

LOCATION:

El Monte City Hall – East
City Council Chambers
11333 Valley Boulevard
El Monte, CA 91731



DATE AND TIME:

Wednesday,
July 29, 2020
6:00 p.m.

ADJOURNED REGULAR MEETING AGENDA OF THE CITY COUNCIL OF THE CITY OF EL MONTE

MEETING JOINTLY AND REGULARLY WITH THE EL MONTE HOUSING AUTHORITY; EL MONTE PUBLIC FINANCING AUTHORITY; EL MONTE WATER AUTHORITY; EL MONTE PARKING AUTHORITY; SUCCESSOR AGENCY TO THE FORMER EL MONTE COMMUNITY REDEVELOPMENT AGENCY; HOUSING SUCCESSOR AGENCY; AND, FROM TIME TO TIME, SUCH OTHER BODIES OF THE CITY WHOSE MEMBERSHIP IS COMPOSED EXCLUSIVELY OF THE MEMBERSHIP OF THE CITY COUNCIL

COUNCILMEMBERS/AUTHORITY MEMBERS:

Andre Quintero, Mayor

♦ *Maria Morales, Mayor Pro Tem* ♦ *Jessica Ancona, Councilmember*

♦ *Victoria Martinez Muela, Councilmember* ♦ *Jerry Velasco, Councilmember*

Members of the public wishing to observe the meeting may do so in one of the following ways:

- (1) Turn your TV to Channel 3;
- (2) City's website at <http://www.elmonteca.gov/378/Council-Meeting-Videos>; or
- (3) Call-in Conference (888) 204-5987; Code 8167975.

Members of the public wishing to make public comment may do so via the following ways:

- (1) Call-in Conference Line – comments/questions can be submitted per the instructions at the beginning of the meeting; and
- (2) Email – All interested parties can submit questions/comments in advance to the City Clerk's general email address: cityclerk@elmonteca.gov.

[Instruction regarding accommodation under the Americans with Disabilities Act can be found on the last page of this Agenda.](#)

Adjourned City Council Meeting of July 29, 2020

1. CALL TO ORDER:

2. ROLL CALL FOR CITY COUNCIL AND AUTHORITY BODIES:

Andre Quintero, Mayor/Chair
Maria Morales, Mayor Pro Tem/Authority Member
Jessica Ancona, Councilmember/Authority Member
Victoria Martinez Muela, Councilmember/Authority Member
Jerry Velasco, Councilmember/Authority Member

3. APPROVAL OF AGENDA:

4. CLOSED SESSION (6:00 p.m. – 7:00 p.m.):

The City Council and the various Authority Bodies whose membership is composed exclusively of the membership of the City Council (collectively, the "Council") will attempt to address and complete all Closed Session business between 6:00 p.m. and 7:00 p.m. If the Council completes all Closed Session business prior to 7:00 p.m., the Council will take a short recess and commence all Open Session proceedings promptly at 7:00 p.m. In the event the City Council is unable to address or complete all agendaized Closed Session items by 7:00 p.m., the Council will hear all such remaining items toward the end of the meeting, immediately following Council Communications. Should any member of the public wish to address the Council on any *agendaized* Closed Session matter, the Council shall allow such person to address the Council on such matter prior to going into Closed Session, provided that all persons wishing to address the Council on an agendaized Closed Session matter shall fill out a speaker card and be subject to a speaker's time limit of 3 minutes per speaker and further provided that the Council shall be under no obligation to respond to or deliberate upon any specific questions or comments posed by a speaker or take action on any issue raised by a speaker beyond such action as the City Council may be lawfully authorized to take on an agendaized Closed Session matter pursuant to the Brown Act (Govt. Code Section 54950 et seq.).

4.1 Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator.

Property Location:
Channel Parcel and Fed-Ex Parcel

Name of Party City is Negotiating with:
Stuart Riddle

City's Designated Negotiators:
Betty Donavanik, Community and Economic Development Director; and Dave Gondek, Senior Deputy City Attorney; and Joaquin Vazquez, Assistant City Attorney

Under Discussion:
Both Price and Terms.



Adjourned City Council Meeting of July 29, 2020

4.2 Closed Session Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1) – Significant Exposure of Litigation – Three (3) Potential Cases.

4.3 Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiator – Represented Employees:

Bargaining Units Subject to Negotiations: El Monte SEIU Local 721; El Monte Police Mid-Managers Association; El Monte Police Officers Association; Management Group; and El Monte General Mid-Managers Association.

City's Designated Negotiator: Alma K. Martinez, City Manager and John Nguyen, Human Resources/Risk Management Director

OPEN SESSION PROCEEDINGS

(Commencing at 6:00 p.m. or as soon thereafter as the City Council reconvene from Closed Session/Short Recess)

5. INVOCATION:

6. FLAG SALUTE: Chief of Police, David Reynoso.

7. PUBLIC COMMENT REGARDING NON-AGENDIZED MATTERS:

This time has been set aside for persons in the audience to make comments or inquiries on matters within the general subject matter jurisdiction of the City Council, the Housing Authority, the Financing Authority and/or the Water Authority (collectively, the "Council") that **are not listed on this agenda**. Although no person is required to provide their name and address as a condition to attending a Council meeting, persons who wish to address the Council are asked to state their name and address. Each speaker will be limited to three (3) continuous minutes. Speakers may not lend any portion of their speaking time to other persons or borrow additional time from other persons.

Except as otherwise provided under the Brown Act (Gov. Code Section 54950 et seq.), the Council may not deliberate or take action upon any matter not listed on this posted agenda but may order that any such matter be placed on the agenda for a subsequent meeting. The Council may also direct staff to investigate certain matters for consideration at a future meeting.

All comments or queries presented by a speaker shall be addressed to the Council as a body and not to any specific member thereof. No questions shall be posed to any member of the Council except through the presiding official of the meeting, the Mayor and/or Chair. Members of the Council are under no obligation to respond to questions posed by speakers but may provide brief clarifying responses to any comment made or questions posed. The Council may not engage in any sort of prolonged discussion or deliberation with any speaker or group of speakers on matters that are not listed on this agenda.



Adjourned City Council Meeting of July 29, 2020

Enforcement of Decorum: The Chief of Police, or such member, or members of the Police Department as the Chief of Police may designate, shall serve as the Sergeant-at-Arms of any Council meeting. The Sergeant-at-Arms shall carry out all orders and instructions given by the presiding official for the purpose of maintaining order and decorum at the meeting. While members of the public are free to level criticism of City policies and the action(s) or proposed action(s) of the Council or its members, members of the public may not engage in behavior that is disruptive to the orderly conduct of the proceedings, including, but not limited to, conduct that prevents other members of the public from being heard when it is their opportunity to speak or which prevents members of the audience from hearing or seeing the proceedings. Members of the public may not threaten any person with physical harm or act in a manner that may reasonably be interpreted as an imminent threat of physical harm. All persons attending the meeting must adhere to the City's policy barring harassment based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual orientation or age.

8. CONSENT CALENDAR:

All matters listed under the Consent Calendar are considered to be routine in nature and may be enacted by one motion approving the recommendation listed on the Agenda. One or more items may be removed from the Consent Calendar so that they may be discussed, considered and voted upon individually by the Council. A matter may be removed from the Consent Calendar and taken up separately by way of a seconded motion of any member of the Council with the approval of a majority of the Council quorum.

8.1 Waiver of Full Reading of Ordinance(s).

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Approval to waive full reading (except title) of all ordinances appearing on the City Council agenda as authorized under Government Code Section 36934, unless otherwise directed by the City Council.

Total Cost: N/A

Account No: N/A

Is the cost of this item budgeted? N/A

8.2 Consideration and Approval of a Professional Services Agreement with All City Management Services Inc. to Provide Crossing Guard Services Between the 2020-2021 and the 2022-2023 School Years.

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Professional Services Agreement with All-City Management Services for Crossing Guard Services for a not-to-exceed amount of \$183,168; and



Adjourned City Council Meeting of July 29, 2020

2. Authorize the City Manager, or her designee, to execute the Professional Services Contract with All-City Management Services.

Total Cost: \$183,168

Account No: 100-67-670-6137

Is the cost of this item budgeted? Yes

(General Fund Acct.)

9. REGULAR AGENDA:

- 9.1 **Consideration and Approval of a Professional Services Agreement with Michael Baker International for Construction Management and Inspection Services for the Nevada Bodger Water, Sewer and Pavement Improvement Project, CIP No. 014, CIP No. 05 and CIP No. 038 for a Not-to-Exceed Amount of \$1,415,292.**

RECOMMENDATION OF BUSINESS ITEM UNDER CONSIDERATION:

It is recommended that the City Council:

1. Consider and approve a Professional Services Agreement for Construction Management and Inspection Services for the Nevada/Bodger Water, Sewer and Pavement Improvement Project, CIP No. 014, CIP No. 005 and CIP No. 038 with Michael Baker International for a not-to-exceed amount of \$1,415,292 which includes a contract amount of \$1,286,629 plus a ten percent (10%) contingency of \$128,663;
2. Authorize the use of Bond Proceeds from the El Monte Water Authority Revenue Bonds Series 2018A, Sewer Fund and Measure M Fund for this budget;
3. Consider and approve a total not-to-exceed amount of \$1,415,292 to be appropriated from the Water Bond Series 2018, Sewer Fund, Measure M Fund and approve the Project budget as presented in Attachment 1;
4. Authorize staff to advertise and publish the Notice of Inviting Bids for the Water Main Replacement Project, CIP 014; and
5. Authorize the City Manager, or her designee, to execute the Professional Services Agreement with Michael Baker International.

Total Cost: \$1,415,292

Account No: 600-06-014-7221 (\$440,791)
Water Main Replacement Fund
650-67-005-8221 (\$774,072)
Sewer Replacement Fund
225-67-038-8221 (\$200,429)
Measure M Fund

Is the cost of this item budgeted? Yes

10. CITY ATTORNEY'S AGENDA:



Adjourned City Council Meeting of July 29, 2020

11. CITY MANAGER'S AGENDA:

11.1 COVID-19 Update.

11.2 Fourth of July Update.

11.2 Fiscal Year 2020-2021 Budget Update.

12. WRITTEN COMMUNICATIONS:

13. COUNCIL COMMUNICATIONS/REPORTS:

13A. Mayor Quintero

13B. Mayor Pro Tem Morales

18B.1 Discussion Regarding Farmers Market Update.

18B.2 Discussion Regarding Citywide Broadband Accessibility and Needs Assessment.

13C. Councilwoman Ancona

13C.1 Discussion Regarding Update on Foothill Services.

13D. Councilwoman Martinez Muela

13D.1 Discussion Regarding Bridging the Technology Gap a Partnership with the American Legion to Support Parents, Students and Seniors in Distance Learning and Online Communication Modes Via Technology Training Classes.



Adjourned City Council Meeting of July 29, 2020

13D.2 Discussion Regarding Rising Large Number of COVID Cases in El Monte.

- i. Possibly postponing current community gatherings and give direction to staff to create immediately a “Stopping the Spread” Multi-Lingual Marketing Campaign.**

13D.3 Discussion Regarding FY 20-21 Budget

- i. Request for public documents regarding Budget as prepared and delivered to the Bargaining Units be delivered to each Councilmember at least 48 hours prior to Budget Workshop.**

13D.4 Discussion Regarding Suppression of the City Council by Manipulation of the Council Meetings to Consistently Eliminate Council Communications.

- i. Recommended Action: Move Council Communication to the Beginning of the Meeting.**

13D.5 Discussion Regarding Protocols for the Termination of Executive Employees.

13D.6 Discussion and Action Regarding Adding to the November Ballot a Rotating Mayorship Measure.

- i. Recommended Action: Add a ballot allowing voters to vote to change the current elected mayor system to a rotational mayor system based on seniority. This measure is an effort for cost savings as well as supporting a more collegial City Council.**

13E. Councilman Velasco

13E.1 Discussion Regarding Census 2020 Update.

13E.2 Discussion Regarding Farmers’ Market on Main Street.

13E.3 Discussion Regarding Al Fresco Outside Dining.

13E.4 Discussion Regarding the Drive-In Movie Events on Main Street.



Adjourned City Council Meeting of July 29, 2020

14. ADJOURNMENT:

The next Regular Meeting of the City Council will be held on **August 18, 2020** at 6:00 p.m. This Agenda will be posted on the City's website, www.ci.el-monte.ca.us, and physically posted no less than 72 hours prior to the start of the subject regular meeting. Although it is the City's practice and desire to electronically post a copy of this Agenda along with supporting material as part of its website posting, the size or formatting of certain supporting materials may render their website posting infeasible. Nevertheless, all supporting materials related to any item on this Agenda, that is made available to the members of the council may be inspected by members of the public at the City Clerk's Office located at 11333 Valley Boulevard, El Monte, Monday through Thursday, 7:00 am – 5:30 pm. For more information, please call the City Clerk's Office at 626-580-2016.

All public meetings and events sponsored or conducted by the City of El Monte are held in sites accessible to persons with disabilities. Requests for accommodations may be made by calling the office of the City Clerk at (626) 580-2016 at least three (3) working days prior to the event, if possible. This Agenda and copies of documents distributed at the meeting are available in alternative formats upon request.

Posted: July 26, 2020 at 2:45 p.m.





CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 29, 2020

July 23, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ALL CITY MANAGEMENT SERVICES INC. TO PROVIDE CROSSING GUARD SERVICES BETWEEN THE 2020 – 2021 AND THE 2022-2023 SCHOOL YEARS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve a Professional Services Agreement with All-City Management Services for Crossing Guard Services for a not-to-exceed amount of \$183,168; and
2. Authorize the City Manager, or her designee, to execute the three (3) year Professional Services Contract with All-City Management Services with two (2) optional years.

BACKGROUND

All City Management Service (ACMS) is a private company located in Los Angeles that has provided traffic and parking consultation and support services since its establishment in 1985. ACMS has provided crossing guard services to the City of El Monte since September 2003 and specializes in crossing guard services throughout Southern California, New Mexico, and New York.

On May 20, 2019, City Council most recently approved an extension to ACMS's three (3) year Contract Services Agreement.

The City currently provides crossing guards at thirteen (13) locations that are within proximity to elementary and intermediate schools operated by the El Monte City and Mountain View School Districts. This includes morning and afternoon shifts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 4, 2020, Staff released a Request for Proposal, (Attachment 1), for Crossing Guard Services and posted on the City's website and advertised on PlanetBids. On May 21, 2020, the City received three (3) proposals and reviewed for completeness and evaluated based on criteria's stated in the Request for Proposal.

Based on the RFP's evaluation criteria, ACMS ranked the highest (Attachment 2). ACMS provides similar services to neighboring cities such as Cities of Rosemead, Baldwin Park, Duarte, Monrovia, West Covina, and Whittier.

It is staff's recommendation to award the Crossing Guard Services to All City Management Services for a not-to-exceed amount of \$183,168 for Academic Year 2020-2021, and \$198,844 and \$207,034, for Academic Years 2021 and 2022, respectively.

FISCAL IMPACT/FINANCING

Approval of the recommended action will allocate the necessary funds to pay for the crossing guard services at the thirteen (13) locations. The FY 2020-2021 proposed City Budget includes \$200,000 for crossing guard services from account no. 100-67-670-6137. This is the cost of providing crossing guards services for the next three (3) Fiscal Years with two (2) optional years:

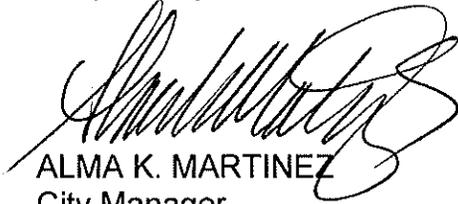
1. FY 2020 - 2021 – \$183,168.00
2. FY 2021 - 2022 – \$198,844.00
3. FY 2022 - 2023 – \$207,034.00
4. FY 2023 - 2024 - \$207,034.00 (Optional)
5. FY 2024 – 2025 - \$216,090.00 (Optional)

The rising cost for the subsequent academic years is due to the increasing cost of insurance premiums, medical coverage, and minimum wage in the State of California. Crossing guard services for Fiscal Years 2021 and 2022 will be budgeted as part of the respective budget process.

CONCLUSION

It is recommended that the City Council consider and approve a Professional Services Agreement with ACMS for Crossing Guard Services for a three year contract for a not-to- exceed amount of \$183,168; and authorize the City Manager, or her designee, to execute the agreement.

Respectfully submitted,



ALMA K. MARTINEZ
City Manager



SALVADOR MENDEZ
Public Works & Utilities Director

- Attachment 1: Request for Proposal
- Attachment 2: Consultant Ranking
- Attachment 3: Professional Service Agreement

DATE: JULY 29, 2020	
PRESENTED TO EL MONTE CITY COUNCIL	
<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	PULLED
<input type="checkbox"/>	RECEIVED AND FILE
<input type="checkbox"/>	CONTINUED
<input type="checkbox"/>	REFERRED TO
CHIEF DEPUTY CITY CLERK	



**PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
REQUEST FOR PROPOSAL (RFP)
FOR
CROSSING GUARD SERVICES
MAY, 2020**

IMPORTANT DATES

RFP ISSUED	May 4, 2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	May 8, 2020
RELEASE OF INFORMATION REQUESTED	May 14, 2020
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 5:00 PM	MAY 21, 2020
ANTICIPATED AWARD DATE	JUNE 16, 2020
APPROXIMATE START DATE	JULY 2020

REQUEST FOR PROPOSAL (RFP)

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EXHIBIT A – SCOPE OF SERVICES

EXHIBIT B – GENERAL SPECIFICATIONS

EXHIBIT C – FEE PROPOSAL

EXHIBIT D - SAMPLE PROFESSIONAL SERVICES AGREEMENT

1.0 Background

The City of El Monte (hereafter referred to as the “City”), the hub of the San Gabriel Valley, is located approximately 12 miles east of downtown Los Angeles. The City is the ninth largest city in Los Angeles County with a population of approximately 115,800 residents. The City encompasses two (2) primary watersheds – San Gabriel River (approx. 1,577 acres) and Los Angeles River (4,548 acres) and the tributary area of Legg Lake to the south. The City occupies approximately ten square miles and is primarily built-out, with a few remaining undeveloped parcels. The City is mostly residential, with a mixed use of commercial businesses and a minor number of industrial parcels. The City was incorporated in 1912 as a general law city and operates under the Council/Manager form of government. The City is governed by a five-member City Council and is administered by the City Manager.

City of El Monte is seeking formal proposals from qualified firms for Crossing Guard Services for a period of three (3) years commencing 2020-2021 school year (first day of school is August, 2020), with the option, at the City’s sole discretion, to extend two additional optional years upon successful demonstration of exemplary contract performance. The Department of Public Works will administer this Agreement.

This RFP describes the required scope of services and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements may be cause for disqualification.

