrets or proprietary, marked as such, and otherwise exempt from disclosure under the Public Records Act. Any changes to the RFP requirements will be made by addendum.

Unless expressly stated otherwise, documents must be uploaded in PDF format. It is the Proposer’s responsibility to ensure their proposal documents are properly and timely uploaded onto the City’s online bid management system. Proposals that are missing pages, cannot be opened, etc. may be considered nonresponsive. It is the Proposer’s sole responsibility to contact the City’s online bid management provider (PlanetBids at 818-992-1771) to resolve any technical issues related to electronic bidding, including (but not limited to) registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic bid/proposal, etc. All questions or requests for interpretation regarding this RFP solicitation must be submitted online through PlanetBids within the date and time specified. Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through PlanetBids. Any City response for this RFP that is not posted through PlanetBids is unauthorized and will be considered invalid. Proposer is solely responsible for “on time” submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

NOTE: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting “withdraw”.

B. MANDATORY PRE-PROPOSAL MEETING

Pre-proposal meeting or job walk mandatory:	N/A
Pre-proposal meeting or job walk time:	N/A
Pre-proposal meeting or job walk location:	N/A

Pre-proposal meetings are held for the purpose of answering proposer questions. If a pre-proposal meeting is mandatory, then the City will not accept proposals from those who arrive late or do not attend. Arrive early, plan accordingly, and provide a business card to the City employee. A sign-in sheet will be available. Proposers are to meet at the location as listed, if applicable.

C. PROPOSAL SUBMITTAL

The proposals must be submitted electronically only.

Proposals must be submitted electronically on PlanetBids no later than **Thursday, March 30, 2023, at 5:00 PM**. Please allow sufficient time to prepare and upload your documents into the electronic bid system prior to the deadline, as the system will lock and not allow entry of proposals after the designated deadline. Any technical questions regarding use of PlanetBids must be directed to PlanetBids.

The Proposal must include the following sections. **Every Proposal must include the Proposer’s name and the City’s Request for Proposal No. 23-012.**

Required Proposal Sections and Documents		
1	<p>Cover Letter & Table of Contents Maximum of two pages serving as an executive summary which shall include an understanding of the scope of services. The cover letter must be signed by an officer of the firm authorized to execute a contract with the City. The primary contact should be identified and phone number, email, and mailing addresses provided.</p>	Required
2	<p>Company Certification and Personnel Verification Certification, on company letterhead that the person submitting the proposal is authorized to contract on behalf of the prospective contractor. Examples of authorized persons include owner, partner, or corporate officer. Include name, title, address, and contact information. If proposer is a corporation, certification should include statement that corporation is in good standing with the California Secretary of State. Include general company information and resumes of personnel to be assigned to the engagement.</p>	Required
3	<p>Team Qualifications and References The Consultant shall provide a summary of the Consultant’s qualifications for this proposal. General information about the firm(s), location of office(s), years in business and areas of expertise is also requested. The Consultant shall provide a minimum of three examples of Commercial Façade Improvement Program experience or similar efforts prepared by the firm and proposed team members. Provide the addresses of specific projects, before and after photographs, and colored elevations and/or site plans for at least three of the sites. Specify if any past experience or projects include programs that utilized state or federal funding sources (e.g., CDBG). Provide three public agency references for a past similar projects completed by consultant.</p>	Required
4	<p>Key Staff and Team The Consultant shall identify key staff and include a description of their abilities, qualifications, and experience. Attach detailed resumes of key staff that will be assigned to this project with ½ page summaries of those proposed. Include a proposed project structure and organizational chart. Identify any portion of the scope of work that would be subcontracted.</p>	Required
5	<p>Understanding the Scope of Services Consultant shall describe its understanding of the project and the key goals and objectives. This include providing a detailed scope of work and understanding of the step-by-step process to implement the City’s Commercial Façade Improvement Program to achieve Program and broader City economic development goals. Consultant can expand on the scope of work to incorporate optional but related tasks. Optional tasks must assist Community Development in its overall objectives.</p>	Required

