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[www.lawndalecity.org](http://www.lawndalecity.org)

February 26, 2018

Subject: *Request for Qualifications (RFQ)  
As Needed Professional Engineering Services*

Dear Consultant:

The City of Lawndale is requesting a Statement of Qualifications (SOQ) from professional consultants to provide a full range of engineering services on an as-needed basis including but not limited to: capital improvement project design, federal labor compliance, project management, staff augmentation, plan check (private development, utility improvements, etc.), parcel map checking and processing, materials and compaction testing, right-of-way acquisition (legal descriptions and appraisals), and traffic engineering services. Based on the SOQ's received and approval, City staff will develop an on-call short list of qualified consultants and will then request that the City Council adopt the list at a later date. The list of qualified consultants will be utilized for the next three fiscal years 2017/18, 2019/20, and 2021/22.

To be considered responsive to the RFQ requirements, consultants must submit a detailed SOQ indicating knowledge and experience related to the services being sought.

### **Submission Instructions**

In order for your firm to be considered, please submit three (3) copies of the SOQ containing the requested information in a sealed envelope marked "**Engineering Services SOQ – Do Not Open**" to:

Frank Senteno, P.E.  
Public Works Director/City Engineer  
City of Lawndale Public Works Department  
4722 Manhattan Beach Boulevard  
Lawndale, CA 90260

Late, faxed, or e-mailed SOQ's will not be accepted. The consultant is responsible for any costs incurred when responding to this RFQ.

**Submission Deadline: March 26, 2018 by 2:00 pm**

# **REQUEST FOR QUALIFICATIONS FOR AS-NEEDED ENGINEERING SERVICES**

## **Background**

The City of Lawndale is located in Los Angeles County. The City is built out with a population of 35,000 in 1.9 square miles.

The City will complement its existing staff with certain engineering services to be provided on an as-needed basis.

## **Request for Qualification Information**

The purpose of this RFQ is to short list several consultants, with required skill sets, to provide various services for the attached Scope of Work. The term of the Contract will be three (3) years, beginning in May 2018. The following is the expected selection schedule:

- SOQ Due Date March 26, 2018
- Recommendation to City Council and Award April 2018
- Contract Services Start Date May 2018

No amendments, additions, or alternates will be accepted after the above submission date. The City may or may not convene formal interviews with candidate consultants. All SOQ's and documents submitted will become the property of the City of Lawndale. Any items considered to be proprietary should be so designated.

## **Right of Refusal**

The City of Lawndale reserves the right to reject any or all SOQ's, to waive any informality in any SOQ, and to select SOQ's that best meet the City's needs. Each SOQ will be considered only in its entirety. A late or incomplete SOQ will not be considered, and the City reserves the right to determine the completeness of each SOQ.

## **Sample Agreement and Insurance Requirements**

The selected consultants will be required to execute a City of Lawndale Agreement for Professional Consulting Services. A sample agreement outlining typical terms and content is attached for your review. If any revisions are requested, they must be described in full in the firm's SOQ. The consultant will also be required to provide, but not be limited to, the following insurance coverage:

- Workers' Compensation Insurance – Statutory
- General Liability Coverage in the amount of \$1,000,000 per occurrence;  
\$2,000,000 general liability aggregate
- Professional Liability Coverage in the amount of \$1,000,000
- Automobile Liability Coverage in the amount of \$1,000,000

The selected consultants will be required to have a current City of Lawndale business license.

### **Submittal Requirements**

This RFQ is intended to assess each firm's general capabilities as they would apply to the City of Lawndale and to evaluate specific responses to the expected Scope of Work. Each firm must address the following items in its response to this RFQ.

1. State the legal name of your firm, address, and telephone number.
2. Describe your firm's background and experience, and the structure of your organization (i.e., individual, partnership, corporation, joint venture, etc.).
3. Describe the proposed Project Manager's background and experience (where applicable).
4. Provide general contact information including the name of the proposed Project Manager, the office from which he/she will work, address, phone number, fax number and e-mail address.
5. Provide a minimum of three references for similar contracts performed within the past five years. Include the address, current phone number, name and title of the person to be contacted.
6. Provide a list of public agencies consultant has provided similar services during the preceding five years.
7. Describe your firm's approach to the Scope of Work.
8. Describe your firm's ability to perform the requested services as outlined in Attachment 1, including experience and credentials of the personnel who will be assigned to the project.
9. Provide a quotation for the hourly rates and minimum hours for each City visit applicable to all staff proposed to work on City projects by classification (not name) including Project Manager (where applicable). Also include any additional cost (such as mileage, copying, etc.) if applicable. Rates shall remain firm for a minimum of one (1) year from contract commencement date. Hourly rates quoted at the commencement of any specific project shall remain firm throughout the duration of that project unless specified otherwise.