2.0 Scope of Services

Qualifications – Related experience and references of Proposer

This section of the proposal should establish the ability of the Proposer to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; and supportive client references.

Proposer shall:

1. Provide a brief profile of the firm such as the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; and number of employees.
2. Provide a general description of the firm's financial condition and identify any conditions (i.e. bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the work.
3. Describe the firm's experience in providing similar services and highlight the participation in such work by the proposed staff for this RFP.
4. Provide as a minimum three (3) references for the projects cited as related experience and furnish the name, title address, telephone number and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Proposer may also supply references from other work not cited in this section as related experience.

Staffing

Proposer shall:

1. Identify Supervisor and detailing applicable experience needed to perform the work.
2. Identify key personnel proposed to perform the work.
3. Proposer shall include a statement that identified key personnel will be available for the duration of the work and acknowledge that no key personnel shall be removed or replaced without the prior written concurrence of the City.
4. Provide alternate personnel due to unexpected absences of primary crossing guard.

Work Plan

The Proposer shall provide a brief narrative, which addresses the Scope of Work in Exhibit A and the General Specifications in Exhibit B, understanding requirements, and approach to completing the work.

Fee Proposal

Proposers shall submit Fee Proposal inclusive of all direct costs, indirect costs and profit. Fee Proposal shall be provided under Exhibit C – Fee Proposal Form.

3.0 Proposal Format

All firms shall include the following information and comply with the associated page limit restrictions and one limited to ten (10) pages or less. Note that one (1) page includes the front side of an 8.5"x11" sheet of paper and the front cover and back cover does NOT constitute a page. **However, Table of Content, Appendices, Exhibits, Resumes, Title pages and blank pages will ALL COUNT toward your ten (10) page limit.**

- 1) **Cover Letter. Maximum 1-page cover letter** signed by an officer of the firm, binding the firm to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the firm and shall include the following Statement:
 - a. I HAVE READ UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSALS AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.
- 2) **Proposer's Background. Maximum 1-page background** on the proposer and its area(s) of professional expertise relevant to this RFP.
- 3) **Proposals and Experience of Proposer's Personnel.** Summary of the relevant experience, work history, training, education and special certifications of the proposer's personnel who will be performing services contemplated under this RFP on the proposer's behalf. Relevant experience can include your company's overall experience, experience with similar programs and the experience of individuals on your proposed team. Show how your experience relates to the demands of the services to be provided.
- 4) **References.** Each firm must include at least three public agency references going back no more than five (5) years from the issuance of this RFP in which the firm was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past programs in which the personnel to be used by proposer for this project were deployed. The references should include the name, title and contact

information of the public agency officer or employee responsible for overseeing the proposer's work with contact information.

- 5) **Fee Proposal/Rate Schedule.** A detailed all-inclusive fee proposal. Contractor shall not subcontract any portion of the work required without written approval by the City.

The City reserves the right to delete specific task(s).

4.0 Evaluation Criteria

Each Contractor shall be evaluated on the basis of the proposer's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the program, Fee Proposal and compliance with the RFP requirements including the terms of the attached PSA.

5.0 Selection Process

City staff will review the proposals. City Staff may choose to interview several of the top ranked firms. However, at its sole discretion the City Staff may dispense with interviews and select proposer to provide the required services.

6.0 Proposal Requirements

Proposal must be submitted using the following methods: Uploaded to PlanetBids or emailed to Lee Torres, City Engineer, at ltorres@elmonteca.gov and shall include a subject title as follows.

Subject: REQUEST FOR PROPOSALS: CROSSING GUARD SERVICES

Proposal cover letter shall be addressed as follows:

**City of El Monte
Department of Public Works
ATTN: Braden Yu, Public Works Director
11333 Valley Boulevard
El Monte, CA 91731-3293**

Proposal must be received by or before the Submission Deadline. Proposals that are submitted/uploaded/emailed after the Submission Deadline will not be considered by the City. Submitted Proposals shall be maintained as confidential records of the City up to the Submission Deadline. Firms may withdraw, modify and/or resubmit a Proposal prior to the Submission Deadline but not after. Firms shall be bound to the terms of their Proposal following the Submission Deadline, however, the City, in its sole and absolute discretion, reserves the right to accept post deadline modifications if it is determined that such modifications are in the best

interests of the City. The City also reserves the right to waive minor non-substantive informalities or allow the firms to correct them.

- 1) Proposers shall be solely and exclusively responsible for all costs incurred in connection with the preparation and submission of the Proposal; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. The City is not liable for any costs incurred by firms submitting their Proposal in response to this RFP. Whether or not a firm is awarded a contract pursuant to this RFP, no firm shall be entitled to reimbursement for any costs or expenses associated with the firm's participation in this RFP process.
- 2) Late Proposals will not be considered.
- 3) The City reserves the right to reject any and all Proposals received as a result of this RFP. The City's potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the Fee/Rate Schedule. If a contract is awarded, it will be awarded to the proposer who in the judgment of the City has presented an optimal balance of relevant staff experience, primary and emergency staffing to support the all locations services are requested, work plan, work history and other factors which the City may consider relevant and important in determining which firm(s) are best for the City.
- 4) The City reserves the right to cancel or modify this RFP. There is no guarantee that the City will award contract.
- 5) The City reserves the right to investigate the qualifications of any proposer under consideration including proposed subcontractors and parties otherwise related to the proposer and require confirmation of information furnished by a proposer, or require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this RFP.
- 6) Following the Submission Deadline, the City, pursuant to the California Public Records Act (Govt. Code Section 6250 et seq.) reserves the right to make copies of all submitted Proposals available for inspection and copying by any interested member of the public, except to the limited extent the City determines that any information contained in a Proposal is legally privileged under the California Public Records Act. By submission of a Proposal, proposers acknowledge and agree that their Proposal and any information contained therein may be disclosed by the City to interested members of the public, including other proposers.
- 7) The City reserves the right to approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members.

- 8) The City reserves the right to evaluate responses in terms of the best interests of the City, applying criteria provided in this RFP and any other criteria the City, in its sole discretion, deems pertinent.
- 9) By the submission of a Proposal, each proposer accepts and agrees to execute a written Professional Services Agreement (PSA) in the form attached hereto as Exhibit A, inclusive of all stated terms and conditions relating to indemnification, required insurance and standard of care requirements. If a proposer is unable to agree to any of the terms or conditions of the PSA in the form attached hereto, the proposer must identify the provision(s) in question and provide an explanation as to why the proposer cannot comply with such provisions. If a proposer's objection to a certain provision of the PSA is merely a question of added cost, the proposer shall indicate in the Proposal the difference in cost associated with complying with the provision(s) versus the cost associated with the City's waiver or modification of the provision(s). The City shall be under no obligation to make modifications to the PSA after a contract has been awarded and proposers shall be deemed to have incorporated all costs associated with compliance with the PSA into their RFP. A firm's inability to comply with one or more provisions of the PSA shall be a factor that will be considered by the City in determining which firms will serve the best interest of the City when all other factors are taken into account.
- 10) All Proposals must remain valid for a minimum period of ninety (90) calendar days after the Submission Deadline. Responses may not be modified or withdrawn by the proposer during this period of time except in accordance with this RFP and with written permission granted by the City.
- 11) All questions or requests for clarification shall be submitted via email to Lee Torres, City Engineer at ltorres@elmonteca.gov by the REQUEST FOR INFORMATION DEADLINE. All questions received by this deadline will be addressed and posted on the City's website (www.ci.el-monte.ca.us) and uploaded to PlanetBids by the RELEASE OF INFORMATION REQUESTED DATE.
- 12) If it becomes necessary to revise any part of this RFP, an addendum will be posted on the City's website and/or PlanetBids. It shall be the sole responsibility of the proposer to check for any addendums to the RFP that may be issued by the City.
- 13) It is the responsibility of potential firm to be thoroughly familiar with the scope of services to be performed under this RFP.
- 14) The proposer agrees that, if a contract is awarded to a proposer, the proposer shall make no claim against the City or any of the funding agencies because of any

estimate or statement made by any employees, agents, or consultants of the City which may prove to be erroneous in any respect.

- 15) Proposers may withdraw their Proposal prior to the Submission Deadline.

EXHIBIT A
SCOPE OF WORK

The City of El Monte ("City") requires a contractor to provide crossing guard services at various school site locations as indicated in Paragraph E. Services include but are not limited to monitoring, supervising and assuring the safety of school children and pedestrians who utilize street intersections and crosswalks to and from school.

The Contractor shall:

1. Provide crossing guard services at the designated hours on all days the designated schools in the City are in session in accordance with Paragraph E – "Locations" of Exhibit B – General Specifications.
2. Provide supervisory personnel to oversee the activities of the crossing guards to ensure that crossing guards are present at the required locations and times.
3. Maintain adequate reserve personnel to provide alternate crossing guards in the event that a crossing fails to report for work at the assigned time and location.
4. Provide properly trained personnel as specified herein for their performance and duties of crossing guards including the laws and codes of the State of California and the City pertaining to general pedestrian safety and school crossing areas.
5. Provide all crossing guards with apparel by which they are readily visible and easily recognized as crossing guards. Such apparel shall be uniform for all crossing guards and shall be worn at all times while performing crossing guard duties to include "STOP" signs and other safety equipment as needed.
6. Contractor shall provide the City a crossing guard assignment schedule twice a year in August to reflect the regular school year, and on June to reflect the summer session. Crossing guard assignment schedules shall include the following information:
 - Site number
 - Name of Primary Crossing Guard and Alternate Crossing Guard
 - Supervisor Name
 - School Name
 - Intersection Location
 - Minimum days schedule and hours
 - Regular days schedule and hours
 - The number of hours the City will be invoiced for each respective site number

EXHIBIT B

GENERAL SPECIFICATIONS

A. Examination of Work Area

Contractors are responsible for familiarizing themselves with the applicable schools and locations, prior to submitting a proposal, in order to understand the site and determine the range of hours for crossing guard services. The City will compensate up to a maximum number of hours per guard for each location base on Paragraph E – “Locations & Number of Hours” of Exhibit B – General Specifications. Should the hours for the crossing guard services exceed the maximum, the firm must obtain prior approval from the City.

B. Equipment

A list of all equipment to be used by the crossing guards shall be included in the proposal. The City requires that the Contractor furnishes safety-reflectORIZED vests, stop signs, whistles, rain gear and identification badges.

C. Staff

Contractor agrees that all individuals employed in this program will be employees of the Contractor.

- A pre-employment screening program shall include:
 - Employment reference check
 - No prior felony convictions
 - Perform criminal background check/fingerprinting service
 - Social security verification

Employees are required to wear safety-reflectORIZED vests (provided by Contractor) while on duty.

The Contractor shall provide all required training sessions for all employees hired as crossing guards in traffic measures to be used in conjunction with their crossing guard duties. Contractor must provide all employees a training manual that governs the crossing guard program. A signed Affidavit by each employee has completed the training shall be forwarded to the City at the end of the training. A copy of the training manual shall be included in the proposal.

D. Other Specifications

The Contractor is expected to assure and enforce safety and proper street crossing of school children in accordance with the schedule for each school.

The Contractor shall designate at least one person as a Supervisor for all locations in the City.

The Contractor must perform a drug-screening test for all proposed staff and incorporate a written policy on a “Drug and Alcohol Free Environment.”

E. Locations & Number Hours

Per the locations below, the City will compensate up to the hours per guard as indicated below, Table E.1, at the respective school site:

Site #	School	Intersection	Existing Traffic Signal	Controlled Crossing	Hours/Day
1	Columbia Elementary	Tyler Ave & Amador St. (NE)		4-Way Stop	3.5
2	Durfee Elementary	Maxson Rd. & Emery (NW)		3-Way Stop-Flashing	3.25
3	Gidley Elementary	Arden Dr. North of Rose at UPRR Tracks		Railroad Tracks	3.25
4	New Lexington Elementary	Santa Anita Ave & Bodger Street (SW)	Traffic Signal		3.25
5	Potrero Elementary	Fern St & Potrero Ave (NW)		3-Way Stop	3.5
6	Shirpser Elementary	Valley Bl & Gibson Rd (NE)	Traffic Signal		3.5
7	Wilkerson Elementary	Merced Ave & Fern St (SE)		4-Way Stop	3.25
8	Baker Elementary	Exline St & Cogswell Rd (NE)		4-Way Stop	3.25
9	Madrid Middle School	Garvey Ave & Durfee Ave Eastside (NW)	Traffic Signal		3.25
10	Madrid Middle School	Valley Bl & Durfee Ave (S)	Traffic Signal		3.25
11	Madrid Middle School	Garvey Ave & Durfee Ave Westside (NE)	Traffic Signal		3.25
12	Payne Elementary	Mt. View Rd & Magnolia St (NW)		4-Way Stop	3.25
13	Twin Lakes Elementary	Durfee Av & Deana St (NW)		4-Way Stop	3.25

Traditional Calendar:

- For sites with no regularly scheduled early release days, use 180 regular days/yr.
- For sites with one regularly scheduled early release day/week, use 144 regular days/yr. and 36 minimum days/yr.

Contractor is responsible to verify with the El Monte School Unified District and Mountain View School Districts' school calendar. The information provided above is for bidding purposes.

EXHIBIT C Fee Proposal

Enter below the proposed fee for the services described in Exhibit A – Scope of Work and Exhibit B – General Specifications. The City intends to award a firm fixed-price contract, therefore all pricing listed below shall include direct costs, indirect costs, tax and profit.

TRADITIONAL CALENDAR				
	Total Hrs./Day	Days/Yr.	Hourly Billing Rate	Total
11 Sites	3.25	180	\$	
3 Sites	3.5	144	\$	
Early Release	4.25	36	\$	
			Cost for 1st Fiscal Year	

Based on the “Total Hours/Day” and “Days/Yr.” provided in the table above, please complete the proposed Cost per Fiscal Year for Year 1 – 5 below.

TRADITIONAL CALENDAR			
Term		Crossing Guard Hourly Rate	Cost Per Fiscal Year
YEAR 1	July 1, 2020 – June 30, 2021	\$	\$
YEAR 2	July 1, 2021 – June 30, 2022	\$	\$
YEAR 3	July 1, 2022 – June 30, 2023	\$	\$
YEAR 4 (OPTION)	July 1, 2023 – June 30, 2024	\$	\$
YEAR 5 (OPTION)	July 1, 2024 – June 30, 2025	\$	\$

EXHIBIT D



20 _____ PROFESSIONAL SERVICES AGREEMENT

(Engagement: **INSERT ENGAGEMENT**)
(Parties: **INSERT CONSULTANT NAME** and City of El Monte)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____, 20____ (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and **INSERT CONSULTANT NAME**, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

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

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

WHEREAS, this Agreement was approved by the City Manager pursuant to his authority under Section 3.24.070(B) of the El Monte Municipal Code. OR IF OVER \$30,000: WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of _____, 20____ under Agenda Item No. _____.

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

I.

ENGAGEMENT TERMS

1.1 SCOPE OF WORK:

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled **"INSERT TITLE OF PROPOSAL"** dated **INSERT DATE OF PROPOSAL** (hereinafter, the "Scope of Work") which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

1.2 PROSECUTION OF WORK:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a Notice to Proceed. CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work and shall complete all of the Work by or before **INSERT COMPLETION DATE** (the "Completion Date");
- B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

- 1.3 COMPENSATION: CONSULTANT shall perform the Work in accordance with _____ **"INSERT TITLE OF COMPENSATION DOCUMENT"** _____ (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of **INSERT WRITTEN AMOUNT (\$ INSERT NUMBER)** (hereinafter, the "Not-to-Exceed Sum") during the Term of this

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

- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates **INSERT CITY REPRESENTATIVE** (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or his designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or her designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates **INSERT CONSULTANT REPRESENTATIVE**, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee will supervise and direct the performance of the Work, using his best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or his or her designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
 - C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;

- D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.) CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of

this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

2.6 SUBSTITUTION OF KEY PERSONNEL: Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **[INSERT NAME AND TITLE]**.

2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents,

contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.

- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. CONSULTANT shall also comply with all relevant provisions of CITY'S Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own

expense:

- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
 - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and will be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.

- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested.** All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work or any of the Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 The insurance coverage requirements set forth under this Article 3 are in addition to any coverage requirements set forth under Section VII (Insurance Coverages) of the Scope of Work and in the event of any conflict or inconsistency between the provisions of this Article 3 and the provisions of Section VII of the Scope of Work the provisions of this Article 3 shall govern and control.
- 3.8 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.9 ENFORCEMENT OF AGREEMENT PROVISIONS: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

- 3.10 SPECIAL RISKS OR CIRCUMSTANCES. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV.

INDEMNIFICATION

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

statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.

- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

4.8 **WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES [ONLY USE IF FOR DESIGN PROFESSIONALS]:** The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the City Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated

that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.9 **WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS:** Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.

4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.14 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V.

TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period

allowed under this Agreement.

- B. CONSULTANT will cure the following Events of Defaults within the following time periods:
- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false,

misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.3, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

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

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

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

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

VI.

MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all

Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

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

CONSULTANT:

INSERT CONSULTANT NAME

INSERT ADDRESS

Attn: INSERT PERSON OF CONTACT NAME

Phone: INSERT PHONE NUMBER

CITY:

City of El Monte

CITY DEPARTMENT

Attn: DEPARTMENT DIRECTOR

Phone: **CITY PHONE NUMBER**

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

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

- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully

executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

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

CITY OF EL MONTE:

CONSULTANT NAME

By: _____

Alma Martinez, City Manager

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

Date: _____



CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 21, 2020

ATTACHMENT 2

CROSSING GUARD SERVICES

CONSULTANT RANKING

Consultants	Rank
All City Management Services	1
American Guard Services	2
Lotus USA, Inc.	3



2020
PROFESSIONAL SERVICES AGREEMENT
(Engagement: Crossing Guard Services)
(Parties: All City Management Services, Inc. and City of El Monte)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2020 (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and ALL CITY MANAGEMENT SERVICES, INC., (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional crossing guard services; and

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

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of _____, 2020 under Agenda Item No. _____.

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

I.
ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term commencing from the Effective Date and continuing for three (3) years (hereinafter, the "Term"). The Agreement may be extended by the CITY subject to its same terms and conditions for a maximum of two (2) additional one-year extension terms, provided the CITY issues written notice of its intent to extend the Term of the Agreement prior to the expiration of the initial Term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 SCOPE OF SERVICES:

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "Request for Proposals (RFP) for Crossing Guard Services" issued May 4, 2020, (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "All City Management Services Proposal" (hereinafter, the "CONSULTANT Proposal") dated May 18, 2020. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control."

