



**CITY OF LAWNDALE**

**REQUEST FOR PROPOSALS**

**PROVIDE CIVIL/TRAFFIC ENGINEERING SERVICES  
FOR  
TRAFFIC SIGNAL MODIFICATION AT INTERSECTION OF  
MANHATTAN BEACH BLVD AND HAWTHORNE BLVD**

**Public Works Department  
4722 Manhattan Beach Boulevard, Lawndale, CA 90260  
Phone (310) 973-3260 / Fax (310) 371-8877**

**ISSUED ON: MAY 01, 2018**

**DUE ON: MAY 23, 2018, AT 3:00 PM**

## **I. INTRODUCTION**

The City of Lawndale (City) is requesting proposals from a qualified civil engineering consulting firm (Consultant) to prepare plans, specifications and cost estimates (PS&E) for traffic signal operation and street improvements at the intersection of Hawthorne Blvd and Manhattan Beach Blvd. This project will also include the installation of battery backup systems at each of the major intersections along Inglewood Avenue and Hawthorne Blvd within the City of Lawndale.

## **II. BACKGROUND**

The intersection of Manhattan Beach and Hawthorne Boulevards is located .01 miles away from the I-405 and provides access to the Northbound and Southbound I-405 on/off ramps. This project is an intersection and signal improvements project which will improve operations, safety, and enhance traffic mobility on Manhattan Beach Blvd and Hawthorne Blvd/SR-107.

Manhattan Beach Blvd is a 4-lane major east-west thoroughfare – 2 lanes Eastbound (EB) & Westbound (WB) – with an ADT of approximately 18,000 cars a day. Hawthorne Blvd/SR-107 is a 6-lane north-south major arterial and State Highway – 3 lanes Northbound (NB) & Southbound (SB) – with a total ADT of approximately 90,000 vehicles a day.

Hawthorne Blvd's existing cross section at Manhattan Beach Blvd in the SB direction has one right-turn lane, three southbound lanes and two left turn lanes. In the NB direction, Hawthorne Blvd has two left turn lanes and three northbound lanes. In the east-west direction, Manhattan Beach Blvd's existing cross section has one right turn lane in each direction, two through lanes and one left turn lane in each direction.

Currently, the traffic signal on Manhattan Beach Blvd does not have a left turn signal phase for vehicles turning NB or SB on to Hawthorne Blvd; left turning vehicles yield to through traffic and often are stranded in intersection due to lack of permissive, protected left-turn phasing.

In addition to the intersection at Manhattan beach Blvd and Hawthorne, the City of Lawndale is looking to install battery backup systems at each of the major intersections along both Hawthorne Blvd and Inglewood Avenue. This is because many of the traffic signals on Hawthorne Blvd and Inglewood Avenue have power outages multiple times per year.

### III. SCOPE OF SERVICES

The scope of work will consist of the following items: design for the installation of permissive, protected left-turn traffic signal phasing, striping modifications, and roadway modifications, if necessary, in order to improve the operational effectiveness and safety of the Manhattan Beach Blvd and Hawthorne Blvd intersection.

The proposed project also includes design for the installation of traffic signal battery back-up systems for all signalized intersections along Hawthorne Boulevard and Inglewood Avenue within the city's boundaries, excluding signals within Caltrans right-of-way. There will be a total of eleven (11) battery backup units to be installed at the following intersections:

Hawthorne Boulevard:

147th Street	166th Street	Marine Avenue	S/O 166th Street
154th Street	169th Street	Manhattan Beach Blvd	162nd Street

Inglewood Avenue:

Marine Avenue	166th Street	Manhattan Beach Blvd
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Some of the battery backup systems will require to be installed on a separate poured foundation because they cannot be attached to existing traffic controller cabinets due to ADA path of travel constraints.