6	Project Approach and Work Plan Consultant shall describe its detailed work approach and methodology. Include all deliverables at each stage of the project, assumptions about the number of meetings needed with City staff and meetings with other stakeholders to complete the Scope of Work.	Required
7	Subcontractor List (if applicable) Include the subcontractor's qualifications and the nature and extent of work to be performed by each subcontractor. Include firm qualifications (brief) and key personnel, telephone number, email address and contact person for all subcontractors in an appendix.	Required if Applicable
8	Schedule Consultant shall include a schedule of work and include primary deliverables and meetings.	Required
9	Cost Proposal The cost proposal shall include all labor costs, overhead costs, subconsultant costs, and an itemized list for direct expenses. Costs must be shown in a matrix format by task, showing hours per staff member and labor rates. Include all pricing information relative to the engagement on Contract Services Agreement, Exhibit "C"	Required
10	Small and Disadvantaged Business Enterprises (SBE/DBEs) Consultant shall include certified SBE and/or DBE firms as sub-consultants, if sub-consultants are used. The percentage required is 15%. The Consultant's proposal shall describe the good-faith efforts that were taken to include a certified SBE and/or DBE for completion of one or more tasks associated with the scope of work.	Required
11	Client Reference List Governmental entities preferred. Include client contact information and a brief description of the service provided to each client. Minimum of 3 references for work performed within the last 5 years.	Required
12	Modification, Changes or Exceptions to the City Contract of Service Agreement Template Exceptions to the specifications of any proposed items, contract terms and conditions shall be fully described and stated in writing in Contract Service Agreement, Exhibit "B"	Required if Applicable
13	Affidavit of Non-Collusion and Non-Discrimination (download from PlanetBids)	Required
14	Federal Lobbyist Requirements (download from PlanetBids)	Required
15	Debarment and Suspension Certificate (download from PlanetBids)	Required
16	Certificate of Compliance with Labor Code Section 3700 (download from PlanetBids)	Required if Applicable

D. QUESTIONS AND ADDENDUMS

All project scope questions must be posted to PlanetBids by the due date listed on the cover page of this Invitation. The City will coordinate responses and post them to PlanetBids 5 days prior to the bid deadline for all interested proposers to review.

The City's PlanetBids portal:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=32461>

If discrepancies or omissions are found for this document, the City reserves the right to make such changes as deemed appropriate. Any such changes will be by written addendum, which will be posted to PlanetBids no later than 5 days prior to the proposal deadline. The City reserves the right to extend the proposal deadline.

	Type of Question	Contact	Contact Info
1	Those related to the Project	PlanetBids	Post directly to PlanetBids
2	Use of PlanetBids	PlanetBids	(818) 992-1771
3	City's Purchasing Process	Josilla Togiola Purchasing Manager	jtogiola@carsonca.gov

ONLY the City's Purchasing Manager may be contacted regarding this solicitation. No other City officers, agents, employees, or representatives have authority to respond on behalf of the City. Contact with unauthorized City personnel or elected officials during the selection process or may result in disqualification.

E. PROPOSER QUALIFICATIONS

Proposers who do not meet the minimum qualifications will be disqualified.

Awarded contractor and subcontractors (if applicable) must pay the City's business license tax and submit required insurance documents prior to execution of the contract.

F. PROCUREMENT SCHEDULE

Anticipated Procurement Schedule		
1	RFP Release Date	3/2/2023
2	Deadline for Questions	3/16/2023
3	Proposal Due Date	3/29/2023
4	Evaluation/Vendor Shortlist/Interview/Selection	4/5/2023
5	City Council Award of Contract	5/16/2023
6	Contract Execution & Notice to Proceed	Late May 2023
7	Begin Engagement	June 2023
8	Complete Engagement	June 30, 2028

The Anticipated Procurement Schedule dates are provided for general information. The actual dates are subject to change depending on the City's best interest.

G. OTHER REQUIREMENTS

The City's form contract is required (see Contract Service Agreement). Specific requirements are outlined in the form contract.

Prevailing Wage Required: YES
Performance Bond Required: Not Applicable
Payment Bond Required: Not Applicable

The majority of the work as required herein must be performed by the awarded contractor. The work may not be subcontracted to another contractor unless the subcontractor has been included in the Proposal, or a substitution has been approved in writing by the City's Contracting Officer in advance of work performed.