1.3 PROSECUTION OF WORK:

- A. CONTRACTOR shall perform the Work contemplated under this Agreement on an as-needed, as requested basis. Nothing in this Agreement shall be construed to grant CONTRACTOR the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONTRACTOR to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Work in the manner described below and such Work is in fact performed and completed by CONTRACTOR and accepted by CITY;
- B. CONTRACTOR shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONTRACTOR shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- C. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees; and
- E. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

- 1.4 COMPENSATION: CONTRACTOR shall perform the Work in accordance with "Fee Proposal" (hereinafter, the "Fee Proposal") which is attached and incorporated hereto as **Exhibit "C"**. The foregoing notwithstanding, CONTRACTOR's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the annual budgeted sum as follows: 1) for Fiscal Year 2020-2021: **ONE HUNDRED EIGHTY THREE THOUSAND ONE HUNDRED SIXTY-EIGHT DOLLARS (\$183,168)**; 2) for Fiscal Year 2021-2022: **ONE HUNDRED NINETY EIGHT THOUSAND EIGHT HUNDRED FORTY-FOUR DOLLARS (\$198,844)**; and 3) for Fiscal Year 2022-2023: **TWO HUNDRED SEVEN THOUSAND THIRTY-FOUR DOLLARS (\$207,034)** (hereinafter, the "Annual Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONTRACTOR's charges are projected to exceed the Annual Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONTRACTOR's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.
- 1.5 PAYMENT OF COMPENSATION: The Annual Not-to-Exceed Sum will be paid to CONTRACTOR in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.6 ACCOUNTING RECORDS: CONTRACTOR will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR will deliver to CITY immediately and without delay, all materials, records and

other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates Braden Yu, Public Works and Utilities Director (hereinafter, the "CITY Representative"), to act as its representative for the performance of this Agreement. The CITY Representative or his designee will act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR will not accept directions or orders from any person other than the CITY Representative or his designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates Demetra Farwell, Director of Administrative Services, to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative will have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee will supervise and direct the performance of the Work, using his best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative will constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONTRACTOR will be subject to inspection and approval by CITY Representative or his or her designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
 - A. CONTRACTOR will perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;

- C. CONTRACTOR will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONTRACTOR will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.) CONTRACTOR shall be liable for all violations of such laws and regulations in connection with Services. If CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations, CONTRACTOR shall be solely responsible for all costs arising therefrom;
- E. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- G. All of CONTRACTOR's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

2.5 ASSIGNMENT: The skills, training, knowledge and experience of

CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

2.6 SUBSTITUTION OF KEY PERSONNEL: CONTRACTOR has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONTRACTOR cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONTRACTOR at the request of the CITY. The key personnel for performance of this Agreement are as follows: **[INSERT NAME AND TITLE]**.

2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and will at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined

by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONTRACTOR and will not be reassigned to perform any of the Work.

- 2.9 COMPLIANCE WITH LAWS: CONTRACTOR will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars

(\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

- B. Automobile Liability Insurance: CONTRACTOR will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
 - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONTRACTOR will procure and maintain Errors and Omissions Liability Insurance appropriate to CONTRACTOR's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of

CONTRACTOR's insurance and will not contribute with it.

- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested.** All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONTRACTOR's commencement of any Work or any of the Work. Upon CITY's written request, CONTRACTOR will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement (each, a "Loss"). Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible

under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect CITY as set forth herein.

- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONTRACTOR's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONTRACTOR or CONTRACTOR's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the sole negligence or willful misconduct of any or all of the City Indemnitees.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONTRACTOR under this Agreement, any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to either pay CITY promptly for any costs associated with CONTRACTOR's obligations to indemnify the CITY Indemnitees under this Article, or related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel approved by CITY.
- 4.5 CITY does not, and shall not waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

- 4.6 The provisions of any workers' compensation or similar act will not limit the obligations of CONTRACTOR under this agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to the CITY Indemnitees.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR will cure the following Events of Defaults within the

following time periods:

- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY will cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period,

CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.3, above, will be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR will be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR will be liable for all legal fees plus other costs and

expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

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

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

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR will require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONTRACTOR without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR will not use

CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

All City Management Services, Inc.
10440 Pioneer Boulevard, Suite 5
Santa Fe Springs, CA 90670
Attn: Demetra Farwell, Director of
Administrative Services
Phone: (310) 202-8284

CITY:

City of El Monte
11333 Valley Boulevard
El Monte, CA 91731
Phone: 626-580-2058
Attn: Braden Yu, Public Works and
Utilities Director

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not

paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.

- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONTRACTOR prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONTRACTOR and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

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

CITY OF EL MONTE:

ALL CITY MANAGEMENT SERVICES, INC.

By: _____
Alma K. Martinez, City Manager

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

EXHIBIT "A"
CITY RFP



PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

REQUEST FOR PROPOSAL (RFP)

FOR

CROSSING GUARD SERVICES

MAY, 2020

IMPORTANT DATES

RFP ISSUED	May 4, 2020
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	May 8, 2020
RELEASE OF INFORMATION REQUESTED	May 14, 2020
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 5:00 PM	MAY 21, 2020
ANTICIPATED AWARD DATE	JUNE 16, 2020
APPROXIMATE START DATE	JULY 2020

REQUEST FOR PROPOSAL (RFP)

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EXHIBIT B – GENERAL SPECIFICATIONS

EXHIBIT C – FEE PROPOSAL

EXHIBIT D - SAMPLE PROFESSIONAL SERVICES AGREEMENT

1.0 Background

The City of El Monte (hereafter referred to as the "City"), the hub of the San Gabriel Valley, is located approximately 12 miles east of downtown Los Angeles. The City is the ninth largest city in Los Angeles County with a population of approximately 115,800 residents. The City encompasses two (2) primary watersheds – San Gabriel River (approx. 1,577 acres) and Los Angeles River (4,548 acres) and the tributary area of Legg Lake to the south. The City occupies approximately ten square miles and is primarily built-out, with a few remaining undeveloped parcels. The City is mostly residential, with a mixed use of commercial businesses and a minor number of industrial parcels. The City was incorporated in 1912 as a general law city and operates under the Council/Manager form of government. The City is governed by a five-member City Council and is administered by the City Manager.

City of El Monte is seeking formal proposals from qualified firms for Crossing Guard Services for a period of three (3) years commencing 2020-2021 school year (first day of school is August, 2020), with the option, at the City's sole discretion, to extend two additional optional years upon successful demonstration of exemplary contract performance. The Department of Public Works will administer this Agreement.

This RFP describes the required scope of services and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements may be cause for disqualification.

2.0 Scope of Services

Qualifications – Related experience and references of Proposer

This section of the proposal should establish the ability of the Proposer to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; and supportive client references.

Proposer shall:

1. Provide a brief profile of the firm such as the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; and number of employees.
2. Provide a general description of the firm's financial condition and identify any conditions (i.e. bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the work.
3. Describe the firm's experience in providing similar services and highlight the participation in such work by the proposed staff for this RFP.
4. Provide as a minimum three (3) references for the projects cited as related experience and furnish the name, title address, telephone number and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Proposer may also supply references from other work not cited in this section as related experience.

Staffing

Proposer shall:

1. Identify Supervisor and detailing applicable experience needed to perform the work.
2. Identify key personnel proposed to perform the work.
3. Proposer shall include a statement that identified key personnel will be available for the duration of the work and acknowledge that no key personnel shall be removed or replaced without the prior written concurrence of the City.
4. Provide alternate personnel due to unexpected absences of primary crossing guard.

Work Plan

The Proposer shall provide a brief narrative, which addresses the Scope of Work in Exhibit A and the General Specifications in Exhibit B, understanding requirements, and approach to completing the work.

Fee Proposal

Proposers shall submit Fee Proposal inclusive of all direct costs, indirect costs and profit. Fee Proposal shall be provided under Exhibit C – Fee Proposal Form.

3.0 Proposal Format

All firms shall include the following information and comply with the associated page limit restrictions and one limited to ten (10) pages or less. Note that one (1) page includes the front side of an 8.5"x11" sheet of paper and the front cover and back cover does NOT constitute a page. **However, Table of Content, Appendices, Exhibits, Resumes, Title pages and blank pages will ALL COUNT toward your ten (10) page limit.**

- 1) **Cover Letter. Maximum 1-page cover letter** signed by an officer of the firm, binding the firm to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the firm and shall include the following Statement:
 - a. I HAVE READ UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSALS AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.
- 2) **Proposer's Background. Maximum 1-page background** on the proposer and its area(s) of professional expertise relevant to this RFP.
- 3) **Proposals and Experience of Proposer's Personnel.** Summary of the relevant experience, work history, training, education and special certifications of the proposer's personnel who will be performing services contemplated under this RFP on the proposer's behalf. Relevant experience can include your company's overall experience, experience with similar programs and the experience of individuals on your proposed team. Show how your experience relates to the demands of the services to be provided.
- 4) **References.** Each firm must include at least three public agency references going back no more than five (5) years from the issuance of this RFP in which the firm was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past programs in which the personnel to be used by proposer for this project were deployed. The references should include the name, title and contact

information of the public agency officer or employee responsible for overseeing the proposer's work with contact information.

- 5) **Fee Proposal/Rate Schedule.** A detailed all-inclusive fee proposal. Contractor shall not subcontract any portion of the work required without written approval by the City.

The City reserves the right to delete specific task(s).

4.0 Evaluation Criteria

Each Contractor shall be evaluated on the basis of the proposer's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the program, Fee Proposal and compliance with the RFP requirements including the terms of the attached PSA.

5.0 Selection Process

City staff will review the proposals. City Staff may choose to interview several of the top ranked firms. However, at its sole discretion the City Staff may dispense with interviews and select proposer to provide the required services.

6.0 Proposal Requirements

Proposal must be submitted using the following methods: Uploaded to PlanetBids or emailed to Lee Torres, City Engineer, at ltorres@elmonteca.gov and shall include a subject title as follows.

Subject: REQUEST FOR PROPOSALS: CROSSING GUARD SERVICES

Proposal cover letter shall be addressed as follows:

**City of El Monte
Department of Public Works
ATTN: Braden Yu, Public Works Director
11333 Valley Boulevard
El Monte, CA 91731-3293**

Proposal must be received by or before the Submission Deadline. Proposals that are submitted/uploaded/emailed after the Submission Deadline will not be considered by the City. Submitted Proposals shall be maintained as confidential records of the City up to the Submission Deadline. Firms may withdraw, modify and/or resubmit a Proposal prior to the Submission Deadline but not after. Firms shall be bound to the terms of their Proposal following the Submission Deadline, however, the City, in its sole and absolute discretion, reserves the right to accept post deadline modifications if it is determined that such modifications are in the best

interests of the City. The City also reserves the right to waive minor non-substantive informalities or allow the firms to correct them.

- 1) Proposers shall be solely and exclusively responsible for all costs incurred in connection with the preparation and submission of the Proposal; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. The City is not liable for any costs incurred by firms submitting their Proposal in response to this RFP. Whether or not a firm is awarded a contract pursuant to this RFP, no firm shall be entitled to reimbursement for any costs or expenses associated with the firm's participation in this RFP process.
- 2) Late Proposals will not be considered.
- 3) The City reserves the right to reject any and all Proposals received as a result of this RFP. The City's potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the Fee/Rate Schedule. If a contract is awarded, it will be awarded to the proposer who in the judgment of the City has presented an optimal balance of relevant staff experience, primary and emergency staffing to support the all locations services are requested, work plan, work history and other factors which the City may consider relevant and important in determining which firm(s) are best for the City.
- 4) The City reserves the right to cancel or modify this RFP. There is no guarantee that the City will award contract.
- 5) The City reserves the right to investigate the qualifications of any proposer under consideration including proposed subcontractors and parties otherwise related to the proposer and require confirmation of information furnished by a proposer, or require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this RFP.
- 6) Following the Submission Deadline, the City, pursuant to the California Public Records Act (Govt. Code Section 6250 et seq.) reserves the right to make copies of all submitted Proposals available for inspection and copying by any interested member of the public, except to the limited extent the City determines that any information contained in a Proposal is legally privileged under the California Public Records Act. By submission of a Proposal, proposers acknowledge and agree that their Proposal and any information contained therein may be disclosed by the City to interested members of the public, including other proposers.
- 7) The City reserves the right to approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members.

- 8) The City reserves the right to evaluate responses in terms of the best interests of the City, applying criteria provided in this RFP and any other criteria the City, in its sole discretion, deems pertinent.
- 9) By the submission of a Proposal, each proposer accepts and agrees to execute a written Professional Services Agreement (PSA) in the form attached hereto as Exhibit A, inclusive of all stated terms and conditions relating to indemnification, required insurance and standard of care requirements. If a proposer is unable to agree to any of the terms or conditions of the PSA in the form attached hereto, the proposer must identify the provision(s) in question and provide an explanation as to why the proposer cannot comply with such provisions. If a proposer's objection to a certain provision of the PSA is merely a question of added cost, the proposer shall indicate in the Proposal the difference in cost associated with complying with the provision(s) versus the cost associated with the City's waiver or modification of the provision(s). The City shall be under no obligation to make modifications to the PSA after a contract has been awarded and proposers shall be deemed to have incorporated all costs associated with compliance with the PSA into their RFP. A firm's inability to comply with one or more provisions of the PSA shall be a factor that will be considered by the City in determining which firms will serve the best interest of the City when all other factors are taken into account.
- 10) All Proposals must remain valid for a minimum period of ninety (90) calendar days after the Submission Deadline. Responses may not be modified or withdrawn by the proposer during this period of time except in accordance with this RFP and with written permission granted by the City.
- 11) All questions or requests for clarification shall be submitted via email to Lee Torres, City Engineer at ltorres@elmonteca.gov by the REQUEST FOR INFORMATION DEADLINE. All questions received by this deadline will be addressed and posted on the City's website (www.ci.el-monte.ca.us) and uploaded to PlanetBids by the RELEASE OF INFORMATION REQUESTED DATE.
- 12) If it becomes necessary to revise any part of this RFP, an addendum will be posted on the City's website and/or PlanetBids. It shall be the sole responsibility of the proposer to check for any addendums to the RFP that may be issued by the City.
- 13) It is the responsibility of potential firm to be thoroughly familiar with the scope of services to be performed under this RFP.
- 14) The proposer agrees that, if a contract is awarded to a proposer, the proposer shall make no claim against the City or any of the funding agencies because of any

estimate or statement made by any employees, agents, or consultants of the City which may prove to be erroneous in any respect.

- 15) Proposers may withdraw their Proposal prior to the Submission Deadline.

EXHIBIT A

SCOPE OF WORK

The City of El Monte ("City") requires a contractor to provide crossing guard services at various school site locations as indicated in Paragraph E. Services include but are not limited to monitoring, supervising and assuring the safety of school children and pedestrians who utilize street intersections and crosswalks to and from school.

The Contractor shall:

1. Provide crossing guard services at the designated hours on all days the designated schools in the City are in session in accordance with Paragraph E – "Locations" of Exhibit B – General Specifications.
2. Provide supervisory personnel to oversee the activities of the crossing guards to ensure that crossing guards are present at the required locations and times.
3. Maintain adequate reserve personnel to provide alternate crossing guards in the event that a crossing fails to report for work at the assigned time and location.
4. Provide properly trained personnel as specified herein for their performance and duties of crossing guards including the laws and codes of the State of California and the City pertaining to general pedestrian safety and school crossing areas.
5. Provide all crossing guards with apparel by which they are readily visible and easily recognized as crossing guards. Such apparel shall be uniform for all crossing guards and shall be worn at all times while performing crossing guard duties to include "STOP" signs and other safety equipment as needed.
6. Contractor shall provide the City a crossing guard assignment schedule twice a year in August to reflect the regular school year, and on June to reflect the summer session. Crossing guard assignment schedules shall include the following information:
 - Site number
 - Name of Primary Crossing Guard and Alternate Crossing Guard
 - Supervisor Name
 - School Name
 - Intersection Location
 - Minimum days schedule and hours
 - Regular days schedule and hours
 - The number of hours the City will be invoiced for each respective site number

EXHIBIT B

GENERAL SPECIFICATIONS

A. Examination of Work Area

Contractors are responsible for familiarizing themselves with the applicable schools and locations, prior to submitting a proposal, in order to understand the site and determine the range of hours for crossing guard services. The City will compensate up to a maximum number of hours per guard for each location base on Paragraph E – “Locations & Number of Hours” of Exhibit B – General Specifications. Should the hours for the crossing guard services exceed the maximum, the firm must obtain prior approval from the City.

B. Equipment

A list of all equipment to be used by the crossing guards shall be included in the proposal. The City requires that the Contractor furnishes safety-reflectORIZED vests, stop signs, whistles, rain gear and identification badges.

C. Staff

Contractor agrees that all individuals employed in this program will be employees of the Contractor.

- A pre-employment screening program shall include:
 - Employment reference check
 - No prior felony convictions
 - Perform criminal background check/fingerprinting service
 - Social security verification

Employees are required to wear safety-reflectORIZED vests (provided by Contractor) while on duty.

The Contractor shall provide all required training sessions for all employees hired as crossing guards in traffic measures to be used in conjunction with their crossing guard duties. Contractor must provide all employees a training manual that governs the crossing guard program. A signed Affidavit by each employee has completed the training shall be forwarded to the City at the end of the training. A copy of the training manual shall be included in the proposal.

D. Other Specifications

The Contractor is expected to assure and enforce safety and proper street crossing of school children in accordance with the schedule for each school.

The Contractor shall designate at least one person as a Supervisor for all locations in the City.

The Contractor must perform a drug-screening test for all proposed staff and incorporate a written policy on a “Drug and Alcohol Free Environment.”

E. Locations & Number Hours

Per the locations below, the City will compensate up to the hours per guard as indicated below, Table E.1, at the respective school site:

Site #	School	Intersection	Existing Traffic Signal	Controlled Crossing	Hours/Day
1	Columbia Elementary	Tyler Ave & Amador St. (NE)		4-Way Stop	3.5
2	Durfee Elementary	Maxson Rd. & Emery (NW)		3-Way Stop-Flashing	3.25
3	Gidley Elementary	Arden Dr. North of Rose at UPRR Tracks		Railroad Tracks	3.25
4	New Lexington Elementary	Santa Anita Ave & Bodger Street (SW)	Traffic Signal		3.25
5	Potrero Elementary	Fern St & Potrero Ave (NW)		3-Way Stop	3.5
6	Shirpser Elementary	Valley Bl & Gibson Rd (NE)	Traffic Signal		3.5
7	Wilkerson Elementary	Merced Ave & Fern St (SE)		4-Way Stop	3.25
8	Baker Elementary	Exline St & Cogswell Rd (NE)		4-Way Stop	3.25
9	Madrid Middle School	Garvey Ave & Durfee Ave Eastside (NW)	Traffic Signal		3.25
10	Madrid Middle School	Valley Bl & Durfee Ave (S)	Traffic Signal		3.25
11	Madrid Middle School	Garvey Ave & Durfee Ave Westside (NE)	Traffic Signal		3.25
12	Payne Elementary	Mt. View Rd & Magnolia St (NW)		4-Way Stop	3.25
13	Twin Lakes Elementary	Durfee Av & Deana St (NW)		4-Way Stop	3.25

Traditional Calendar:

- For sites with no regularly scheduled early release days, use 180 regular days/yr.
- For sites with one regularly scheduled early release day/week, use 144 regular days/yr. and 36 minimum days/yr.