Consultant shall prepare and complete all required construction documents, including plans, specifications, and engineer's estimate for the following items:

- a) Installation of a fully actuated permissive, protected Left-turn traffic signal on Manhattan Beach Blvd at the intersection with Hawthorne Blvd. The traffic signal shall include actuated pedestrian signals at the intersection.
- b) Installation of battery back-up systems at the eleven intersections mentioned above. Each signal plan will provide construction notes detailing additional upgrades for any ITS components, modems, battery back-up, switches and/or interconnect communication equipment.
- c) Research existing utilities, both underground and overhead, and identify all utilities that are in place and specify those which might conflict with the proposed work.
- d) Pothole existing underground utilities where a high probability for conflict exists. Compensation for potholing shall be on a per pothole basis and shall be stated separately from the Consultant's design fee.
- e) The Consultant shall be responsible for checking the right-of-way in relation to the proposed signal design to confirm that sufficient right-of-way exists. If additional right-of-way is required, the Consultant shall notify the City of the need for right-of-way.

- f) Provide consultation during bidding, the preconstruction meeting, and during construction, including field meetings, or as necessary, whenever clarification for plan or specification interpretation is needed, or whenever revision of plans or specifications is needed as a result of an oversight arising from a foreseeable difficulty not appropriately identified or defined, or not covered for payment in the construction contract documents. Revisions resulting from errors or omissions by the Consultant shall be provided at no extra cost to the City. Such consultation and any sketches or special provisions for clarification shall be completed in a timely manner so as to avoid or minimize construction delays. In such instances, record drawings shall be revised to incorporate as-built conditions.
  - g) Provide services to modify the drawings or provide consultation on contract change orders other than those described above. In the event that such services are requested, they shall be considered extra work and additional compensation.
2. Consultant shall prepare the improvement plans, specifications, and cost estimates for the intersection identified above in conformance with American Public Works Association (APWA) standards, Caltrans standards, and the requirements of the California Manual on Uniform Traffic Control Devices (MUTCD).

Plans, specifications, and estimates (PS&E) shall conform to the following design requirements:

- a) The traffic signal plans shall be prepared at a scale of 1 inch = 20 feet on standard 24" by 36" sheets, using the City of Lawndale standard title block. 100% completed plans shall be submitted to City on Mylar with two copies.
- b) The plans shall clearly show existing conditions including, but not limited to, the location and type of signing and striping, pavement markings, storm drain facilities and existing right-of-way limits.
- c) Consultant shall be responsible for preparing a survey, related research and other data or work needed to establish existing conditions.
- d) The traffic signal plans shall clearly show the location and type of the proposed improvements including, but not limited to, the type and location of signal poles, traffic control cabinets, controllers, loop detectors, wiring, storm drain and street improvements as well as any modifications required of sidewalks, roadways or other existing improvements.
- e) Proposed signing and striping, pavement markings, raised pavement markers and curb markings shall be drawn to a scale of 1" = 20' on a separate 24" x 36" sheet with standard City title block. The signing and striping plan shall include all existing and proposed traffic striping, signing, pavement markings, raised pavement markers, and curb markings.

- f) The traffic signal plans shall include pole schedules that clearly specify the types and locations of all signal poles including but not limited to signal and luminaire mast arm lengths; the types, locations, and attachment of pedestrian and vehicle displays; locations of pedestrian push buttons; and street name signs.
- g) The traffic signal plans shall include phasing diagrams that reflect phase sequences adhering to National Electrical Manufacturers Association (NEMA) phasing standards.
- h) The traffic signal plans shall include synchronization with the adjacent intersections (Firmona Avenue and Freeman Avenue, Manhattan Beach Blvd and Inglewood, Hawthorne Blvd and Marine, 154<sup>th</sup> Street and 405 Freeway Intersection, etc.) The Consultant shall coordinate with the Los Angeles County Department of Public Works – Traffic Division and Caltrans for the traffic signal phasing and synchronization.
- i) In addition, the traffic signal plans shall clearly indicate :
  - The type and location of existing and proposed vehicle detection, signal indications, wiring, conduit systems, and electrical service, including identification of the power source.
- j) All improvements shall be designed in compliance and accordance with the Americans with Disabilities Act (ADA).