Additional Insurance Requirements (in addition to those in City's Contract Service Agreement)

H. COST PROPOSAL

Contractors must provide everything necessary at their own expense including, but not limited to labor, materials, and equipment required to perform and complete the required work.

The proposal price must include all necessary labor, materials, and fees to complete the work required by Project Scope and Specifications. Permits, licenses and fees must be obtained at the awarded Contractor's sole expense. Costs shall exclude travel, meals, printing, and lodging.

The following costs will not be allowed: additional charges such as fuel surcharges and mileage rates, fines, entertainment, and advertising.

Include hourly rates for additional work which may be authorized by the City's Contract Officer.

I. PROPOSAL OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT

All proposals will be opened publicly in the Office of the City Clerk on the date and time noted on the Notice of Request for Proposals. Proposals will be considered confidential until a contract recommendation is made to City Council.

Proposal documents that are submitted on time and meet the minimum requirements outlined above will be reviewed by City staff, which will make a recommendation to the City Council to either reject all proposals or award a contract. Evaluation criteria will include qualifications, experience, price and past performance; and will be based on guidelines in the City's Municipal Code.(CMC § 2610 (i)).

The City may hold interviews with respondents prior to a final selection of the project contractor. Such interviews may be conducted in person or by electronic means. The City reserves the right to make such additional investigation as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

No contract exists until the City Council has made the award, and the contract has been fully executed.

The City of Carson reserves the right to reject the proposals, request additional information or take any other action considered to be in the best interest of the City of Carson.

Specific Evaluation Criteria For Award of Contract Will Be As Follows:

The City intends to engage the most qualified consultant(s) available at a fair and reasonable price that demonstrates a thorough understanding of the City's needs. The proposals will be evaluated based upon several factors. These factors include the presentation and quality of the proposal, the qualification and experience of the project staff, and the consultant's experience in similar type projects. In evaluating the proposal, the City will apply the following point system:

No.	DESCRIPTION	POINTS
1	General Qualifications and References	20
2	Key Staff	20
3	Understanding the Scope of Services	15
4	Quality of Proposal / Project Approach	25
5	Cost Proposal / Proposed Fee	20
Maximum Total Points Possible		100

A selection committee will review and rate the proposals, and if necessary, conduct interviews for further evaluation. The City may request a qualification interview with the highest ranked consultant(s) prior to determining the final ranking. The fee proposals will be the basis for negotiating with the highest ranked consultant. If unsuccessful, the City will negotiate with the second highest ranked consultant and so on. The City may require consultants to participate in additional rounds of more refined submittals before the ultimate selection of a consultant team is made. More than one consultant may be selected. These rounds could encompass revisions of the submittal criteria in response to the nature and scope of the initial proposals. The City will negotiate a final fee with the consultant that best meets the evaluation criteria.

This selection will be conducted according to the City's adopted procedures. The City reserves the right to reject any and all proposals.

Additionally, although the Commercial Façade Improvement program is currently funded entirely with local general fund, the City may adopt or implement a similar program in the future utilizing state or federal funding sources such as Community Development Block Grants (CDBG). The selected firm may continue service with the City under this scenario. Therefore, this RFP is subject to the procurement standards set forth in CFR Title 2, Sections 200.318 through 200.326.

Under 2 CFR §200.318(h), the City is required to award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of this RFP. Additionally, under 2 CFR §200.320(d), contracts must be awarded to the responsible firm whose proposal is most advantageous to the Program, with price and other factors considered. The evaluation criteria of this RFP, as described above, is intended to comply with all procurement standards set forth in CFR Title 2, Sections 200.318 through 200.326.

PROJECT SCOPE AND SPECIFICATIONS

On-Call Services for Professional Architectural Services

The City desires to retain a firm to provide Professional Architectural Services to implement the City's Commercial Façade Improvement Program ("Program") on an open-order/on-call services (OCS) basis. The Citywide Façade Improvement Program provides financial assistance to eligible property owners for the renovation of commercial buildings and structures within the City of Carson Commercial Areas (collectively "Target Areas").