Contractor is responsible to verify with the El Monte School Unified District and Mountain View School Districts' school calendar. The information provided above is for bidding purposes.

EXHIBIT C Fee Proposal

Enter below the proposed fee for the services described in **Exhibit A – Scope of Work** and **Exhibit B – General Specifications**. The City intends to award a firm fixed-price contract, therefore all pricing listed below shall include direct costs, indirect costs, tax and profit.

TRADITIONAL CALENDAR				
	Total Hrs./Day	Days/Yr.	Hourly Billing Rate	Total
11 Sites	3.25	180	\$	
3 Sites	3.5	144	\$	
Early Release	4.25	36	\$	
			Cost for 1st Fiscal Year	

Based on the “Total Hours/Day” and “Days/Yr.” provided in the table above, please complete the proposed Cost per Fiscal Year for Year 1 – 5 below.

TRADITIONAL CALENDAR			
Term		Crossing Guard Hourly Rate	Cost Per Fiscal Year
YEAR 1	July 1, 2020 – June 30, 2021	\$	\$
YEAR 2	July 1, 2021 – June 30, 2022	\$	\$
YEAR 3	July 1, 2022 – June 30, 2023	\$	\$
YEAR 4 (OPTION)	July 1, 2023 – June 30, 2024	\$	\$
YEAR 5 (OPTION)	July 1, 2024 – June 30, 2025	\$	\$

EXHIBIT D



20 _____
PROFESSIONAL SERVICES AGREEMENT

(Engagement: **INSERT ENGAGEMENT**)
(Parties: **INSERT CONSULTANT NAME** and City of El Monte)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 20____ (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and **INSERT CONSULTANT NAME**, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

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

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

WHEREAS, this Agreement was approved by the City Manager pursuant to his authority under Section 3.24.070(B) of the El Monte Municipal Code. OR IF OVER \$30,000: WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of _____, 20____ under Agenda Item No. _____.

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

I.
ENGAGEMENT TERMS

1.1 **SCOPE OF WORK:**

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "**INSERT TITLE OF PROPOSAL**" dated **INSERT DATE OF PROPOSAL** (hereinafter, the "Scope of Work") which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

1.2 PROSECUTION OF WORK:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a Notice to Proceed. CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work and shall complete all of the Work by or before **INSERT COMPLETION DATE** (the "Completion Date");
- B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

- 1.3 COMPENSATION: CONSULTANT shall perform the Work in accordance with ___ **"INSERT TITLE OF COMPENSATION DOCUMENT"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of **INSERT WRITTEN AMOUNT (\$ INSERT NUMBER)** (hereinafter, the "Not-to-Exceed Sum") during the Term of this

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

- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates **INSERT CITY REPRESENTATIVE** (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or his designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or her designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates **INSERT CONSULTANT REPRESENTATIVE**, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee will supervise and direct the performance of the Work, using his best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or his or her designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
 - C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;

- D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.) CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of

this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

2.6 SUBSTITUTION OF KEY PERSONNEL: Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **[INSERT NAME AND TITLE]**.

2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents,

contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.

- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. CONSULTANT shall also comply with all relevant provisions of CITY'S Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own

expense:

- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

 - B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.

 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

 - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and will be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.

- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested.** All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work or any of the Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 The insurance coverage requirements set forth under this Article 3 are in addition to any coverage requirements set forth under Section VII (Insurance Coverages) of the Scope of Work and in the event of any conflict or inconsistency between the provisions of this Article 3 and the provisions of Section VII of the Scope of Work the provisions of this Article 3 shall govern and control.
- 3.8 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.9 ENFORCEMENT OF AGREEMENT PROVISIONS: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled

and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.

- 3.10 SPECIAL RISKS OR CIRCUMSTANCES. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV.

INDEMNIFICATION

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

statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.

- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 4.8 **WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES [ONLY USE IF FOR DESIGN PROFESSIONALS]:** The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the City Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated

that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

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

4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.14 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V.

TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period

allowed under this Agreement.

- B. CONSULTANT will cure the following Events of Defaults within the following time periods:
- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false,

misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.3, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

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

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

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

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

VI.

MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all

Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

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

CONSULTANT:

INSERT CONSULTANT NAME

INSERT ADDRESS

Attn: INSERT PERSON OF CONTACT NAME

Phone: INSERT PHONE NUMBER

CITY:

City of El Monte

CITY DEPARTMENT

Attn: DEPARTMENT DIRECTOR

Phone: **CITY PHONE NUMBER**

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

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

- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully

executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

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

CITY OF EL MONTE:

CONSULTANT NAME

By: _____

Alma Martinez, City Manager

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

Date: _____

EXHIBIT "B"
CONTRACTOR PROPOSAL



ALL CITY MANAGEMENT SERVICES

May 18, 2020

City of El Monte
Department of Public Works
ATTN: Braden Yu, Public Works Director
11333 Valley Boulevard, El Monte, CA 91731-3293

Dear Mr. Yu:

I have read understood and agree to all statements in this request for proposals and acknowledge receipt of all addendum/amendments as well as to the terms, conditions, and attachments referenced. We agree to have the terms and conditions set forth with the exceptions of Exhibit D; Item 3 Insurance- 3.1d Errors & Omissions Insurance and Item 4 Indemnification. Professional Insurance is a non-standard for our industry and results in an unnecessary expense to the City. This type of coverage is usually required for true professional services such as design, engineering, architecture, construction, legal and medical. We request this requirement be waived. We do not agree with Exhibit D; Item 4 Indemnification as it is currently written, if selected we request modification to the language used.

Our goal is simple, to continue to relieve the City of El Monte of the day to day responsibilities of managing a Crossing Guard Program. As your full services contractor, we have assumed complete responsibility for the day to day operations of the El Monte Crossing Guard program. This includes recruitment, background clearance, hiring, training, equipment, payroll, supervision and management of the program. We maintain local supervision, alternate guards, a paging system and a 24-hour 800 number to ensure adequate response and immediate back-up for any Crossing Guard absent from duty for any reason. We also establish communication with each school to ensure proper scheduling.

We have become the nation's largest provider of private crossing guards as a result of our singular focus to this industry as well development of benchmark training. This includes our "**Employee Handbook for School Crossing Guards**" which details our Job Requirements, the initial and ongoing Training we provide, including our Site Evaluations, our Rules of Conduct, Crossing Guard of the Year recognition and the Certification Requirements for all ACMS Crossing Guards.

On behalf of All City Management Services, Inc. (ACMS), I would like to express our sincere appreciation for the potential opportunity to continue to serve the City of El Monte Crossing Guard Program. We are proud to have served the community of El Monte for the past seventeen years.

Sincerely,


Harlan Sims, Director of Marketing
harlan@thecrossingguardcompany.com



ALL CITY MANAGEMENT SERVICES

COMPANY PROFILE

All City Management Services, Inc. (ACMS), is a California based Corporation founded in 1985. We are the largest provider of School Crossing Guard services, managing both large and small Crossing Guard Programs. We currently have over 7,500 employees dedicated to safety, serving cities, towns, communities, schools, and school districts nationwide. Our corporate office is in Santa Fe Springs, CA and we also have offices in Nevada, Texas, and Florida.

One defining issue that distinguishes **ACMS** is that we are the only company that *exclusively* provides School Crossing Guard Services. It is our commitment to limiting the scope and focus of the company to School Crossing Guards that has helped us emerge as *“The Crossing Guard Company”*. We have successfully privatized the Crossing Guard programs for over 250+ agencies. Ultimately our clients become the beneficiaries of our single-minded approach toward this industry.

The heart of our business is in assuming responsibility for the task and challenges of conducting a successful Crossing Guard Program. Toward that end, in our typical contractual arrangement we assume responsibility for; recruitment, local hiring, background clearance compliant with Department of Justice standards, initial and ongoing training, payroll and administrative support functions, coordination of assigning qualified substitutes during absences, local supervision, complaint investigation and resolution, communicating with schools and site safety inspections.

One of the benefits we bring to any agency is our expertise in overseeing a seamless transition from public to private management of the program. The continuity of the Crossing Guards' employment is a key component of a seamless transition. We value the experiences and understanding of the Crossing Guards currently working in each program we manage. Much of our success with individual programs is a result of the experience and knowledge these Crossing Guards bring to our management.

With over 34 years of experience, **ACMS** leads the Crossing Guard Industry in the development of Crossing Guard standards for training, supervision, and safety.

Each program we have taken on has brought a unique set of issues and challenges. The heart of our success has been our ability to articulate these challenges and experiences into our training, policies, and procedures to benefit all Crossing Guards in all the cities, towns, and communities we service.

All City Management Services, Inc. has not lost a client agency due to failure or refusals to complete a contract and has not lost a client agency due to the level of service provided. **ACMS** nor its principals, directors, or officers nor majority stakeholders have ever voluntarily filed for or put into bankruptcy or has ever been declared bankrupt. **ACMS** has never had an interest controlling or non-controlling another entity.

Qualifications & Experience

All City Management Services, Inc. (ACMS) Serving over 250 cities, counties and school districts, we have successfully privatized both large and small Crossing Guard programs. ACMS currently employs over 6,000 Crossing Guards who are supported by over 150 locally assigned Area Supervisors. We have experience managing small programs (19 or less), mid-sized programs (20 to 99) and large programs in excess of 100 Crossing Guards.

While the size of our Company reflects our broad-based knowledge and success in this industry, we understand that each agency, school district and community we serve comes with their own set of specific requirements and challenges. We are the only company that can legitimately claim extensive experience taking public service of Crossing Guards to a privately operated company.

Our ability to operate and manage the City of El Monte Crossing Guard program is supported by our current success operating the El Monte program and with similar programs in Southern California, some of these programs include: City of Covina, City of Monrovia, City of Whittier, City of San Marino, City of South Pasadena, City of Pasadena and many others.

Another defining component that distinguishes ACMS as the industry leader is our focus on providing School Crossing Guard services. We are not a security guard company with a few clients based upon a low-cost offering. Our singular area of service; "School Children Safety" enables all of our resources to be devoted to the development and delivery of programs that provide exceptionally high safety standards and client satisfaction.

Operations Manager/Project Manager: Donna Gage

Donna has been providing supervision and support for ACMS Crossing Guards Programs since 1998 and through this time she has managed over 93 programs with over 1,505 locations and 46 different Area Supervisors. Her strong communication and leadership skills have contributed to ACMS being able to provide model crossing guard programs for the cities, agencies and school districts we service. Donna has been a certified School Crossing Guard trainer since 1998 and has managed many successful programs comparable to the City of El Monte Crossing Guard program. Please see a listing of some of the programs she has managed that are similar in size and proximity to your program.

Darin KeKnikker; Assistant Supt.
3300 Gilman Road
El Monte, CA 91732
Phone: 626 652 4046
Email: ddekknikker@mtview.k12.gov

Mountain View School District:

- 1 Area Supervisor
- 22 School Crossing Guards
- 3 Alternate/Relief School Crossing Guards
- August 1, 2016 - Current

Mike Weathermon; Corporal
1444 West Garvey Ave.
West Covina, CA 91790
Phone: 626 939 8599
Email: mike.weathermon@wcpd.org

City of West Covina:

- 1 Area Supervisor
- 20 School Crossing Guards
- 3 Alternate/Relief School Crossing Guards
- September 16, 2014 - Current

Chris Hofford; Lieutenant
14403 E. Pacific Avenue
Baldwin Park, CA 91706
Phone: 626 960 1955, Ext. 426
Email: chofford@baldwinpark.com

City of Baldwin Park

- 2 Area Supervisor
- 15 School Crossing Guards
- 3 Alternate/Relief School Crossing Guards
- September 21, 2005 - Current

Larry Breceda; Public Safety Mgr.
1042 Huntington Drive
Duarte, CA 91010
Phone: 626 359 5671, Ext. 315
Email: lbreceda@accessduarte.com

City of Duarte:

- 1 Area Supervisor
- 7 School Crossing Guards
- 1 Alternate/Relief School Crossing Guards
- July 1, 2019 - Current

Gloria Molleda; Administrator
8838 E. Valley Blvd.
Rosemead, CA 91770
Phone: 626 569 2106
Email: gmolleda@cityofrosemead.org

City of Rosemead:

- 1 Area Supervisor
- 15 School Crossing Guards
- ? Alternate/Relief School Crossing Guards
- August 14, 2012 - Current

Objective:

Every program we manage has the same objective and that is to provide a model School Crossing Guard program. This is done by educating students on proper crossing techniques; such as following local traffic regulations and using traffic control devices to ensure safe routes to school for all students and parents in the community. We have accomplished this through our dedication to on-going training, ensuring adequate staffing levels are in place, professional staffing and the years of experience provided by our management team.

Challenges:

Each program we manage comes with its own set of challenges, which can vary from but not limited to; transitioning from city, agency or district management to private management, becoming familiar with **ACMS** policies and procedures, coordinating schedule changes from various schools, accommodating guard days off due to medical needs, etc. It is through our detailed training, experience in Crossing Guard Program management and continued employee training that has allowed us to overcome these challenges.

Accomplishments:

ACMS has been successful in our ability to learn from each set of challenges, issues programs face and articulate those changes and experiences into our training policies and procedures. This ongoing training has allowed us to continue to improve and grow as a company and services provider.

Field Management Personnel

The most significant resources ACMS brings to any Crossing Guard program is the depth and scope of **management** provided by the years of experience brought by our operational management team. The community of El Monte will continue to benefit from a team concept which consists of Area Supervisor, Operations Manager, Vice President and our General Manager. Each Member of our management team is available 24 hours a day via cellular telephone. The following is a brief synopsis of the respective duties of each.

Area Supervisor (Dawn King): Dawn will continue to be the Area Supervisor for the City of El Monte program. Dawn will continue to handle all aspects of the daily supervision of the program of thirteen (13) Crossing Guards and alternate pool. With support from the Operations Manager she will typically recruit, hire, train and provide personnel management for all the sites she oversees and interfaces with school staff as needed. In addition to communicating with the City and School staff, Dawn is responsible for ensuring each employee receives the proper number of Site Performance Evaluations and completed the Certification mandates. Dawn will be available by telephone on all occasions for discussion with City staff and will be locally available for meetings in person upon 24-hour written or telephonic notice. Dawn reports directly to the Operations Manager.

Operations Manager (Donna Gage): Donna will serve as **Project Manager** and will continue to directly manage your Area Supervisor and provide training and support. She will continue to interface with the City of El Monte representative and School staff as needed. She will assist in the hiring of the Area Supervisor and Crossing Guards as well as the development and implementation of training programs and certification standards. Donna has considerable experience as a Project Manager overseeing many programs in Southern California. She will continue to ensure compliance with Company standards and City of El Monte expectations and be the liaison to the City. Donna Gage reports directly to Vice President of Operations.

Vice President of Field Operations (Pat Pohl): Pat has over 26 years in the industry providing field management and support for ACMS. She is responsible for the development and implementation of operational standards, training programs, safety instruction and compliance with all legal requirements and restrictions. Works Directly with Operations Manager to ensure all program standards are being met. Pat has extensive experience implementing and managing comparable and larger programs. He is responsible for initial training and orientation for all new client programs. Pat reports directly to General Manager.

General Manager (Baron Farwell): Baron has over 26 years of industry experience. He is responsible for overall contract compliance. Works with the Vice President of Operations on the development of training programs and implementation of safety standards. Coordinates the flow of information between operations and administrative staff.

Approach and Management Plan

ACMS employs a Team Concept of management which results in efficient field operations as well as providing a multifaceted response to potential problems. The Vice President of Operations and Operations Manager work together (with input from City of El Monte) to establish specific program objectives and expectations. These Senior Managers then work directly with your Area Supervisor to implement the management plan.

The Operations Manager along with your local Area Supervisor; has responsibility for the direct management of the Crossing Guards and together they will continue to ensure City of El Monte operational expectations are met. Standards and expectations are communicated to Crossing Guards personally by their local supervisor so as to allow the employee a better understanding of the decision-making process. This helps reduce confrontational attitudes by establishing and enhancing the common goal of providing for the safety of school children.

Crossing Guard performance and compliance with safety standards will continue to be accomplished through regular site visits by the local Area Supervisor and Operations Manager. In addition to verbal training and counseling, these managers are supported by the use **Field Training Check Lists, Field Training Cards, Site Performance Evaluations**, independent Field Observations and a professionally produced Crossing Guard Safety DVD. Reports of satisfactory completion of all levels of training and ongoing safety reviews will be summarized and available to the City of Stanton representative.

Background checks and fingerprinting will be completed on all potential employees as allowed by California state law. Successful completion of the background check, employment reference check, drug-screening and Social Security verification via E-Verify is required prior to the employee being hired. ACMS understands eligible employees should have no current or prior felony convictions. ACMS will comply within the Equal Employment Opportunity Commission guidelines when making hiring decision based on criminal records.

After pre hire screening ACMS may conduct random field testing for drugs and or alcohol when use is suspected or at the discretion of management. ACMS has a strict policy on Drug and Alcohol abuse. This policy is included in our Employee Manual.

Internal minimum passing standards along with City of El Monte established standards would prevent any person from working as a Crossing Guard for the program who has been convicted of any crime of moral turpitude or a crime against children, including, but not limited to:

- Conduct in violation of California Penal Code or which requires registration under California Penal Code
- Conduct which requires registration under California Health and Safety Code;

- Any offense involving the use of force or violence upon another person;
- Any offense involving theft, fraud, dishonesty or deceit;
- Any offense involving the manufacture, sales, possession or use of a controlled substance
- Conspiracy or attempt to commit any of the aforementioned offenses.

- Any registered sex offender or narcotics offender.

Summary reports of background clearance on employees within the City of El Monte Crossing Guard program will be regularly available to the City.

ACMS will investigate all public complaints concerning crossing guard services. All incidents shall be reported to City within two (2) hours to advise the nature of complaint. ACMS shall furnish a written report within five (5) business days after the date of the incident, which includes the course of action/remedy/resolution of said complaint.

Communications with individual school sites is facilitated by the Area Supervisor. Personal visits are made regularly (minimum quarterly) to each school site in an effort to develop relationships with staff and establish a collaborative environment for information exchange. Calendars and bell schedules are obtained for each school both at the beginning of the school year and periodically throughout the year. Key school personnel are supplied with appropriate contact information (business cards) and reminded to inform ACMS of any changes. Additionally, schools are provided with large magnets which can be easily displayed making contact information effectively available to all staff. The email address of the Office Manager is also obtained which enables ACMS administrative support staff to regularly contact each school and proactively solicit information regarding potential schedule changes.