- k) The plans, specifications and cost estimates shall be signed and sealed by a civil engineer licensed to practice civil engineering in the State of California. Legal descriptions and plats shall be signed and sealed by a civil engineer or land surveyor, licensed to practice surveying in the State of California.
3. Consultant shall meet and confer with City staff during the preliminary design phase to resolve design issues and ensure continuity with City standards and preferences and compatibility with the existing conditions. Consultant shall also attend a progress meeting to provide City staff with updates on the project, concerns, problems and accomplishments.
  4. Consultant shall conduct utility research and identify the location and depth of all existing utilities within the limits of the proposed improvements. Consultant shall be responsible for identifying and resolving utility conflicts both overhead and underground. Copies of all written communication (including maps) between the Consultant and utility companies shall be provided to the City.
  5. Consultant shall identify any additional improvements that are required to construct the traffic signal intersection improvements and any conflicts with existing conditions. Additional improvements may include but not be limited to curb and gutter, drainage improvements, storm drains, street widening, curbs, curb ramps, and channelization. If additional improvements are required, Consultant shall include the design of those improvements in the scope of the proposal and incorporate them into the plans, specifications and cost estimates.

Upon completion of the Consultant's work, the City shall have in hand, both an electronic, and a hard copy of an approved and signed set of completed plans, technical specifications, quantities, estimates and special provisions ready for bidding including all supporting data, calculations, utility locations, utility notices, survey data, permits and other details necessary to complete this project in a format acceptable to the City.

The project design must be completed within sixty (90) days after the notice to proceed is issued. The City is estimating the contract will be awarded on July 2, 2018.

#### IV. PROPOSAL REQUIREMENTS

- A. All proposals must include a signed and dated cover letter expressing interest in the project by a company official with the authority to execute a contract. Three (3) copies of the proposal shall be submitted to the following:

City of Lawndale  
Department of Public Works  
Attn: Miguel Alvarez, Acting Public Works Director/City Engineer  
4722 Manhattan Beach Boulevard  
Lawndale, CA 90260

**Proposals shall be received in hand by the Department up to the hour of 3:00 P.M. on May 23, 2018. Proposals must be labeled "Engineering Services for Design of a Traffic Signal Modification at Manhattan Beach Blvd and Hawthorne Blvd". Postmarks, faxes or late proposals will not be accepted. Proposal modifications will not be accepted after the closing date.**

- B. Responsive proposals will include, but not be limited to, the following:
1. Responsive proposals will present a Scope of Services that includes at a minimum the above described services and any other tasks necessary to achieve completion of design (PS&E) needed for the successful construction of the proposed improvements.  
  
The Consultant should visit the project site to become familiar with site conditions prior to the preparation of the proposal.
  2. Identify the professional, technical and support staff that will be performing the work associated with the proposed scope of services. Short resumes may be included, but extensive resumes should be limited to key personnel only.
  3. Include a timeline indicating project milestones for the delivery of final plans, specifications, and cost estimates ready for public bid including, but not limited to, a flow chart showing project tasks and timing. Include allowances for review periods.

4. Include three complete similar projects of size and scope within five years by the Consultant, identifying the location, date, project budget, completion date, agency and contact person name, address and phone number.
5. Include the name of sub-consultants if any, to be used for specific aspects of the project, including a summary of previous working arrangements on similar types of work.
6. A list of the items, actions or information the Consultant expects to be provided by the City.
7. Any comments or suggestion that the Consultant believes necessary to improve the finished project or to comply with the requirements of this RFP.
8. **Separate sealed envelope.** Provide a total "Not to Exceed" fee for the work required by this RFP, together with an hourly rate sheet applicable to this project for classification that may work on this project as well as a cost list for all reimbursable materials and expenses. Please note that the City will not pay or compensate separately for travel time, courier services, mileage or reimbursement for travel to the City of Lawndale to attend meetings or conduct the activities necessary to complete tasks required to be performed as part of the Consultant's services.  
  
A separate fee shall be stated for potholing. A price per pothole and an estimated number of potholes shall be provided.
9. Agreement: Attachment A is a copy of the City's standard consultant services agreement. A statement must be made in the proposal that all terms and conditions are acceptable including the insurance obligations contained in the agreement or, if any revisions are requested, they must be described in full.

## V. SELECTION PROCESS

Criteria for the evaluation of the proposals may include, but need not be limited to, the following:

- A. Completeness of proposal, especially in relation to scope of work, approach and description of the project team.
- B. Firm's, sub-consultant's and key project team member's experience in performing similar work. Success of similar projects.