## **Format for SOQ Submittal**

Firms are required to adhere to the following submittal format:

- Letter of Transmittal
- General company information
- Firm's understanding of the City's needs
- Qualifications of persons to be assigned to Lawndale
- Names and qualifications of sub consultants, if any
- List of references
- List of contracts with other local agencies
- Rate Schedule

## **Selection Criteria**

The City of Lawndale will shortlist consultants on the basis of qualifications and experience. The following general selection criteria will be used to evaluate each consulting firm:

1. Approach to the Scope of Work
2. Clarity of SOQ
3. Project Manager and/or consultant experience most closely related to the City's requirements
4. Qualifications and resumes, along with availability of staff assigned
5. References for similar work completed within the last five years
6. Responsiveness to the Request for Qualifications
7. Ability to respond quickly

If you have any questions, please contact me at [Fsenterno@lawndalecity.org](mailto:Fsenterno@lawndalecity.org) or at (310) 973-3266.

Sincerely,

Frank Senteno, P.E.  
Public Works Director/City Engineer

Attachments

## ATTACHMENT 1

### Scope of Work

The Scope of Services shall include the following services on an as-needed basis:

#### **1. PARCEL MAP CHECKING AND PROCESSING, AND SURVEYING**

Consultant shall perform map, easement, and legal descriptions checking and provide surveying services. Consultant shall understand the current standards and requirements such as the Americans with Disabilities Act (ADA), National Pollutant Discharge Elimination System (NPDES), and Subdivision Map Act.

Easement documents, lot line adjustments, dedications, vacations, parcel and tract maps shall be checked by, or the check overseen by, a Licensed Land Surveyor to assure compliance with applicable provision of the Subdivision Map Act, City ordinances, and other conditions of approval and requirements.

Consultant's turnaround time for first check shall be 10 working days, and consultant will review the submittal package for completeness before beginning the check. If the submittal is deficient, it is returned to the preparer until the first check is deemed sufficient. After the submittal is made to the City, the fees paid, and the first check sent to consultant, consultant will work with the preparer directly, unless instructed otherwise by the City. Consultant's subsequent checks will be completed within 5 days or less. Consultant will take full charge of the project management until the consultant is able to send the approved originals to the City.

Surveying related work will include compliance with California Business and Professions Code 8771 concerning preservation of existing survey monuments that might be destroyed by City construction projects. Consultant must research existing City and Los Angeles County Surveyor records to assure a complete record of existing monumentation. Perform survey measurements and calculations necessary to locate existing and/or set monuments. Set monuments and reference ties for monuments destroyed by construction or monuments not meeting County standards. Prepare corner records for each location showing found and/or set monuments, record map references, reference ties and measured angles and/or distances. Corner records shall be filed with the County Surveyor. Provide construction survey stakeout services per construction plans. Provide survey field notes to the City in both hardcopy and electronic formats.

## **2. TRAFFIC ENGINEERING**

Typical traffic engineering services provided will include analysis, review, and comment on traffic and parking impact studies, analysis and comment on traffic and circulation patterns, traffic signal timing plans, and construction plans and specifications, review and analysis of private development projects for compliance with applicable local, county, state, and other agency codes, standards, and rules, working with various City departments and other public and private agencies on traffic-related issues, review, analyze, and respond to citizen complaints and public official inquires, and attend Traffic Committee, Planning Commission, and City Council meetings as needed.