The establishment of accurate and responsive shift times is critical to the effectiveness of Crossing Guard services. Sites further from the school would be expected to start earlier in the morning and finish later in the afternoon. These staggered shifts effectively address the time it takes for students to walk from a remote location to the school site (or vice versa in the afternoon) and optimize the protected periods. Additionally, locations are continually monitored for actual pedestrian traffic patterns enabling a better understanding of site needs and any potential deviation from established guidelines.

ACMS has reviewed the Scope of Work and General Specifications provided in the RFP, we understand the requirements needed for the City of El Monte Crossing Guard Program and will ensure all program objectives are completed as requested.

Recruitment and Staffing

ACMS Managers will continue to assess the **staffing** needs of the City of El Monte on an ongoing basis. We will focus further recruitment efforts in the geographical areas where additional Crossing Guards will be needed.

We have developed a comprehensive plan for **recruitment** of new Crossing Guards. As a part of our Staffing strategy we encourage a very aggressive recruitment program. We utilize soft advertising, local media advertising, targeted flyers, on-site solicitation, school flyers and employee referral bonuses as parts of our overall recruitment strategy. We often work closely with school districts in some of our recruitment drives.

Our ability to effectively staff a Crossing Guard Program remains a fundamental benefit that ACMS brings to most Crossing Guard Programs. Staffing sites is one of the primary responsibilities of the Area Supervisors. They are trained to continuously recruit and train prospective Crossing Guards. New recruits are first processed and submitted to the Department of Justice for background clearance.

Supervisors are also responsible for coordinating the staffing for all sites under their supervision. As part of our staffing strategy Area Supervisors aggressively enforce the following policies and procedures for Crossing Guards.

- ◆ Supervisors must maintain an adequate alternate or substitute guard roster. We encourage at least a 5 to 1 ratio of sites versus alternate guards
- ◆ We require any guard not reporting for duty to notify the Area Supervisor as early as possible utilizing our 24/7 Guard Hotline or directly notifying their Area Supervisor. Notifications less than 1 hour prior to shift starts are considered unexcused absences.
- ◆ Our employee policy is "No call, No show, No Job" Throughout our training we emphasize the importance of insuring the safety of children by our presence. As such, we cannot allow the children's safety to be compromised by failing to call or show for duty.

Supervisor Teams – The City of El Monte would benefit from our presence in nearby cities such as: Rosemead, Baldwin Park, Duarte, Monrovia, West Covina, Whittier, Covina, San Marino and South Pasadena. Area Supervisors are grouped together by their geographic location. These Teams meet every quarter and team members are encouraged to work together. This cooperative effort allows them to share alternate guards with each other, if needed. This has resulted in alternates guards getting more hours as they are “shared” with other Supervisors. Consequently, we are able to retain a more stable group of alternate guards.

Training

Effective initial and ongoing training is essential in a profession dedicated to the safety of children. With over 34 years of experience and a commitment to working cooperatively with other public safety professionals, ACMS is recognized as an industry leader in the development and implementation of School Crossing Guard training and standards of excellence.

The process begins during the first contact with a potential employee when our phone interview process outlines job expectations and our zero-tolerance policy for failure to report for a scheduled shift. Throughout the application process prospective employees are reminded about the critical nature of our assignments and the work ethic and integrity required of our employees.

Once hired, the training process starts in the classroom where employees review sections of the *“Employee Handbook for School Crossing Guards”* and are shown the professionally produced training DVD, “Crossing Guard Safety”. The process then moves to a field practicum where the trainer demonstrates proper procedures and allows the employee to practice correct techniques. The employee’s progress is closely noted on the detailed steps outlined on the **Field Training Check List** to ensure the employees’ field competence. This cross-modality approach not only exposes the employee to the necessary training components but also addresses the needs of the visual, auditory and kinesthetic learner. While the classroom setting is expected to require approximately one hour and the field training approximately two hours, it’s important to note that the low ratio of students to trainer allows for accurate assessments of the employees’ readiness to move forward.

The new employee is typically assigned to alternate work and closely supervised during their early assignments. They benefit from their trainer completing of a written assessment of their work which better allows them to understand their strengths and weakness and make improvements where necessary (the **Site Performance Evaluation**). Additionally, all new employees are required to carry and regularly refer to the **Field Training Cards**. This pocket-sized card (listing all steps for a safe cross) allows the employee to self-evaluate their performance prior to the time they have all steps of the procedures memorized.

Throughout their employment, employees are subjected to the same Site Performance Evaluation as an ongoing training and assessment tool. These evaluations happen in both side-by-side sessions as well as unannounced observations without the knowledge of the employee.

The standard issue equipment and clothing includes:

- ANSI II compliant high-visibility retro-reflective vest marked with the required insignia of a Crossing Guard
- MUTCD compliant 18” STOP/STOP paddle
- Picture Identification Card with emergency contact information
- Company-issued cap or visor with corporate logo
- Whistle for emergency alert to vehicles and pedestrians
- High-visibility ANSI II compliant wind-breaker jacket

**EXHIBIT "C"
FEE PROPOSAL**

EXHIBIT C

Fee Proposal

Enter below the proposed fee for the services described in Exhibit A – Scope of Work and Exhibit B – General Specifications. The City intends to award a firm fixed-price contract, therefore all pricing listed below shall include direct costs, indirect costs, tax and profit.

Please note the RFP listed 10 sites at 3.25 per day and not 11, we have made adjustment

TRADITIONAL CALENDAR				
	Total Hrs./Day	Days/Yr.	Hourly Billing Rate	Total
10 Sites	3.25	180	\$22.90	\$133,965.00
3 Sites	3.5	144	\$22.90	\$34,624.80
Early Release	4.25	36	\$22.90	\$10,511.10
			Cost for 1st Fiscal Year	\$179,100.90

Based on the "Total Hours/Day" and "Days/Yr." provided in the table above, please complete the proposed Cost per Fiscal Year for Year 1 – 5 below.

TRADITIONAL CALENDAR			
Term		Crossing Guard Hourly Rate	Cost Per Fiscal Year
YEAR 1	July 1, 2020 – June 30, 2021	\$22.90	\$179,100.90
YEAR 2	July 1, 2021 – June 30, 2022	\$24.73	\$194,749.00
YEAR 3	July 1, 2022 – June 30, 2023	\$25.76	\$202,860.00
YEAR 4 (OPTION)	July 1, 2023 – June 30, 2024	\$25.76	\$202,860.00
YEAR 5 (OPTION)	July 1, 2024 – June 30, 2025	\$26.91	\$211,916.00

EXHIBIT C
Fee Proposal

WITH PROFESSIONAL LIABILITY INSURANCE

Enter below the proposed fee for the services described in Exhibit A – Scope of Work and Exhibit B – General Specifications. The City intends to award a firm fixed-price contract, therefore all pricing listed below shall include direct costs, indirect costs, tax and profit.

Please note RFP has listed 10 sites at 3.25 hours and not 11, we have correction.

TRADITIONAL CALENDAR				
	Total Hrs./Day	Days/Yr.	Hourly Billing Rate	Total
10 Sites	3.25	180	\$ 23.42	\$137,007.00
3 Sites	3.5	144	\$ 23.42	\$35,411.04
Early Release	4.25	36	\$ 23.42	\$10,749.78
		Cost for 1st Fiscal Year		\$183,167.82

Based on the "Total Hours/Day" and "Days/Yr." provided in the table above, please complete the proposed Cost per Fiscal Year for Year 1 – 5 below.

TRADITIONAL CALENDAR			
Term		Crossing Guard Hourly Rate	Cost Per Fiscal Year
YEAR 1	July 1, 2020 – June 30, 2021	\$ 23.42	\$183,167.82
YEAR 2	July 1, 2021 – June 30, 2022	\$25.25	\$198,844.00
YEAR 3	July 1, 2022 – June 30, 2023	\$26.29	\$207,034.00
YEAR 4 (OPTION)	July 1, 2023 – June 30, 2024	\$26.29	\$207,034.00
YEAR 5 (OPTION)	July 1, 2024 – June 30, 2025	\$27.44	\$216,090.00



CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA REPORT

CITY COUNCIL MEETING OF JULY 29, 2020

July 23, 2020

The Honorable Mayor and City Council
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mayor and City Council:

CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE NEVADA BODGER WATER, SEWER AND PAVEMENT IMPROVEMENT PROJECT, CIP NO. 014, CIP 005 AND CIP 038 FOR A NOT-TO-EXCEED AMOUNT OF \$1,415,292

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider and approve a Professional Services Agreement for Construction Management and Inspection Services for the Nevada/Bodger Water, Sewer and Pavement Improvement Project, CIP No. 014, CIP No. 005 and CIP No. 038 with Michael Baker International for a not-to-exceed amount of \$1,415,292 which includes a contract amount of \$1,286,629 plus a ten percent (10%) contingency of \$128,663;
2. Authorize the use of Bond Proceeds from the El Monte Water Authority Revenue Bonds Series 2018A, Sewer fund, and Measure M fund for this budget;
3. Consider and approve a total not-to-exceed amount of \$1,415,292 to be appropriated from the Water Bond Series 2018, Sewer fund, and Measure M fund and approve the Project budget as presented in Attachment 1;
4. Authorize staff to advertise and publish the Notice of Inviting Bids for the Water Main Replacement Project, CIP 014; and
5. Authorize the City Manager, or her designee, to execute the Professional Services Agreement with Michael Baker International.

BACKGROUND

When the original homes in the residential area within the vicinity of the Nevada Avenue and Bodger Street were constructed in the 1920's, the sewer main was built in the backyard between houses. As time progressed homeowners continually improved their properties with fences, gates, flowerbeds and concrete. The City crews periodically need to access the main trunk line to perform maintenance on the line. With the increase in homeowner improvements over the years encroaching onto the sewer main, maintenance has become increasingly difficult and expensive. Additionally, the water lines within this area were installed close to 90 years ago and have reached their natural life spans. This has resulted in periodic leaks causing the Public Works Maintenance staff to routinely perform maintenance repairs. These underground utilities are causing performance failures and infrastructure improvements are required.

Public Works staff is simultaneously working with two (2) civil engineering consultants for the design improvements to replace the sewer and water main lines that are over 90 years old within the Laurelhurst Drive; Bodger Street; Granada Avenue; Gage Avenue; Lexington Avenue; Washington Avenue; Nevada Avenue; Shasta Place; and Emery Street vicinity. The project improvements will be constructed in three (3) phases.

Phase I consist of the construction of the water main improvements. The aging and corroded infrastructure water pipes within the Granada Avenue/Bodger Street areas, on Marsen Street and Granada Avenue include new water main lines improvements to accommodate increased usage with modern materials to provide sufficient water flows for decades into the future.

Phase II consist of the construction of the sewer main and lateral lines. Certain segments of the undersized vitrified clay sewer pipes for the waste water flows are located on private properties; making inspection, maintenance, and repairs challenging while ensuring the highest level of service. The new sewer mains will be relocated from private properties to the street with pipelines sized to accommodate future growth.

Phase III consist of rehabilitating and improving the deteriorated streets and sidewalks. The street improvements will bring the streets and crosswalk up to current ADA regulations and repave the streets disturbed by the new utility installation. In addition, this project will add gutters to improve streets' drainage to further increase the durability and lifespan of the streets.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Staff is working with the design engineer to deliver and finalize the plans and specification of Phase I, Water Main Replacement Project, while simultaneously working on the design of Phase II and Phase III. In order to meet the Water Bond deadline, the Water Main Replacement project will need to be in construction by Fall 2020 and to be in service by June 1, 2021.

On May 28, 2020, staff advertised a Request for Proposal (RFP, Attachment 2) for professional consultant firms to submit proposals to provide construction management and inspection services for the project which includes all three (3) phases. The consultant will conduct construction management and inspection services to assure compliance with the plans and specifications, provide construction project oversight, public outreach, and labor compliance.

On June 29, 2020, eight (8) proposals were received. Each proposal was evaluated and ranked based the proposer's expertise, experience and training, project approach, schedule control, and compliance with the project's RFP. Staff interviewed the top three consultants and based on the RFP guidelines, Michael Baker Corporation ranked the highest.

It is staff's recommendation to award the Construction Management and Inspection Services Agreement to Michael Baker International for \$1,286,629 plus a ten percent (10%) contingency \$128,663 for a total not-to-exceed contract amount of \$1,415,292.

FISCAL IMPACT/FINANCING

This project will have no impact to the General Fund.

The construction supports for these projects are programmed under the Capital Improvement Program FY 2020-2021 as per table below.

Funding Source	Appropriate Project Budget
El Monte Water Authority Revenue Bond Series 2018A Account No. 600-06-014-8221	\$440,791
Sewer Fund Account No. 650-67-005-8221	\$774,072
Measure M Account No. 225-67-038-8221	\$200,429
TOTAL FUNDING BUDGET	\$ 1,415,292

Staff requests that \$1,286,629 and a ten percent (10%) contingency for a total of \$1,415,292 be appropriated from the El Monte Water Authority Revenue Bond Series 2018A Fund, Sewer Fund, and Measure M Funds (Attachment 3). The ten percent (10%) contingency will be utilized only by the approval of the City Manager, or her designee, for unforeseen expenditures. This item was reviewed by the Enterprise Committee in June 2020.

CONCLUSION

It is recommended that the City Council consider and approve a Professional Service Agreement with Michael Baker International for a not-to-exceed amount of \$1,415,292; approve the use of Bond Proceeds from the El Monte Water Authority Revenue Bonds Series 2018A, Sewer Fund, and Measure M Fund; approve an appropriation of \$1,415,292; and authorize the City Manager, or her designee, to execute the agreement with Michael Baker International.

Respectfully submitted,



ALMA K. MARTINEZ
City Manager



SALVADOR MENDEZ
Public Works and Utilities Director

- Attachment 1: Request for Proposal
- Attachment 2: Consultant Scoring
- Attachment 3: Project Budget
- Attachment 4: Professional Service Agreement

DATE: July 29, 2020

PRESENTED TO EL MONTE
CITY COUNCIL

- APPROVED
- DENIED
- PULLED
- RECEIVE AND FILE
- CONTINUED

REFERRED TO

CHIEF DEPUTY CITY CLERK



2020
PROFESSIONAL SERVICES AGREEMENT
(Engagement: Construction Management and Inspection Services)
(Parties: Michael Baker International and City of El Monte)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of August 2020 (hereinafter, the "Effective Date") by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and MICHAEL BAKER INTERNATIONAL, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional construction management and inspection services; and

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

WHEREAS, the execution of this Agreement was approved by the El Monte City Council at its Regular Meeting of August _____, 2020 under Agenda Item No. _____.

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

I.
ENGAGEMENT TERMS

1.1 SCOPE OF WORK:

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "Proposal for Construction Management and Inspection (CM/CI) Services for Street, Sewer and Water Infrastructure Improvement Project at Various Locations, CIP 014 and CIP 005" dated July 20, 2020 (hereinafter, the "Scope of Work") which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform

and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

1.2 PROSECUTION OF WORK:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a Notice to Proceed. The Parties estimate that the public works construction work for which CONSULTANT will be providing construction management and inspection services will require approximately eighteen (18) months to complete from the date of its commencement. The foregoing notwithstanding, CONSULTANT's performance under this Agreement shall be deemed completed upon the date that is thirty (30) calendar days from the date of CITY's approval of the last notice of acceptance for the underlying public works construction work for which CONSULTANT will be providing its professional services as contemplated under the Scope of Work (hereinafter, the "Completion Date")
- B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

- 1.3 COMPENSATION: CONSULTANT shall perform the Work in accordance with "Project Fee Schedule" (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of **ONE MILLION FOUR HUNDRED FIFTEEN THOUSAND TWO HUNDRED NINETY-TWO DOLLARS (\$1,415,292.00)** (hereinafter, the "Not-to-Exceed Sum") for all Work performed up to the Completion Date, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the Completion Date, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms

of this Agreement.

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

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates Salvador Mendez, Public Works and Utilities Director (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or his designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or his designee.

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

assigned to them by CONSULTANT; and

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

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

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

by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City.

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

program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

III. INSURANCE

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

- D. Errors & Omissions Insurance: For the duration of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and will be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested.** All certificates of insurance and endorsements will be received and

approved by CITY as a condition precedent to CONSULTANT's commencement of any Work or any of the Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.

- 3.7 The insurance coverage requirements set forth under this Article 3 are in addition to any coverage requirements set forth under Section VII (Insurance Coverages) of the Scope of Work and in the event of any conflict or inconsistency between the provisions of this Article 3 and the provisions of Section VII of the Scope of Work the provisions of this Article 3 shall govern and control.
- 3.8 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.9 ENFORCEMENT OF AGREEMENT PROVISIONS: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.10 SPECIAL RISKS OR CIRCUMSTANCES. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV.

INDEMNIFICATION

- 4.1 To the fullest extent permitted by law, CONSULTANT shall defend (with counsel reasonably approved by the CITY), indemnify and hold the CITY, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of CONSULTANT, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the CONSULTANT's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject

to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents, or volunteers.

- 4.2 To the fullest extent permitted by law, CONSULTANT shall defend, with counsel of CITY's choosing and at CONSULTANT's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 4.1 that may be brought or instituted against CITY or its directors, officials, officers, employees, volunteers and agents. CONSULTANT shall pay and satisfy any judgment, award or decree that may be rendered against CITY or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. CONSULTANT shall also reimburse CITY for the cost of any settlement paid by CITY or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for CITY's attorney's fees and costs, including expert witness fees. CONSULTANT shall reimburse CITY and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its directors, officials, officers, employees, agents, or volunteers.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article, or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors

or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 The duty to indemnify, defend and hold harmless set forth under this Article IV shall survive the completion, expiration, or termination of this Agreement.

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this

Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONSULTANT will cure the following Events of Defaults within the following time periods:
- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.3, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

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

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

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

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

VI.

MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT

without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Michael Bake International
5 Hutton Centre Dr., Suite 500
Santa Ana, CA 92707
Attn: Jerome Ruddins
Phone: (949) 472-3505

CITY:

City of El Monte
11333 Valley Blvd.
El Monte, CA 91731
Attn: Salvador Mendez, Public
Works and Utilities Director
Phone: (626) 580-2058

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona*

fide employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.

- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

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

CITY OF EL MONTE:

MICHAEL BAKE INTERNATIONAL

By: _____
Alma K. Martinez, City Manager

By: _____
Jerome Ruddins

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Richard Padilla, City Attorney

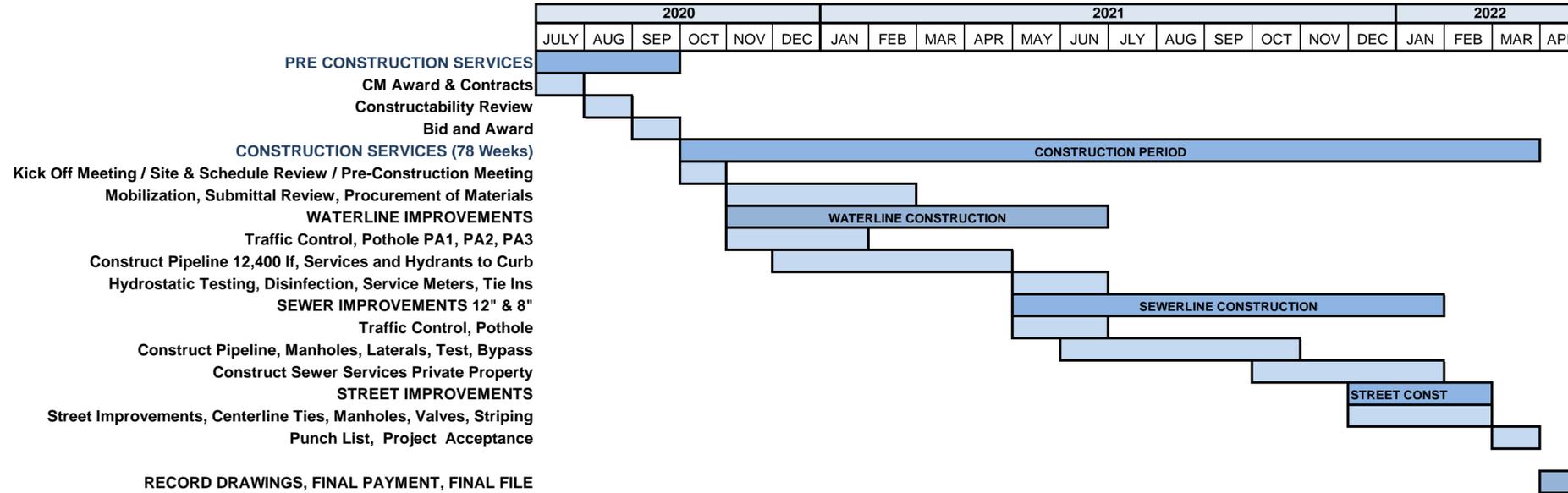
Date: _____

EXHIBIT "A"
SCOPE OF SERVICES

**CITY OF EL MONTE
STREET,SEWER AND WATER INFRASTRUCTURE IMPROVEMENT PROJECT AT VARIOUS LOCATIONS, CIP 014 AND CIP 005
CONSTRUCTION MANAGEMENT & INSPECTION SERVICES**

**Michael Baker
INTERNATIONAL**

RESOURCE LOADING



KEY CMIS STAFF POSITIONS

	2020						2021												2022				Hours	Rate	Total	% of cost
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR				
<i>Project Manager & QA/QC, Jerome Ruddins CCM, QSP, HAZWOPER</i>		35	30	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	255	\$255	\$65,025	5.1%
<i>CM William Seitz PE, QSP/D, HAZWOPER</i>		40	80	90	90	90	90	90	90	90	90	90	90	90	90	90	90	90	90	90	80	40	1770	\$226	\$400,020	31.1%
<i>Civil Inspector, Eric Eljenholm EIT</i>				40	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	80		2680	\$168	\$450,240	35.0%
<i>Civil Inspector, Ed Mendoza</i>															45	45	45	45	45				225	\$168	\$37,800	2.9%
<i>Deputy CM Kieler Smith PE, CCM, QSP/D, ACI</i>		40																					40	\$210	\$8,400	0.7%
<i>Surveyor</i>				8	8																		24	\$180	\$4,320	0.3%
<i>Labor Compliance Officer</i>			8	6	3	3	3	3	3	3	3	3	3	3	2	2	3	3	3	3			60	\$170	\$10,200	0.8%
<i>Labor Compliance Analyst</i>			40	36	36	32	26	26	26	26	26	26	26	26	26	26	26	26	26	26			508	\$128	\$65,024	5.1%
<i>Public Outreach</i>		64	64	64	64	64	32	32	32	32	32	32	32	32	64	64	32	32	36				836		\$80,000	6.2%
<i>Materials Testing</i>				32	32	32	32	32	32	32	32	32	32	32	64	64	64	64	40				680		\$112,900	8.8%
<i>Construction Coordinator / Office Engineer</i>				10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10				170	\$110	\$18,700	1.5%

Note: Our rates comply with State of California Department of Industrial Relations Prevailing Wage Requirements.
Mileage to be charged at IRS approved rates
Overtime rates 1.5 times over 8 and Saturdays, 2 times for Sunday in conformance with DIR requirements
Markup for Subconsultants at 10%.

Subtotal	7,248	\$1,252,629	97.36%
Overtime Premium Budget		\$9,000	0.70%
Other Direct Costs/Mileage		\$25,000	1.94%
Total		\$1,286,629	100.00%



Construction Management & Inspection Services

Street, Sewer & Water Infrastructure Improvement

CIP 014 & CIP 005



Michael Baker
INTERNATIONAL

We Make A Difference

July 20, 2020

City of El Monte
11333 Valley Bl.
El Monte CA 91731
Attn: Mr. Mike Jasminski, Project Manager

RE: REVISED PROPOSAL FOR CONSTRUCTION MANAGEMENT AND INSPECTION (CM/CI) SERVICES FOR STREET, SEWER AND WATER INFRASTRUCTURE IMPROVEMENT PROJECT AT VARIOUS LOCATIONS, CIP 014 AND CIP 005

Dear Mr. Jasminski:

Michael Baker International (Michael Baker), appreciates the opportunity to submit our revised proposal with revisions at your direction, to the City of El Monte (City) to offer Professional CM/CI services for the Street, Sewer and Water Infrastructure Improvement Project at Various Locations CIP 014 and CIP 005. We will serve the City as an extension of staff, and as a trusted advisor to deliver a safe and well-planned construction project. We understand that the project duration currently is estimated at 18 months with a focus on beginning the Water Improvements as soon as possible to facilitate the Water Bond Funding requirements. The Michael Baker Team is uniquely qualified for this project with extensive experience delivering complex infrastructure projects, most importantly offering the lessons learned on a similar project delivery combining two segmental projects designed by different Engineers. We understand that PSOMAS will deliver the consolidated project documents, with IEC as one of the design teams. We have worked with PSOMAS in the past and look forward to the opportunity to deliver another successful project.

We are pleased to offer the services of a very experienced CM team, Mr. Bill Seitz PE, who will serve as your CM and Mr. Eric Eljenholm, who will serve as the project inspector. They both have the skills to deliver this exciting project and are currently using **Procore**. Mr. Seitz has over 25 years of experience providing CM/CI services on successful Sewer, Waterline and Overlay Projects for several Municipalities in Southern California. He is also a licensed contractor, that understands what it takes to deliver a project that is **Safe, of High Quality, On Schedule and On Budget**. Both Bill and Eric have worked with most of the contractor's in the area focusing on being a proactive, firm but fair, solution-oriented CM/CI Team, offering ideas to the City and Design Team, which in turn mitigates delays and additional costs.

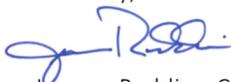
Critical to the success of any construction program is the constructability reviews (CR). At Michael Baker we not only offer CR, but we teach it to the Construction Division at the Port of Long Beach. As the CM/CI Team we always make it a point to communicate with the community, sharing information with them in the field, and with the assistance of our project partner **MBI Media** reaching out to the community members where English is a second language.

Our team is extremely well-versed in the extra steps required in documenting the construction of state and federally funded projects. Our team will implement a Project Specific Quality Management Plan (PSQMP) and a Health and Safety Plan (HASP). Our team has experience providing Labor Compliance services for the County of Orange. We also have teamed with our 25-year partner **Ninyo and Moore** to offer materials testing services.

We have read understood and agree to all statements in this request for qualifications and acknowledge receipt of all addendums/amendments as well as to the terms, conditions, and attachments referenced.

Jerome Ruddins, Vice President, principal-in-charge will authorize all contract documents. On behalf of Michael Baker, we sincerely appreciate your consideration of our team and look forward to the opportunity to provide our proven CM/CI services to the City of EL Monte. Please let us know if you have any questions and/or require additional information.

Sincerely,



Jerome Ruddins, CCM
Vice President, Principal in Charge
949-981-2679, jruddins@mbakerintl.com



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Street, Sewer & Water Infrastructure Improvements

CIP 014 & CIP 005

3. Firm CM/CI Background

Michael Baker INTERNATIONAL

Michael Baker International, (Michael Baker), a global leader in engineering, planning, and consulting has been partnering with communities since 1940 to solve their most complex infrastructure challenges with a legacy of expertise, experience, innovation, and integrity. Supported by more than 3,000 employees in 80 offices worldwide, we provide a full continuum of life-cycle engineering consulting, specialized global construction, base operations, security management, systems integration, and intelligence solutions. Our Clients include federal, state, and municipal governments; and a wide range of private development and other commercial partners.



Our Construction Services, Engineering, Planning, and Consulting business unit encompasses the complete lifecycle of planning, environmental assessment, engineering design, construction management, construction inspection, and facilities maintenance for projects all over the country. We provide a full continuum of solutions for a broad range of markets, including municipal local streets and highways, potable water infrastructure,

wastewater infrastructure, bridges, traffic signals, and public buildings.

At Michael Baker Construction Management is a distinct practice with a 25-year history, being served from 3 Regional offices, Santa Ana, Ontario and San Diego. We have a proven program with focused CM Professionals. This project will be served from our Santa Ana Office. We have a 20+ year partnership with the Construction Management Association of America (CMAA) and American Public Works Association (APWA). Our Construction Managers are Certified Construction Managers and Professional Engineers. We have listed our services in the table on this page.

2019 ENR Top 500 Design Firm Rankings		THE TOP 500 DESIGN FIRMS
29	Top 500 Design Firms	
14	Top Pure Designers	
17	Airports	
5	Bridges	
22	Construction Management	
21	Highways	
22	Mass Transit & Rail	
13	Transportation	
10	Water Supply	

Our approach is to serve the City of El Monte as an extension of staff providing services with a focus on safety, budget, schedule and quality, the cornerstones of the Construction Delivery Process. We will serve as your trusted advisor. We are consistently refining our CM Plan, Project Specific Quality Management Plan (PSQMP), Health and Safety Plan (HASP) and Project Management Plan (PMP). The CM/CI Team of Bill Seitz and Eric Eljenholm have delivered multiple successful projects together, and with their combined strengths will deliver this project successfully.

Year Founded: 1940

Organization Form: Corporation

Total Number of Offices: 80

No. of Offices in California: 12

Total No. of Employees: 3,000

No. of California Employees: 600

No. of Santa Ana Employees: 240

Services Provided:

Construction:

- Program Management
- Cost Estimating
- Constructability Reviews
- Contractor Prequalification
- Bid Evaluation
- Permitting
- Construction Management
- Construction Inspection
- Labor Compliance
- Value Engineering/Analysis
- Change Management
- Claims Management
- Expert Witness Testimony
- Special District Management
- Design Build
- General Engineering Construction
- Field Surveying
- Mapping / Right-of-Way

Design:

- Civil Engineering
- Transportation Engineering
- Water Resource Engineering
- Structural Engineering
- Traffic Engineering
- Electrical Engineering
- Landscape Architecture
- Stormwater Management
- Architecture

Planning:

- Land Planning
- Transportation Planning
- Watershed Management
- Urban Planning and Design
- GIS
- Visual Analysis and Design



Street, Sewer & Water Infrastructure Improvements

CIP 014 & CIP 005

As a qualified Construction Management and Inspection firm, over the past two decades, Michael Baker is currently working on and/or has successfully completed the construction management and/or inspection of numerous public works projects located in Southern California for the following entities:

California American Water
Chino Basin Desalters Authority
City of Anaheim
City of Bellflower
City of Beverly Hills
City of Burbank
City of Carlsbad
City of Chino Hills
City of Corona
City of Culver City
City of Cypress
City of Del Mar
City of Fountain Valley
City of Hermosa Beach
City of Indio
City of Irvine
City of Lake Forest
City of Long Beach
City of Los Alamitos
City of Mission Viejo
City of Moreno Valley
City of Morgan Hill
City of Murrieta

City of Novato
City of Oceanside
City of Ontario
City of Orange
City of Palm Springs
City of Paramount
City of Riverside
City of Roseville
City of San Bernardino
City of San Clemente
City of San Diego
City of San Juan Capistrano
City of Santa Ana
City of Seal Beach
City of Tustin
City of West Hollywood
City of Yorba Linda
Coachella Valley Water District
Eastern Municipal Water Dist
El Toro Water District
Elsinore Valley MWD
Golden State Water Company
Irvine Ranch Water District

Inland Empire Utility Agency
Indio Water Authority
Long Beach Water Department
Los Angeles County
Mesa Water District
Mojave Water Agency
Port of Long Beach
Port of San Diego
Riverside County Trans Comm
Riverside County Flood Control
San Bernardino County
San Diego County Water
Authority
Santa Ana Watershed Project
Authority
San Juan Capistrano Water
South Coast Water District
Water District
Ventura County
Victor Valley Wastewater
Reclamation Authority
West Basin MWD
Yorba Linda Water District





Street, Sewer & Water Infrastructure Improvements

CIP 014 & CIP 005

Proven Experience!

	Demolition, Grading, Excavating	Storm Drains, Water Quality, Sanitary Sewers	Dry Utilities	PCC improvements	ADA Compliance and Improvements	Traffic Signals,	New Power Service	Traffic Medians, Pavers	Asphaltic Concrete, Street	Lighting	Landscaping, Irrigation
La Brea Avenue Streetscape Improvement Project West Hollywood, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Beverly Hills Reverse Osmosis Water Treatment Plant Beverly Hills, CA	✓	✓	✓	✓	✓		✓			✓	✓
Palm Canyon Drive Streetscape Project Cathedral City, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
La Pata/Vista Hermosa Sports Park and Aquatic Center San Clemente, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Irvine Regional Park Maintenance Building Replacement Orange, CA	✓	✓	✓	✓	✓		✓		✓	✓	✓
Betty way Sewer Project West Hollywood, CA		✓		✓					✓		
Virginia Park Storm Drain Project Laguna Beach, CA	✓	✓		✓					✓		
Candleberry Storm Drain Seal Beach, CA	✓	✓		✓					✓		
American Honda Disinfection Facility Project Torrance, CA	✓		✓	✓					✓		
Palos Verdes Drive East / Montemalaga Drive Rancho Palos Verdes, CA	✓			✓	✓				✓		
Porsche Experience Center Carson, CA	✓	✓	✓	✓	✓		✓		✓	✓	✓
San Fernando Bl & Burbank Bl. Intersection Improvements Burbank, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Earl Schmidt Intake Pump Station Improvements Santa Clarita, CA	✓		✓	✓					✓	✓	



4. Qualifications and Experience of Personnel

Insights from your Senior Construction Manager, William Seitz



Billy, tell us a little about your CM experience. As you know this is a very large project.

...and a crucial one for the residents of the City of El Monte.

In my 20 years with Michael Baker as a Construction Manager, and 30 years overall in the industry, I have had the opportunity to work on very diverse projects, all of which included water, sewer and local roadway infrastructure. I look forward to the opportunity to work on this exciting project. Having a project with 2 design teams will be a challenge that I accept and will draw on my experience to assure that there are no surprises, by identifying items during the all-important Constructability Review, that a construction contractor believe are unclear and subject to interpretation. This will minimize the opportunity for change. I will also draw upon my experience as a Professional Engineer and Licensed Contractor, understanding the importance of following a well thought out plan. I have had contractors propose unrealistic preliminary schedules, as it relates to staging the project, and especially with this one including sewer, water and street reconstruction in the same neighborhood. It is important that the contractor provides accurate durations from pipeline installation durations, disinfection durations and tie ins. We will need to nail down a realistic schedule to meet the Water Bond obligations, as well as to minimize interruption to the residents of the City of El Monte.

As a CM on similar large projects, I forecast the monthly draw requests with the contractor to assure that they understand the importance of staying on schedule, and providing quality work, so that they can meet the estimated cash flow associated with the project. Projects in addition to this infrastructure include, sports parks, a aquatic center, reestablishing riparian habitats & diverting creeks, a City Hall, various highway widenings with multiple bridges, and a test center for Porsche Cars North America. I've had the opportunity to work with the department of the Interior, the Armed Forces, Caltrans, ARDOT, Department of Health Services, DTSC, FAA & TCA, Fish & Wildlife, SCAQMD, and several Railroads. Construction is an art and can be like a game of chess. While the CPM schedule is the lifeline of the project, more immediate coordination of trades that can be overlooked become part of the 3-week look ahead schedule.

Effective Construction Management assures that the details are not overlooked such as working with residents on their property, and the importance of reestablishing their improvements, and performing a final walk on each property. Safety is the number one priority on any project – whenever working on sites with traffic control or in an excavation, it adds another dimension to the work. My experience delivering water projects with Santa Clarita Valley Water Agency and Long Beach Water Department, and Sewer and Paving Projects with the City of West Hollywood will be applied this project. Proper protocols and training as well as the proper personal protective equipment and an enhanced awareness of your surroundings is critical. We will be following the Michael Baker Health and Safety Plan (HASp); as well as the contractors; IIPP, Heat Illness Prevention Plan, Hazard Communications Plan, Code of Safe Practices and/or Job Hazard Analysis (JHA) and Site Specific Safety Plan; Working in trenches and heavy equipment in tight quarters and with potentially unknown underground utilities is a major concern.

A project of this size has many potential risks. How do you plan to protect City of El Monte's investment in this project and manage the risks?