The goal of this Program is to facilitate commercial revitalization, stimulate private investment, preserve and beautify the commercial corridors, upgrade the physical image of the city, and to generate shopping, tourism, and a pleasant walking environment by improving the visual aesthetics of the Target Areas with enhancements in design, color schemes and building façades through the use of the City of Carson ("City") Funds.

The focus of this program are commercial buildings and centers in the following areas: Avalon Boulevard, Main Street, Sepulveda Boulevard, Carson Street, and Figueroa Street. Commercial properties on other east-west streets will be considered if they are near the intersections of the major streets. However, at any time, the City reserves the right to expand the program parameters and targeted areas.

The types of projects eligible for financial assistance under the Program include: (1) Multi-tenant neighborhood commercial centers, (2) Individual storefront commercial businesses, and (3) Other areas/ Targeted Corridors. Program guidelines currently require a dollar-for-dollar match from the property/ business owners.

1. *Multi-tenant neighborhood commercial centers:* Owners of multi-tenant centers can apply for grants up to \$250,000 based on a total expenditure of no less than \$500,000 subject to additional Program requirements. Program applicants under this category are more likely to have their own contracted Architect. In these situations, the selected consultant would assist the City in the review of submitted plans.
2. *Individual storefront commercial businesses:* Owners of multi-tenant centers can apply for grants up to \$25,000. The first \$2,500 from the City will be through a form of a non-matching grant. The remaining \$22,500 will be subject to the Program's matching requirement. Program applicants under this category may require significant amount of assistance to navigate through the City's Program and Planning Development Application requirements.
3. *Other Areas/ Targeted Corridors:* These areas may have special program parameters. For example, it is anticipated that an additional \$250,000 in City funds will be set aside to assist business/property owners on the north side of Carson Street between Harbor View Avenue and Santa Fe Avenue. No match will be required by the owners for businesses located within this defined corridor. However, given the number of owners and small "mom and pop" businesses in the area, significant efforts may be required to assist applicants through City requirements.

Eligible improvement items under the Program include:

- Exterior Signs (installation of new or repair or replacement of legally installed and mounted signs; including neon or halo-lit signs);
- Awnings, canopies, or sunshades (installation of new or repair or replacement of fixed metal or

fabric awnings), which could include perpendicular wall-mounted castle banners (without signage);

- Painting or exterior surface treatment (stucco, tile, stone, or brick replacement or repair);
- Asphalt paving, replacement or repair of tiles or decorative pavers (not in the public right-of-way); sidewalk or courtyard repaving (not in the public right-of-way);
- Repair or replacement of masonry walls or footings;
- Outdoor lighting (installation of new exterior lighting fixtures; repair or replacement of existing exterior lighting fixtures);
- Installation, repair, or replacement of decorative or security fencing;
- Replacement of plate glass windows; re-glazing of windows or change of window mullions with the approval of architectural application by the City;
- Installation or replacement of outdoor landscaping and fountains;
- Design and permit fees associated with the above eligible improvements.

The quantity and duration of projects will depend on the City's Program requirements and needs for these services. Some Program Applicants may have selected their own architect. In these situations, the Consultant may serve as a reviewer in assisting the City achieve its Program and city-wide goals. The cost estimate for any type of service provided by the selected consultant shall be based on hourly rates per the consultant's submitted Schedule of Fees. The consultant shall be knowledgeable of the application of all local, state, and federal codes/standards and construction practices applicable.

The City has allocated \$1 million dollars of its General Fund Reserve toward the Program and is expecting to allocate an additional \$250,000 in the near future. If the Program is highly successful and if funding is available, additional funds may be added to this program and/or another similar program (e.g., CDBG funded) in the future. Therefore, the selected consultant may continue to provide on-call services beyond the current allocated \$1 million budget. Note that the \$1 million is the City's contribution whereby a dollar-for-dollar match is required by the Program Applicant. As such, this \$1 million is the current Program budget and not the amount designated for the consultant's contract. Refer to the contract description on page 14 for consultant's contract amount and related information.