- C. Consultant's demonstrated understanding of the scope of work.
- D. Quality of work previously performed by the firm.
- E. The Consultant's comments on the proposed engineering service agreement.
- F. The fee proposal will be assessed 25% of the total score; 75% based on the firm's overall qualifications.

The City will evaluate all proposals and may interview some of the firm's submitting proposals.

## **VI. GENERAL**

This "Request for Proposal" does not commit the City to award a contract, pay any costs incurred in the preparation of a proposal in response to this request, or procure or contract for any services. All proposals submitted in response to this request will become the property of the City and may be used by the City in any way deemed appropriate. The City reserves the right to accept or to reject, in part or in entirety, any response to this request for proposals if such action is deemed to be in the best interest of the City.

Any contract entered into as a result of this request for proposals shall be considered to include the items of work detailed in this proposal unless specifically deleted in the contract at the request of the City.

Should you have any questions or required additional information, Paul Hiney, Assistant Engineer at (310)973-3261.

**ATTACHMENTS:** Attachment A – Copy of Standard Consultant Services Agreement  
Attachment B – Location Map

# ATTACHMENT “A”

**CITY OF LAWNSDALE**  
**CONTRACT SERVICES AGREEMENT FOR**  
**TRAFFIC SIGNAL MODIFICATIONS AT THE INTERSECTION OF**  
**MANHATTAN BEACH BLVD AND HAWTHORNE BLVD**

This Contract Services Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Lawnsdale, a municipal corporation ("City"), and \_\_\_\_\_ ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

**1.0 SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal 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. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

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, taxes, including 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 against any claim for 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 (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 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, 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 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 or reasonably contemplated therein. 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.

1.7 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.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

## **2.0 COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance 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.

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 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.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void

the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

### **3.0 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 and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference.

3.3 Force Majeure. 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 Section 7.4 below, this Agreement shall begin on \_\_\_\_\_ and continue in full force and effect until completion of the services no later than \_\_\_\_\_.

### **4.0 COORDINATION OF WORK**

4.1 Representative of Consultant. \_\_\_\_\_ is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative 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. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). 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. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 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 or assigned 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. A prohibited transfer or assignment 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.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under 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.

## **5.0 INSURANCE AND INDEMNIFICATION**

5.1 Insurance. 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:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,00.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of \_\_\_\_\_ insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties 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 also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The 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 or The Key Rating Guide, 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 due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to 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 this Section 5.1.

## 5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

## 6.0 RECORDS AND REPORTS

6.1 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.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such 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. 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.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other 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 of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City 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 the City shall indemnify the Consultant for all damages resulting therefrom. 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.

## **7.0 ENFORCEMENT OF AGREEMENT**

7.1 California Law. This Agreement shall be construed and interpreted 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 agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 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, 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.

7.3 Waiver. 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. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.



7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced 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 and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After 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.

7.6 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, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

## **8.0 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; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Consultant. 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. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no



\_\_\_\_\_  
Robert Pullen Miles, Mayor

ATTEST:

\_\_\_\_\_  
Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:  
Aleshire & Wynder, LLP

\_\_\_\_\_  
Tiffany J. Israel, City Attorney

**[NOTE TO STAFF: TWO signatures are required if the Consultant is a corporation, company or partnership. Delete this note in preparing your agreement.]**

**CONSULTANT:**

[insert company name here]  
a [California corporation]

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

Name: [insert name here]

Title: [insert title]

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

Name: [insert name here]

Title: [insert title]

Address: [insert address]

[insert address]

[insert address]

[insert address]

EXHIBIT "A"  
SCOPE OF SERVICES

[INSERT TEXT HERE]

EXHIBIT "B"  
SPECIAL REQUIREMENTS

[INSERT TEXT HERE]

EXHIBIT "C"

SCHEDULE OF COMPENSATION

[INSERT TEXT HERE]

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

[INSERT TEXT HERE]

[INSERT CONSULTANT NAME]

# ATTACHMENT "B" LOCATION MAP