As the Construction Manager I see myself as an extension of the City of El Monte Staff, and my primary role is to manage the risks on the project. For a project of this size, we recognize that there is a potential for significant risks, and we look forward to beginning the management process. We are currently working effectively during the COVID 19 Pandemic. This requires a good understanding of the safety measures required to continue to perform essential work in the field. We have experienced delays of procurement of materials; therefore, we have made it a point to identify long lead items early on to assure the project meets the schedule. Effective CM begins with the constructability review phase of the work, identifying potential solutions to risks associated with this work. Establishment of a Risk Register is key to the success of any project. Items on the risk register will include safety. This will be

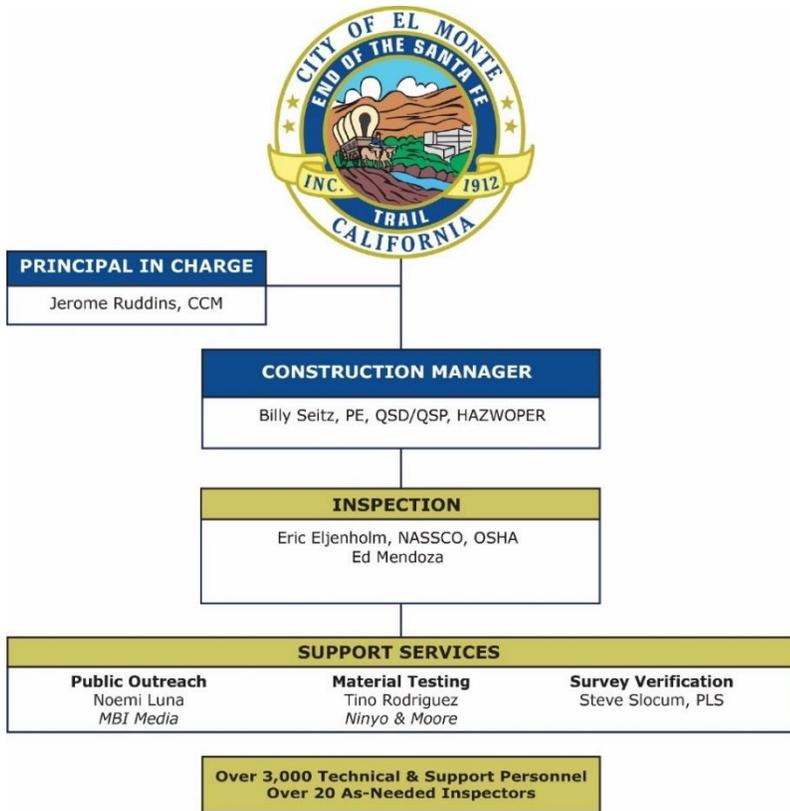


discussed every day and the on-site safety officer will be the first to speak at the weekly progress meetings. Safety is dynamic, but the goal never changes. Other items will include quality of the work, staging of the work, scheduling of the work, and risk of budget creep. Managing risk requires proactive communication, not avoiding the tough questions, offering potential solutions and timely resolution will minimize the potential for claims of delay.

One other key for managing risk is understanding the project documents better than anyone on the team. This is crucial to the success of the project, staying a few steps ahead of the contractor. The time during the pre-construction period will be key, for all the CMS Team members to participate in a page turn review of the plans and specifications.

Key Project Team Members Qualifications

Team Member	Yrs of Exp	Qualifications
Billy Seitz	29	B.S., Engineering, California State Polytechnic University, Pomona Professional Engineer - Civil, California, 2010, 76356 Safety Assessment Program Evaluator, California, 2011, 68236 OSHA 8-Hour HAZWOPER Refresher Training, 2018, 24107316 Hazardous Waste Operations and Emergency Response, 2015, 14461266
Jerome Ruddins	36	B.S., Construction Management, California State University at Long Beach OSHA 8-Hour HAZWOPER Refresher Training, 2019 Hazardous Waste Operations and Emergency Response, 2015, 14461134 Certified Inspector of Sediment & Erosion Control, California, 2011, 0783 Certified Construction Manager, 2014, 3172 OSHA 30-Hour Construction Outreach Training, 2008 Qualified SWPPP Practitioner (QSP), California, 2011, 21030
Eric Eljenholm	6	B.S., 2013, Civil Engineering, California State Polytechnic University, San Luis Obispo OSHA 10-Hour Construction Outreach Training, California, 2016, 17219086 NASSCO Manhole Assessment & Certification, 2018, U-1018-0703002999 NASSCO Pipeline Assessment & Certification, 2018, U-1018-0703002999 NASSCO Lateral Assessment & Certification, 2018, U-1018-0703002999 Engineer-In-Training, California, 2012, 146666
Ed Mendoza	34	Grade III Water Distribution Operator Certification, AWWA Confined Space Safety Certification, AWWA and Cal OSHA NASSCO Sewer Manhole Systems Rehabilitation and Inspection Certificate
Noemi Luna	17	B.S., Public Administration, California State University Dominguez Hills Carson CA Bilingual in Spanish
Garreth Saiki	14	B.S., Civil Engineering, University California Berkley M.S., Geotechnical Engineering, University California Berkley MBA, University Davis Professional Engineer - Civil, CA, #496665 Geotechnical Engineer - CA #2509



Construction Manager and Teams Experience

Billy Seitz with his 30 years of experience delivering complex infrastructure projects has the qualifications to facilitate the demands of this project. His experience includes Construction Management of multimillion-dollar projects including the \$25M 45 acre La Pata Park in the City of San Clemente. This project included 2 phases of the work. The first phase included mass grading with infrastructure construction including sewer, water, storm drain, power and telecommunications. The second phase included the construction of the Administration Building, and Pools by Jaynes Construction and the Sports Fields, Restrooms, Detention Basins and Landscaping by Valley Crest Landscape. There was another dimension to the project that included Michael Baker completing the design documents of the project at the request of the City of San Clemente, Constructability Review and Prequalification of the Contractors. This project required extensive coordination with both contractors as well as the community due to the widening and installation of a traffic signal on the main arterial highway. More recently he was on the Porsche Experience

Center Project \$40M+ project for more than 9 months full time coordinating with the contractors constructing infrastructure, and the track improvements. This was a challenging project working closely with the with the Engineer of Record whose office is in Michigan. He used his skills at looking at work activities ahead and managing risk on the project. There were at least 5 contractors on site at any given day coordinating with them on their schedules due to the ever-evolving constraint of working on a closed dump site under the purview of DTSC.

His experience also includes the Bake Parkway/Lake Forest Drive Bridges, Infrastructure, and 66 kV Undergrounding Improvements in which he provided Construction Management on this \$17M project that included 3 bridges, drainage channels, waterlines, storm drain and dry utility improvements. Once again, his communication skills and engineering knowledge kept this project on track to meet difficult schedules. Currently he has been working with Long Beach Water Department and Santa Clarita Valley Water Agency, where he was responsible for sanitary sewer improvements including CIPP, and potable and reclaimed water systems. Bill has been working with his Inspector **Eric Eljenholm** on two water infrastructure projects, Earl Schmidt Intake Pump Station Piping Project completed last year, and the West Ranch Recycled Waterline project scheduled for completion in the next few months. They work together effectively, to minimize impacts to the community, with the extensive traffic control required to deliver the project. Both Billy and Eric will also draw on his experience on the Santa Monica Bl. Traffic Signal and Median Improvements project. While on this project he worked closely with the businesses on Sant Monica Bl. coordinating construction phasing of

roadway and sidewalk improvements. It was imperative that the community had access to the businesses during sidewalk construction at their doorsteps. Eric will also rely on his association with the **National Association of Sewer Service Companies (NASSCO)** as a certificate holder for **Lateral Assessment, Manhole assessment and Pipeline Assessment services**. These certifications have provided added value to clients on Sewer Improvement Projects for the City of West Hollywood.



During the construction of the \$1.5M Highway 74 project Billy Seitz was instrumental in keeping the



project on schedule when a gas main was encroaching in the State Highway thus requiring the expedited relocation of the utility. With Billy's leadership on the project compensable delay damages were avoided due to his collaborative approach with the General Contractor.

We have been teaming with Ninyo and Moore on projects for the last 20 years to provide the most cost-effective materials testing creating value to the client. They have an extensive staff available for material testing, from their Irvine Office. to One notable project was the \$3M Alondra Water Main project which included 5,800 lf of 16" DIP. Ninyo and Moore worked closely with us to manage the trench backfill process. We have also teamed with Ninyo and Moore on projects with the City of West Hollywood, LBWD and Santa Clarita Valley Water Agency. This collaboration will provide value to right size the oversight on the project, while maximizing the services of Eric Eljenholm project Inspector.

We have also teamed in the past with MBI to assist the City on the Outreach Support to the Community. They have over 31 years of experience providing these services to Public Agencies. Their work will include not only noticing but also language translation. Their office is conveniently located in Covina CA and have been assisting Cities in Southern California for over three decades.

Our experience with similar projects such as the Golden State Water \$6.2M Design Build Potable Waterline Project in Los Angeles CA, which included 23,000 lf of watermain and 570 services. The demands of a waterline replacement project include traffic control, trench construction, hydrostatic testing, disinfection and keeping services interruption to a minimum. We understand these demands and will require the contractor to keep their schedule updated to assure good coordination.

Our Principal in Charge Mr. Jerome Ruddins will bring his 36 years of Construction Management experience to this project, by offering his extensive pre-construction services; constructability review, bid management, construction services; scheduling expertise, claims mitigation, and construction closeout; QA/QC of Record Drawings. He has worked closely with both Billy and Eric during their careers at Michael Baker.

Reference Projects / Contacts

Various CIP Projects, City of West Hollywood

Michael Baker has been providing construction management and inspection services to the City of West Hollywood since 2003. Past and current assignments have been for both public works capital improvement projects and private development improvements in the public right-of-way and have involved: **sewer construction**, rehab lining, and repair; **potable water lines**; storm drains; **street rehabilitation, improvements**, pavement construction, grinding, ARHM, lime treatment, decorative paving, bus shelters, bus pads, bus stop improvements, driveways, sidewalks, curb, gutter, ADA ramps, access ramps, bike lanes, cross walks, signage, striping, traffic signals, and street lighting; streetscape boulevard reconstruction, tree planting, landscaping, irrigation, and drainage; excavating and grading; dry utility construction, gas, electric, and telecom; traffic improvements; and SWPPP, BMP's, and NPDES. Michael Baker's duties have encompassed: biddability and constructability reviews; value engineering; cost estimating; bidding assistance and evaluation; pre-construction activities; permits; administering the contract; inspecting the work of various contractors; documenting the work via daily reports and digital photography; ensuring quality control; verifying quantities; conducting weekly progress meetings; processing control documents including RFI's, submittals, progress payments, and certified payrolls; negotiating and managing change orders; providing field fixes to design issues; monitoring the contractor's construction schedule, traffic control plan, and safety plan; coordinating with material inspectors, material testers, special inspectors, utility representatives, and LA County Traffic Signal Shop representatives; providing extensive public relations and community outreach; implementing cost reducing measures; and **facilitating State and Federal Funding**.

Construction Cost: Over \$15,000,000
Project Dates: May 2003 – Current 2019
Team Members: Billy Seitz, Eric Eljenholm, Jerome Ruddins, Kieler Smith
Contact: Ms. Mila Sologub, Assistant Civil Engineer, 323.848.6338, msologub@weho.org



Earl Schmidt Intake Pump Station Pipeline Improvements, Santa Clarita Valley Water Agency

Michael Baker provided construction management and inspection services for this major modification to the Earl Schmidt Intake Pump Station. The 56MGD Pump Station is the primary feed from Castaic Lake to the Earl Schmidt Water Treatment Plant. The work included bypass of the intake pumping station, temporary removal of a portion of the existing pump stations 54" suction and discharge headers, 54" butterfly valves, 36" and 54" restrained flexible couplings, construction of a reinforced 73'x30'x19' concrete pit, steel platforms, railings, stairs, ladders, soil nails, reinstallation of the manifolds, valves, removal and replacement of the existing 24" ball joints, concrete pavement, electrical work and lighting. Michael Baker's duties included CM; contract administration; Agency coordination; Inspection; RFI and submittal processing; progress payment processing; change management; design issue resolution; quality assurance; document control; daily report preparation; punch list preparation; temporary shutdown notification and coordination; final acceptance verification; and as-built verification.

Construction Cost: \$3M
Project Dates: 2018
Team Members: Billy Seitz, Eric Eljenholm, Jerome Ruddins
Contact: Mr. Shadi Bader, Senior Engineer, 661.259.2737, sbader@scwater.org

Rancho Parkway Street Improvements, City of Lake Forest CA

Michael Baker provided construction management and inspection services on this \$3.3 million street improvement project. The work included: dewatering, grading, excavating, cold milling, 2,936 tons of AC, 2,097 tons of ARHM, curb, gutter, sidewalk, raised landscape median, cobble paving, retaining wall, detention basin spillway, traffic signal modifications at Rancho and Portola, drainage facilities, underground utilities, domestic and recycled water pipelines, landscaping, and irrigation. Michael Baker's duties encompassed: contract administration; construction management; inspection; quality control and quantity verification; monitoring the Contractor's construction schedule, safety plan, and traffic control plan; public relations; material testing monitoring; utility and survey coordination; and processing control documents including submittals, progress payments, change orders, daily and weekly reports, digital photos, and the final punch list.

Construction Cost: \$3.3M
Project Dates: 2016
Team Members: Billy Seitz, Jerome Ruddins
Contact: Mr. Tom Wheeler PE Director of Public Works/City Engineer, 949.461.3480
twheeler@lakeforestca.gov

Bake Parkway/Lake Forest Drive Bridges, Infrastructure, and 66 KV Undergrounding Improvements, City of Lake Forest CA

Michael Baker provided Resident Engineering Services. Construction included rough grading; construction of three bridges and three drainage channels; and undergrounding, street, median, traffic signal, reclaimed water, storm drain, and dry utility improvements. This project funded through an Assessment District and involved coordination with numerous agencies.

Construction Cost: \$17M
Project Dates: 2013
Team Members: Billy Seitz, Jerome Ruddins
Contact: Mr. Bill Martin, Irvine Community Development Company, 949.422.4647



La Pata Sports Park and Aquatic Center, City of San Clemente CA

Michael Baker provided construction management and inspection services for this \$17 M, 46-acre park and aquatic center project. Improvements included sewer, storm drain, gas, power, potable and recycled water lines, phone, grading, curb and gutter, parking lots, asphalt paving, roadway widening, traffic signals, aquatic center with 50-meter competition pool and 25-yard activity pool with water play feature and zero-depth entry, pool house, mechanical building, landscaping and hardscaping, two soccer fields, and football / lacrosse field with synthetic turf. Michael Baker's duties encompassed: CM; inspection; bidding assistance; contract administration; constructability review; value engineering; RFI, submittal, progress payment, and change-order processing; quantity verification; quality control; contractor schedule and safety program monitoring; surveying and material testing coordination; daily reports; and digital photography.

Construction Cost: \$20M
Project Dates: 2012
Team Members: Billy Seitz, Jerome Ruddins
Contact: Mr. Tim Shaw, City of San Clemente Project Manager, (Presently with Griffin Structures)
760.908.7636

Porsche Experience Center, Carson CA

Michael Baker provided Resident Engineering Services in support of this exciting project. Services included weekly progress meetings, progress payment reviews, RFI, RFC, change management, schedule review, coordination with multiple contractors working on the site and coordination with DTSC. The Porsche Experience Center covers 53-acres in the City of Carson. The site was originally a waste disposal area. Prior to the construction of the new site development the existing waste below grade was capped under the jurisdiction of the Department of Toxic Substances Control (DTSC). The development includes a 2-story 50,785 square foot US Green Building Council's Leadership in Energy and Environmental Design (LEED) Certified operations building with an adjacent parking lot for 245 stalls, and a driver development track. The operations building located on the northern portion of the site has a foundation system consisting of a 12-inch thick reinforced structural slab supported on 185 concrete piles. Each pile was driven 28-feet through the protective membrane and resealed with industrial latex. The Track includes eight different driving modules covering most of the site and has 200 concrete driven piles supporting various structures including a 10,000- and 88,000-gallon recycled water tank providing irrigation for the tracks low friction wetted modules.

Construction Cost: \$20M+
Project Dates: 2017
Team Members: Billy Seitz, Jerome Ruddins
Contact: Mr. Daniel Barcham, Porsche USA, 404.374.0607



Key Project Team Members Resumes

Billy Seitz, PE, QSD/QSP, HAZWOPER | Construction Manager

Mr. Seitz has over 30 years of experience and has been responsible for contract administration, construction management and inspection of numerous waterline, pump station, reservoir, sanitary sewer and roadway projects throughout southern California. He has worked with most of the General Contractors in the area and has a firm but fair approach to construction management services. He has provided services with both State and Federal Funding and understands the importance of proper construction documentation. He is currently using PROCORE on his waterline project for Santa Clarita Valley Water Agency.

Years with Michael Baker: 20

Years with Other Firms: 15

Degrees

B.S., Engineering, California State Polytechnic University, Pomona
B.A., Social Sciences, University of California, Irvine

Licenses/Certifications

Professional Engineer - Civil, California, 2010, 76356
Safety Assessment Program Evaluator, California, 2011, 68236
OSHA 8-Hour HAZWOPER Refresher Training, 2018, 24107316
Hazardous Waste Operations and Emergency Response, 2015, 14461266

He is well versed in Greenbook specifications, as well as Caltrans and ADA standards, and local regulations. This vast knowledge and experience combined with his proficiency in managing the daily activities of contractors, inspectors, designers, utility representatives, and field survey crews will ensure continuity between design and construction.

Experience

Cast Iron Main Replacement Cherry Ave, Long Beach, CA. *Long Beach Water Department.* Construction Manager. Mr. Seitz provided construction management services for this \$1.3M LBWD waterline reconstruction project. The work involves approximately 2,640 lf of 12" DIP, 90 lf of 8" DIP, 150 lf of 6" DIP and 12 existing water main connections. Additional items of work include 27 services, 2 blowoffs, and 2 air vacs. Cherry Ave is a very heavily traveled street and requires extensive traffic control during the construction. Michael Baker's duties encompassed: providing construction administration and inspection; verifying quantities and ensuring quality control; monitoring the Contractor's safety plan; observing pressure testing, chlorination, flushing, and Bac-T testing; and preparing daily construction reports, digital photos, and the punch list.

Earl Schmidt Intake Pump Station Pipeline Improvements, Santa Clarita CA. *Santa Clarita Valley Water Agency.* Construction Manager

Mr. Seitz provided construction management services for this \$3.1M modification to the Earl Schmidt Intake Pump Station. The 56MGD Pump Station is the primary feed from Castaic Lake to the Earl Schmidt Water Treatment Plant. The work included bypass of the intake pumping station, temporary removal of a portion of the existing pump stations 54" suction and discharge headers, 54" butterfly valves, 36" and 54" restrained flexible couplings, construction of a reinforced 73'x30'x19' concrete pit, steel platforms, railings, stairs, ladders, soil nails, reinstallation of the manifolds, valves, removal and replacement of the existing 24" ball joints, concrete pavement, electrical work and lighting. Michael Baker's duties included CM; contract administration; Agency coordination; Inspection; RFI and submittal processing; progress payment processing; change management; design issue resolution; quality assurance; document control; daily report preparation; punch list preparation; temporary shutdown notification and coordination; final acceptance verification; and as-built verification.

Bake Parkway/Lake Forest Drive Bridges, Infrastructure, and 66 kV Undergrounding Improvements, and CATV / Competitive Access, Lake Forest, CA. *Irvine Community Development Company.* Resident Engineer. Michael Baker provided Resident Engineering Services. Services included chairing weekly progress meetings, managing inspection, managing materials testing, progress payments, contract changes and coordination with the City of Lake Forest and the County of Orange Department of Public Works. Construction included rough grading; improvements to three bridges and three drainage channels; and undergrounding, street, median, traffic signal, reclaimed water, storm



drain, and dry utility improvements. The \$17 million project was funded through an Assessment District and involved coordination with numerous agencies.