Finally, as this Program is deemed high-priority by the City, the City desires to retain a firm that is able to dedicate a project ready team who can quickly move the Program forward upon receiving the Notice of Proceed from the City's Contract Officer.

Project Scope

The architects and engineers in the firm must be licensed and legally qualified in the State of California to practice the work for which consideration is requested. Selected firm(s) shall have the necessary qualifications and experience to provide urban design, architectural, and engineering consulting services to the City and other City-related agencies. Services may involve all or some of the phases of project development and shall include, but not necessarily be limited to, the following activities:

- **Site Analysis and Preliminary Conceptual Design:** Perform site analysis and preliminary conceptual designs during initial design work. This may include site visits, photographs, analysis of existing space(s), meetings with the property and business owners (Program Applicant), and meeting with various City departments, to discuss their specific Program requirements. The site analysis and conceptual design work should also consider city-wide goals and policies including the Carson 2040 Community Character and Design Element. An analysis of public spaces and

infrastructure and their relationship with surrounding built environment should be included. Propose design solutions and enhancements to address site specific and complex urban challenges.

- **Permits/Regulatory Agency Approvals:** Assist Program Applicant in obtaining entitlements, permits and approvals from all required regulatory agencies during all stages of the project development process. This includes the submittal of a Planning Development Application to the City's Planning Division for review.
- **Architectural, Urban Design, and Engineering Services:** Provide architectural, urban design, structural, mechanical, and electrical engineering services and cost estimating services during the design development and construction document phases. Work products shall include engineering details, engineering calculations, architectural plans, elevations, material specifications, costs estimate, and final plans and specifications. At the City's direction, the Consultant may conduct review of third-party cost estimates and/or other project plans provided by the Program applicant.

Design development: At the City's direction, prepare a design development package that may consist of 1) Schematic design site plans, 2) drawings and other documents that outline repairs or solutions and describe the size and character of the project with respect to architectural, structural, mechanical, and electrical systems; 3) materials and samples, and/or 4) other required elements. All design work must comply with the City's adopted zoning ordinance, current building codes, and meet all other regulatory requirements.

Construction Documents: At the City's direction, prepare construction documents consisting of plans and specifications, calculations, and cost estimates setting forth in detail the requirements for the construction of the project based on the approved design development documents. The construction documents will include, but not be limited to, plans, details, and specifications for structural, electrical, mechanical, ADA compliance, parking, and landscaping; all fully coordinated with the architectural design. A refined cost estimate based on the final construction documents shall also be prepared. There shall be no additional costs due to revisions of the drawings to bring the design up to code compliance.

Assist the Program Applicant in obtaining reviews and approvals from applicable public agencies for design reviews, plan checks, and permits including, but not limited to, Planning; Building & Safety; Fire; Public Works, and any other required entities.

- **Post Design Services:** At the City's direction, assist the City with post-design services including bidding and construction management on an as-needed basis.

Bidding: Preparing bid documents and packages, answering bidders' questions, scheduling, attending pre-bid conferences and job/site walks, preparing addenda, preparing bid analyses, and reviewing and responding to bidder submittals.

Construction Management: At the City's sole discretion, prepare "as-built" drawings, in current approved CAD format, as required. Visit the construction site as needed to monitor the quality of the work and to resolve construction issues. Assist the engineer, Consultant, and inspector with interpretation of plans and specifications, analysis of changed conditions, development of corrective actions, review of shop drawings and other submittals, and the review, negotiation,

and preparation of change orders. Manage the construction phase and coordinate construction meetings to ensure the project is completed on time and within budget, to provide weekly estimates of percent of work completed, and approve all vendor invoices for submittal to the City and/or Program Applicant.

- **Miscellaneous / As-needed Services:** At the City's direction, assist with additional miscellaneous and/or as-needed architectural and urban design services and tasks generally associated with Community Development projects and programs.

Program Expansion using other funding sources (e.g., state and federal fund): Should the City adopt or implement a similar program in the future utilizing state or federal funding sources such as Community Development Block Grants (CDBG), the consulting company may be asked to assist.