## **3. FEDERAL LABOR COMPLIANCE SERVICES**

Provide federal labor compliance services that includes: verifying and documenting job-site posting of wage rate information and labor compliance posters; monitoring weekly payroll documentation on a continuous basis, including certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations; conducting regular site visits to monitor workforce utilization; performing all necessary labor compliance interviewing of employees on site, using appropriate forms, in the proper frequency and of the proper work classifications required by the United States Department of Housing and Urban Development; following up with contractor by telephone and certified mail regarding required document submittals and payroll discrepancies; coordinating with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements; receiving, pursuing, and documenting labor complaints; recommending special action to be taken if contractor continuously fails to comply with requests and requirements; and maintaining content and format of labor compliance file in conformance with applicable government requirements.

## **4. PROJECT MANAGEMENT SERVICES**

Provide general project management services that include: attending a pre-design (kick-off) meeting with City representatives to review the project, in detail, to determine the City's specific requirements on the project, preferred strategies, and cost limitations; maintain continuous communication with the City's Project Manager, including meetings to review project status at 65%, 95%, and 100% completion; provide agendas for special items of discussion, and minutes listing agreed upon actions; monitor progress of design team to ensure project delivery on schedule and within budget; provide a detailed project schedule with updates on a monthly basis; maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties that may impede progress; and proactively initiate communications any time there arises a question or inconsistency in the flow of work production.

## **5. GENERAL ENGINEERING SERVICES**

Provide general engineering services that include: meeting with City staff to review projects, scopes of work, project schedules, cost estimates, review plans and specifications; prepare request for proposals; review design engineering proposals; review field conditions; prepare sketches, studies, reports, cost estimates; research engineering questions/issues, come up with solutions; attend meetings as requested; prepare plans, specifications, cost estimates; prepare project change orders; and assist with various engineering tasks as assigned.

## **6. DESIGN ENGINEERING SERVICES**

The consultant will be expected to deliver completed and approved design assignments on or ahead of approved schedules. All designs shall be prepared and submitted in a manner that ensures a complete design approved by the City. The consultant must be proactive and knowledgeable of the design, environmental, and funding requirements of the project. Consultant must be an advisor, advocate, and produce a product within the required schedule and project budget.

The scope of work for all design projects includes conducting ground and/or aerial survey as necessary to facilitate preparation of the design; preparing cross sections, topographic surveys, and surveys; conducting right-of-way research and preparing legal descriptions; prepare signing, striping, detour, and traffic control design; coordinating geotechnical investigations and soils analysis reports; coordinating design and approvals with other agencies; conducting existing utility research and coordinate relocations; prepare and process environmental clearances; process plans and permits through other affected agencies; prepare storm water pollution prevention plans; prepare technical specifications; prepare cost estimates and quantity take-offs; and prepare all design in AutoCAD (or equivalent) format using City standard CAD symbology and layer naming conventions. The consultant must have adequate knowledge of requirements for state and federally funded projects.

The Scope of Work includes, but is not limited to, the following design engineering disciplines:

### **1. Street and Park Landscape Design**

Prepare streetscape designs including raised median island and parkway landscaping; design of public parks; landscape rehabilitation designs; landscape irrigation systems design; and grading design.

### **2. Traffic Signal and Traffic Signal Interconnect Design**

Prepare roadway and street traffic signal design; perform signal warrants and coordination studies; prepare special traffic studies; and conduct signal coordination studies (before and after coordination travel time).

## **7. RIGHT-OF-WAY ACQUISITION**

Consultant will provide right-of-way support to City staff. Tasks could include assisting staff in processing various deeds and agreements resulting from new subdivisions or assessment districts, and acquiring right-of-way for capital improvement projects. Provide legal description and sketch to be recorded with Los Angeles County.

## **8. MATERIALS, SOILS, COMPACTION TESTING**

Under the direction of a Registered Geotechnical Engineer, consultant is to provide soils and materials testing as requested for the City for various City projects.

**CITY OF LAWNSDALE**

**CONTRACT SERVICES AGREEMENT FOR**

**[REPLACE THIS LINE WITH DESCRIPTION OF SERVICES]**

This Contract Services Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Lawndale, 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 discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry 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, marital status, national origin or ancestry.

## **9.0 MISCELLANEOUS PROVISIONS**

9.1 Notice. Any notice or other 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, City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Consultant, to the person 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 Integration; Amendment. 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, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties 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.

9.5 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.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

**CITY:**  
CITY OF LAWNSDALE,  
a municipal corporation

\_\_\_\_\_  
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]