Contract Description

The City of Carson may select more than one consulting company, and the City will issue a contract for each of the selected companies. Following successful negotiation of rates and fees, the City will execute the initial contract(s) in the amounts of up to \$150,000 for an approximate 5-year term for each company. The contract amount may be increased to meet ongoing needs of the City for the services requested through the contract period of performance.

The contract period of performance will be for approximately 60 months from the date of contract execution, or until the amount of the contract has been exhausted, whichever occurs first.

The contract awarded pursuant to this RFP will be subject to compliance with all of the following federal laws, without limitation, and the successful consultant will be required to agree to comply with such laws, to the extent applicable, in any such contract.

Work Order

If more than one consulting company is selected, the City may issue a request for a proposal to each company for each task order. The requested proposal(s) will define the work that the City intends to accomplish. Each company must submit a proposal which must also include a fee to accomplish such task. City staff will review the proposal considering the company's approach, assigned staffing as well as the fee for such task. Additional criteria may be added at time of request. The Director of Community Development, or his/her designee, will have full discretion, to the best interest of the City, to select which company is best suited to handle a particular task order.

Additional RFP Requirements

1. Proposals must be made electronically.
2. All reports, drawings and materials prepared for this RFP become the sole property of the City of Carson and may not be reproduced without the permission of the City.
3. The selected consultant including any key staff and subconsultant may not be replaced without written authorization by the City.
4. All costs incurred in the preparation of an RFP and participation in this RFP and negotiation process shall be borne by the proposing firms.

5. By submitting a Request for Proposal (RFP), the Proposer represents that it has carefully read the RFP. Proposers shall identify all concerns and propose alternate wording changes to these documents at the time of submittal.

Miscellaneous RFP Requirements (federal funding requirements, if applicable)

The contract awarded pursuant to this RFP will be subject to compliance with all of the following federal laws, without limitation, and the successful consultant will be required to agree to comply with such laws, to the extent applicable, in any such contract. The successful consultant shall further agree to require compliance with such laws, to the extent applicable, in any contracts or subcontracts entered into involving CDBG funding under the contract awarded pursuant to this RFP.

A. Anti-Lobbying Certification

Pursuant to the Byrd Anti-Lobbying Amendment (31 USC §1352), consultants responding to this RFP shall file the required certification, using the attached City-provided form (see Appendix “A”)

B. Clean Air and Water Pollution Control Acts

Consultants shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC §7401–7671q) and the Water Pollution Control Act as amended (33 USC §1251–1387). Violations must be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

C. Conflict of Interest

Under 24 CFR §92.356, the contract awarded pursuant to this RFP is subject to the conflict of interest provisions of 2 CFR §§200.318 through 200.326. In accordance with 2 CFR §200.318, Consultant shall comply with all applicable City and State requirements regarding conflicts of interest, and no employee, officer or agent may participate in the selection, award or administration of the contract pursuant to this RFP if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of said parties, has a financial interest or other interest in or a tangible personal benefit from a firm considered for a contract.

Under Carson Municipal Code Section 2615, it is unethical for any City employee or official to participate directly or indirectly in a procurement contract when the City employee or official knows that: (1) The City employee or official, or any member of the City employee’s or official’s immediate family has a financial interest pertaining to the procurement contract; or (2) any other person, business, or organization with whom the City employee or official, or any member of the City employee’s or official’s immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

Consultant shall disclose all conflicts of interest to the City within the meaning of the foregoing authorities, including any known financial interest in connection with the award or implementation of the contract pursuant to this RFP. Consultant shall agree to comply with the foregoing authorities and to require all sub-consultants to do the same.

D. Environmental Review

Consultants shall acknowledge that, pursuant to 24 CFR §92.352 and other applicable federal laws and regulations, the National Environmental Policy Act of 1969, 42 USC §§4321-4347 (NEPA), and its implementing regulations (24 CFR Parts 50 and 58) apply to the CDBG program, and that applicability of NEPA does not preclude applicability of the California Environmental Quality Act (CEQA) to discretionary approvals of projects of state and local agencies made in connection with the CDBG program. Consultant shall agree to comply with, and to require compliance with, any mitigation measures or other applicable environmental restrictions or obligations pursuant to NEPA and CEQA in connection with the activities performed using CDBG funding received pursuant to the contract pursuant to this RFP or any contract thereunder.

E. Equal Opportunity

In any contract awarded pursuant to this RFP, the consultant shall agree to comply with the following laws, and to require its sub-consultants to comply with the following laws, to the extent applicable, in connection with performance under said contracts:

1. The Civil Rights Act, Fair Housing Act, and Age Discrimination Act:

Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.), the Fair Housing Act (42 USC §§ 3601-3620), and the Age Discrimination Act of 1975 (29 USC § 6101), and applicable implementing regulations, which prohibit consultant from discriminating or excluding from employment or program participation any person due to race, color, national original origin, sex, age, handicap, religion, familial status or religious preference.

2. Rehabilitation Act of 1973 and the “504 Coordinator”

The Rehabilitation Act of 1973, (29 USC §§791 et seq.), and the regulations implementing Section 504 thereof (28 CFR Part 42, Subpart G (§§42.501-42.540). This involves evaluating consultant’s current policies and practices and making modifications to ensure compliance with Section 504. Consultants employing fifty or more persons and receiving CDBG assistance of \$25,000 or more shall designate at least one person to coordinate compliance with 28 CFR Part 42, Subpart G.

3. Americans with Disabilities Act of 1990 (ADA):

The Americans with Disabilities Act of 1990 (ADA) (42 USC §12101 et seq.) and applicable implementing regulations and guidelines, which prohibit discrimination on the basis of disability in employment, state and local government service, and public accommodations and commercial facilities.

4. Construction Contract Equal Employment Opportunity Provisions.

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

F. Flood Disaster Protection

Consultant shall comply with Section 202(a) of the Flood Disaster Protection Act of 1973 (42 USC §4106), which prohibits federal financial assistance for buildings located in Special Flood Hazard Areas (SFHAs) within communities not participating in the National Flood Insurance Program. Section 102(a) (42 USC §4012) of that act mandates the purchase of flood insurance for buildings located in SFHAs as a condition of acquisition, construction, reconstruction, repair and improvements activities. However, flood insurance is not required for routine maintenance activities.

G. Labor Standards

For prime construction contracts in excess of \$2,000, the consultant shall agree to comply with the Davis-Bacon Act of 1931 (40 USC §§3141-3144, §§3146-3148), as supplemented by 29 CFR Part 5. In accordance with the statute, Consultant shall agree to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, which shall be disclosed to Consultant pursuant to this RFP. In addition, contractors must be required to pay wages not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Compliance with said requirements shall not excuse compliance with California prevailing wage laws. The consultant shall also agree to comply with, and to require compliance with, the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by 29 CFR Part 3. The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

H. Contract Work Hours and Safety Standards Act (40 USC §§3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 USC §3702 and §3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40

USC §3702, each contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC §3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

I. NLRB Certification

In the contract awarded pursuant to this RFP, Consultant shall state under penalty of perjury that it has had no more than one non-appealable finding of contempt of court issued by a federal court in the preceding two years because of failure to comply with a federal court order or with a National Labor Relations Board order.

J. Records Retention

Consultant shall retain all records and files relating to the contract awarded pursuant to this RFP, including but not limited to the records specified in 24 CFR §92.508, for a period of five (5) years following the final payment under the contract awarded pursuant to this RFP, or any extensions thereto. Consultant shall make all records and files available upon request by the City, the State of California Department of Housing and Community Development or HUD during the record retention period.

K. Relocation, Displacement and Acquisition

Projects involving acquisition of real property must comply with federal relocation law to accommodate those persons temporarily or permanently displaced by the project. Consultants must comply with federal relocation law for projects that include rehabilitating rental housing units and results in increased rents to “Targeted Income Group” (TIG) households.

L. Debarment and Suspension Certificate (Executive Orders 12549 and 12689).

A contract award (see 2 CFR §180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by federal agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Consultant shall submit a completed and signed Debarment and Suspension Certificate using the attached City-provided form, together with each proposal. Consultant acknowledges that falsely providing this certification may result in criminal prosecution or administrative sanctions, and that this certification is a required component of all proposals in response to this RFP.

M. Recovered Materials

Consultant shall agree to comply with, and to require compliance with, Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

N. Contract Remedies and Termination Provisions

Consultant should be aware that contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC §1908, must address administrative, contractual, or legal remedies in

instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate, and all contracts in excess of \$10,000 must address termination for cause and for convenience by the contractor including the manner by which it will be effected and the basis for settlement.

O. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

In accordance with 2 CFR §200.321, consultants take all necessary affirmative steps (including those set forth in 2 CFR §200.321, to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

P. Filing of Protests

Pursuant to 2 CFR §200.318(k), the City's procedures apply to protests of a contract award pursuant to this RFP.

Proposers may file a protest of a contract award with the City Clerk. In order for a protest to be considered valid, the protest must be in writing and hand delivered or sent by certified U.S. mail, return receipt requested within five (5) calendar days after the issuance of the Notice of Intent to award. Protest documents shall include the following information:

- (1) Name, address, business telephone, email, and fax number of the protestor;
- (2) Identify the procurement or project under protest by name, solicitation number, and submission date;
- (3) Contain a concise statement of the grounds for protest and the facts supporting such grounds, including all supporting documentation (documentation submitted after filing will not be reviewed); and
- (4) State the form of relief requested.

THE FOLLOWING PAGES CONTAIN A STANDARD CITY CONTRACT, FOR REFERENCE ONLY.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

[Name of Contractor]

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
[Name of Contractor]**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ___ day of _____, ___ by and between the CITY OF CARSON, a California municipal corporation ("City") and _____, a _____ ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.
- B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.
- C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.
- D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required

hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Service shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents,

plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ Dollars (\$_____) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any

applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Maieure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually 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 ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer 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 Contract Officer such delay is justified. The Contract Officer'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.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant (“Principals”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or 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 under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant’s officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City’s employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be _____, or such person as may be designated by the City Manager. It shall be the Consultant’s responsibility to assure that the Contract Officer is

kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

- (a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A

policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification

liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or

omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports

concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which

may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

CONSULTANT:

By: _____

Name:

Title:

By: _____

Name:

Title:

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	_____
	_____	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	_____
	_____	DATE OF DOCUMENT
SIGNER IS REPRESENTING:		
(NAME OF PERSON(S) OR ENTITY(IES))		

_____		SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	_____
	_____	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	_____
	_____	DATE OF DOCUMENT
SIGNER IS REPRESENTING:		
(NAME OF PERSON(S) OR ENTITY(IES))		

_____		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

Consultant will perform the following Services:

[Insert Scope of Services]

As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

Consultant will utilize the following personnel to accomplish the Services:

[Insert Qualified Staff, Contracting Officer name, title]

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[Exceptions to the specifications of any proposed items stated herein shall be fully described in writing by the proposer in the space provided below]

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

[Indicate in detail the total cost for services and payment terms]

A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

[DOES or DOES NOT APPLY]

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

[Where applicable: Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.]

[Where applicable: Line items for all materials and equipment properly charged to the Services.]

[Where applicable: Line items for all other approved reimbursable expenses claimed, with supporting documentation.]

[Where applicable: Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.]

The total compensation for the Services shall not exceed \$_____ as provided in Section 2.1 of this Agreement.

The Consultant's billing rates for all personnel are attached as Exhibit C-1.

[DOES or DOES NOT APPLY]

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- II. The Term of this Agreement shall commence on _____, _____, 20____, (the "Commencement Date") and shall continue through _____, _____, 20____, ("Initial Term"). The Agreement shall then remain in full force, for _____ (__) full years thereafter, from _____, _____, 20____, through _____, _____, 20____, ("the Term"). The City may, in its sole discretion, extend the Term for _____ (__) additional _____ (__) year extensions subject to City Council approval.

- III. Consultant shall perform all Services timely in accordance with the following schedule:

- IV. Consultant shall deliver the following tangible work products to the City by the following dates.

- V. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.