La Pata Sports Park, San Clemente, CA. *City of San Clemente.* Construction Manager. Michael Baker provided CM/CI services for this \$25M, 46-acre, park site project. Phase 1a improvements included: sewer, storm drain, gas, power, potable and recycled water lines, telephone, grading, curb and gutter, parking lots, asphalt paving, and roadway widening. Phase 1b improvements include: a multiple pool Aquatics Complex complete with 50-meter Competition Pool, 25-yard Activity Pool with Water Play Feature and zero-depth entry, pool house, mechanical building, and associated landscaping and hardscaping in the pool deck area. Michael Baker's duties encompass construction management; inspection; bidding assistance; contract administration; constructability review; value engineering; processing RFI's, submittals, progress payments and change orders; quantity verification; quality control; monitoring the contractor's schedule and safety program; coordinating surveying and material testing; and documenting the work via daily construction reports and digital photography.

S.R. 74 Curve Widening, Riverside County, CA. *Riverside County Transportation Department.* Construction Manager. Michael Baker provided construction management services for the widening of 1.12 miles of S.R. 74 on the south side of the road heading eastbound, between Calvert Avenue and California Avenue. Michael Baker's services included constructability review, bid evaluation, CM/CI, material testing oversight, and surveying services.

Transmission Main Improvement Project No 7435, Norwalk, CA. *City of Norwalk* – Construction Manager. Michael Baker provided design, construction management, and inspection services to the City of Norwalk for this \$3M transmission main improvement project. The work included installing 5,692 LF of 16" DIP, 7,992 LF of 12" DIP, 80 LF of 8" DIP, 32 LF of 6" DIP, 247 LF of 16" FBEL&C, and 203 LF of FBEL&C water mains, resilient wedge gate valves, air valves, blow-offs, and pressure reducing station, and reconnecting water services. Michael Baker's duties encompassed pre-construction support; construction management; inspection; night and weekend work; community outreach and public relations; monitoring the Contractor's traffic control plan, shoring plans, and safety plans; meetings with District Staff, Design Engineers, City Officials; Contractors, Utility Representatives, and Representatives from the Gabrieleno Band of Mission Indians; quality control and quantity verification; progress payments; change management; and documenting the work of the Contractor via daily construction reports and digital photography.

Porsche Experience Center, Carson, CA Resident Engineer. Michael Baker provided Resident Engineering services for the Porsche Experience Center which covers over 53-acres and is located in the City of Carson. The site was originally a waste disposal area and was capped under the jurisdiction of the Department of Toxic Substances Control (DTSC). The development includes a 2-story 50,785 square foot US Green Building Council's Leadership in Energy and Environmental Design (LEED) Certified operations building with an adjacent parking lot for 245 stalls, and a driver development track. The operations building has a foundation system consisting of a 12-inch thick reinforced structural slab supported on 185 concrete piles. Each pile was driven 28-feet through the protective membrane and resealed with industrial latex. The Track includes eight different driving modules and has 200 concrete driven piles supporting various structures including a 10,000 & 88,000-gallon recycled water tank providing irrigation for the track's low friction wetted modules.



Eric Eljenholm | Inspector

Mr. Eljenholm has professional experience providing inspection on involving a variety of public works projects including Potable Waterlines, Sanitary Sewers, Traffic Signals, Roadway Improvements. He has also worked with Caltrans and Southern California Edison construction projects to ensure compliance with the Construction General Permit.

Years with Michael Baker: 5

Years with Other Firms: 0

Degrees

B.S., 2013, Civil Engineering, California State Polytechnic University, San Luis Obispo

Licenses/Certifications

OSHA 10-Hour Construction Outreach Training, California, 2016, 17219086

NASSCO Manhole Assessment & Certification, 2018, U-1018-0703002999

NASSCO Pipeline Assessment & Certification, 2018, U-1018-0703002999

NASSCO Lateral Assessment & Certification, 2018, U-1018-0703002999

Engineer-In-Training, California, 2012, 146666

Experience

Earl Schmidt Intake Pump Station Pipeline Improvements, Santa Clarita, CA. *Santa Clarita Water Agency.* Construction Inspector. Michael Baker provided CM/CI services to the Santa Clarita Valley Water District for this \$3 million project. The work included: temporary removal of a portion of the existing pump station’s suction and discharge pipelines, valves, and air/Vacuum valves; demolition and removal of a concrete pad and concrete thrust block; construction of a reinforced concrete pit, steel platforms, railings, stairs, ladder, pipe supports, reinforced concrete vault, chain-link fence and geotechnical improvements including soil nails; installation of the suction and discharge pipelines, valves, air/vacuum valves, and drain pipelines; construction of concrete pavement; and electrical work and lighting. Michael Baker’s duties encompassed: constructability review; pre-bid meeting; construction management; construction inspection; contract administration; coordination with Agency, Design Engineers, and Contractor; RFI and submittal logging and tracking; permit coordination; quality assurance and quantity verification; shut-down, tie-in, disinfection, chlorination, and start-up coordination; monitoring the Contractor’s safety plan and construction schedule; ensuring the Contractor’s operations did not disrupt the Agency’s operation of the active water treatment plant; SWPPP monitoring; progress payment review; construction progress meetings; change management; daily report preparation; photographic documentation; web-based document repository; punch list preparation; final walk though; and as-built drawing verification

Well Automation and Rehabilitation Project, Costa Mesa, CA. *Mesa Water District.* Construction Inspector. Michael Baker provided CM/CI services for this \$11M comprehensive upgrade of all five District clear water well sites. The wells provide 70% of the District's water supply. Key project elements include well rehabilitation, pump replacement, general electrical equipment replacement, new emergency generators, construction of new chemical storage and feed systems area, replacement of wellhead piping, instrumentation upgrades, and site security improvements. Michael Baker’s duties encompass project management, construction administration, office engineering, inspection, equipment and system testing/start-up/training, and construction close-out.

Santa Monica Boulevard between Palm Avenue and West Knoll Drive, CIP 1705, West Hollywood, California – City of West Hollywood - Construction Inspector. Michael Baker provided CM/CI services for this \$1.3M project whose goal was to bring signalized pedestrian crossings and traffic flow improvement on Santa Monica Blvd. between Palm Ave. and West Knoll Dr. The work included reconfiguration of median islands to accommodate new turn lanes and roadway crossings, in addition to the placement of traffic signals at previously non-signalized crosswalks for the intersections of Santa Monica Blvd./Palm Ave; Santa Monica Blvd./Hancock Ave; Santa Monica Blvd./Westmount Drive; and Santa Monica Blvd./West Knoll Dr. The project also included modifications to the existing traffic signal at the intersection of Santa Monica Blvd./Westbourne Dr. to improve efficiency of the traffic signal operations. Michael Baker’s duties included CM/CI; contract administration; RFI and submittal review; progress payments; quality assurance and quantity verification; daily report preparation; punch list; as-built verification; and public relations.



Jerome Ruddins, CCM | Principal In Charge

As Construction Services Department Manager, Mr. Ruddins is responsible for managing construction managers and inspection personnel on projects of various levels of complexity and intensity. He possesses over 35 years of construction management and inspection experience and has been responsible for the construction administration and inspection

Years with Michael Baker: 24

Years with Other Firms: 12

Degrees

B.S., Construction Management, California State University at Long Beach

Licenses/Certifications

Hazardous Waste Operations and Emergency Response, 2015, 14461134

Certified Inspector of Sediment & Erosion Control, California, 2011, 0783

Certified Construction Manager, 2014, 3172

OSHA 30-Hour Construction Outreach Training, 2008

Qualified SWPPP Practitioner (QSP), California, 2011, 21030

of over \$2.5 billion of public works construction projects. These projects include potable water systems for LBWD, Mesa Water, Golden State Water and Norwalk Water; Sanitary Sewers for LBWD, and San Clemente; and Roadway projects in Laguna Beach, San Juan Capistrano and West Hollywood. He has worked extensively with the Caltrans Standard Specification and Construction Manual. Throughout his career, Mr. Ruddins has worked hand-in-hand with Caltrans Compliance Officers on federally funded projects preparing, analyzing, and presenting change orders, force account work, coordinating the monthly field file audit, and the final construction file. As a Construction Manager, he has worked closely with Resident Engineers coordinating RFI's, submittals, material testing and inspection, and field survey. He has also chaired construction site meetings, reviewed schedules, quantity calculations, and pay estimates. Other responsibilities include quality control of inspection, utility coordination, constructibility reviews, contractor pre-qualification, value engineering, specification quality control, and construction safety. He has attended seminars on construction claim mitigation, sat on claim review panels, and worked closely with legal counsel to mitigate claims.

Experience

Linda Vista Pump Station Complex Improvements Project, Phase 2. *City of Anaheim.* Principal in Charge. Michael Baker is providing Construction Management services for this \$10M 18 Month project. This project includes replacement of the 400 Pressure Zone and 555 Pressure Zone Booster Pumps and Motors which consist of (11) new pumps and motors ranging from 300 hp to 100 hp, new fabricated discharge heads, new pipe and accessories to connect to existing pipe and valves, new air vac valves, new pressure switches, and new disconnect switches and new lock out stop stations. Installation of 2 new 4,000-amp, 480 volt, 3 phase motor control centers. Construction of a new 480 Volt Electrical Service with a 4,000 amp metering switchboards, conduits, transformer pads, pull boxes, and PMC switch vault are to be furnished and installed by the Contractor. Construction of a new 1,950 square foot, air conditioned, masonry building to house new motor control centers, variable frequency drives, main control panel, and the SCADA network communications cabinet. Construction of a new main access gate and replacement of the On-Site Security Camera System. Modification of the Existing Network Interface Unit (NIU) Cabinet, Located Adjacent to the Existing Booster Station - The work includes removal of the existing PLC and Operator Interface Terminal (OIT); and installation of a new OIT, and Power Over Ethernet (PoE) injectors for the new reservoir mounted camera's. Installation of a New Main Control Panel (MCP) 90"x72"x24" ventilated enclosure with a new PLC, OIT, UPS, Ethernet switch, relays, terminal blocks, power supplies, and all other ancillary equipment and wiring required. Upgrades of Existing Emergency Power System. Installation of 2 surge tanks 10,000 gallon and 2,500 gallons. Construction of SCADA System Fiber Optic Network Modifications.

Culver Blvd. Filtration & Retention Project PR-002 and Culver Realignment Project PZ-460, (Prop 84 Funds) *Culver City CA* Principal in Charge. Michael Baker is providing CM/CI, labor compliance and architectural historian services for this \$19M project.



Noemi S. Luna || *Project Manager*

Education

B.S., Public Administration
California State University,
Dominguez Hills
Carson, Calif.

Capabilities

Project Management
Community Outreach
Bilingual in Spanish
Works effectively under minimal supervision while managing various priorities and projects
Has experience conducting public surveys for transportation programs
Can strategically plan and implement community outreach efforts to increase awareness and involvement.

Has collaborated with community partners to develop relations and increase services to community

Years of Experience

17

Noemi has strong experience in community/agency-based partnerships, program development/implementation, and strategic planning within recreation and leisure services, managed healthcare, community-based social services, event planning, and grant-funded programs for the community at large. In the past, Noemi was a major contributor to the development of relationships with local community partners and businesses, school districts, and other stakeholders to serve community needs with quality and effective resources, programs and services.

Relevant Experience

Metrolink –Station Platform Outreach, *Project Manager*

- Managed and conducted platform outreach for construction of station enhancements at multiple Metrolink platforms
- Conducted outreach at El Monte, Northridge, Montebello/Commerce and Rio Hondo College stations
- Collaborated with Metrolink, RailPros, and AECOM for public outreach
- Developed all project collateral

Los Angeles County Department of Public Works – East San Gabriel Valley Active Transportation Plan, *Account Coordinator*

- Managed staff/logistical needs and facilitation of outreach events for public engagement
- Coordinate and oversee tracking of public comments, Project Hotline and Project Email Account
- Developed outreach material, social media content and Project Website
- Managed the creation of online survey in multiple languages
- Developed Summary Report for Community Outreach Events a
- Coordinated staff/logistical needs for 3 Walk/Bike Audit

Metrolink – Communications Support Services, *Project Manager*

- Coordinated with Metrolink to disseminate information and messaging to residents during construction/maintenance work
- **Community Matters Card:** Development of a marketing card to be utilized by Metrolink for community outreach
- **Door Drops for Construction Updates:** Facilitate grassroots noticing of construction/maintenance updates to communities and private residences along San Bernardino Line, Orange County Line and Riverside Line
- **Central Maintenance Facility Outreach Meeting:** Develop collateral and provide support for community meeting regarding CMF Updates

City of Chino, Community Services Department – *Community Services Program Coordinator*

- Conducted program presentations to community stakeholders; commission members, healthcare providers, company representatives, and residents



JARED B. RECLA GEOTECHNICAL PROJECT MANAGER

CERTIFICATIONS

TWIC

ACI Concrete Field Technician Certification

Nuclear Gauge Operator Certification

R.S.O. Certification

EXPERIENCE HIGHLIGHTS

Port of Long Beach On-Call Materials Testing

City of Long Beach, On-Call Testing and Inspection

California Department of Transportation Projects

Eastern Transportation Corridor Project in Orange County

Various Improvement Projects at Los Angeles World Airports

Various Improvement Projects at Orange County Sanitation District

Groundwater Recovery Plant Project for South Coast Water District

Santa Margarita Water District - Chiquita Water Reclamation Plant- Ortega Highway California

As a Project Manager for Ninyo & Moore, Mr. Recla provides education and training to field staff in the use of Nuclear Density Gauges, Sand Cone Testing, Batch plant inspection, Concrete Field Testing (ACI as well as Caltrans Testing), Bolt Pull Observations as well as Tag and Sample operations for Rebar and masonry. Mr. Recla has direct oversight and direction of dispatching efforts for Ninyo & Moore's Irvine and Rancho Cucamonga offices. Mr. Recla works closely with Project Managers concerning staffing needs and oversight of projects as well as R.S.O. (Radiation Safety Officer) duties for Irvine and Rancho Cucamonga offices. Mr. Recla remains Certified for ACI and Caltrans Testing for soils, concrete and asphalt operations

REPRESENTATIVE PROJECT EXPERIENCE

Inland Empire Utilities Agency Upland Interceptor Relief Sewer, Various Ontario, California: Project Manager retained during construction of the Upland Interceptor Relief Sewer, Phase 2 project located at various locations within Ontario, California. New construction consisted of underground installation of approximately 6,500 linear feet of 24 inch diameter sewer main pipeline. Geotechnical services included review of project geo-technical reports, plans, and specifications. Field services included observation and density testing the underground sewer main pipeline installation, backfill, and compaction operations. Our services were requested to ensure the construction operations were performed in accordance with the project plans and specifications.

Inland Empire Utilities Agency South Zone Pump Station, Ontario, California: Project Manager retained during construction of the RP-1 South Zone Pump Station project located within the Inland Empire Utilities Agency's RP-1 facility, in Ontario, California. The project included installation of various new underground utility pipelines and new asphalt concrete pavement. Geotechnical services included review of project geotechnical reports, plans, and specifications. Field services included observation and density testing the various new exterior underground utility trench backfill and surface pavement compaction operations. Our services were requested to ensure the construction operations were performed in accordance with the project plans and specifications.

Colorado Ocean Relief Sewer Project, Santa Monica, California: Project Manager retained during construction of the Colorado Ocean Relief Sewer Project located in the City of Santa Monica, California. The project consisted of 1000 feet of new pipeline that included 250 feet of an 8.5 feet diameter tunnel. The tunnel was excavated with an open shield in soft ground conditions beneath Pacific Coast Highway. As part of the construction management team Ninyo & Moore performed face mapping of the tunnel heading to evaluate the engineering characteristics of the encountered soil. In addition, we provided material testing and sample collection along the cut and cover portions of the alignment. This included evaluation of soil types used for backfill, field and laboratory testing of the engineered fill, and sampling and testing of concrete placement. Results of our testing was summarized and provided to the Resident Engineer for contract compliance documentation.

Foothill Parkway Westerly Extension, Corona, California: Served as Project Manager during construction of the Foothill Parkway Westerly Extension project in Corona, California. Construction included a new bridge, mass grading, buttresses, retaining walls, Mechanically Stabilized Earth (MSE) walls, storm drain improvements, and asphalt concrete pavement over aggregate base. The bridge is a side-by-side pre-stressed box girder structure with two bents and two abutments. The bridge is supported by cast-in-place concrete piles and caissons.



5. Project Approach

Project Understanding

The City is seeking qualified consultants to provide Professional CM/CI services, public outreach services and material testing services for the a \$11.2M 18 month Street, Sewer and Water Infrastructure Improvement Project at Various Locations, CIP 014 and CIP 015. We understand that the project duration is estimated at 18 months, and the Engineer of Record will be providing Engineering Services During Construction. We also understand that the City will be responsible for Labor Compliance Services based upon a clarification during the RFP process.

The project includes the construction of waterlines and services, sewerlines and lateral lines that are relocated from the existing sewerline in the back of the property and roadway improvements once the infrastructure is completed. At Michael Baker we make a point of engaging with the public and in the event that we are challenged we will reach out to our partner MBI Media to assist with communicating in various languages. We have extensive experience in engaging with stakeholders including the affected businesses and residences. We will maintain a continuous communication with the stakeholders and El Monte community in in Multi-language (English; Spanish, Chinese and Vietnamese) for project updates, inquiries and concerns through the duration of the project and as deemed necessary. Consultant shall be required to participate in discussions, create and conduct presentations, as required by the City. We also understand that the waterline project is to be complete by June 2021.

The Street, Sewer and Water Infrastructure Improvement Project at Various Locations, CIP 014 And CIP 005 is located within the areas of Laurelhurst, Bodger, Granada, Gage, Lexington, Washington, Nevada, Tyler, Shasta and Emery. The City is simultaneously working with PSOMAS and IEC to complete the improvement plans.

The sewer lines within this area were installed over 50 years ago and are made of vitrified clay material ranging from 6 to 12 inches in diameter. The sewer segment within this area is undersized for current wastewater flows. In certain segments, the sewer pipe is currently under residential property and in some instances lies under private properties making inspection, maintenance, and repair challenging when ensuring the highest level of service. The City has been working with IEC to provide with the final plans and specifications for Sewer Replacement segment of the project. Improvements consist of, but not limited to pipe, manholes, service connections (laterals), sewer and manhole rehabilitation, excavation, shoring, dewatering, bypassing, bedding, backfill, resurfacing, hauling, off – site legal disposal, erosion control, traffic control etc and all other work as indicated in the sewer construction documents.

The water lines on Laurelhurst, Bodger, Granada, Gage, Lexington, Washington, Nevada, Tyler, Shasta, Emery and Marsen area were installed close to 90 years ago and have reached their natural life spans. The aging infrastructure steel pipes have become corroded and deteriorated. This has resulted periodic leaks causing the Public Works Maintenance to routinely perform maintenance repairs. For this segment, the City has been working with PSOMAS to provide with the final plans and specifications to replace approximately 12,400 lineal feet of damaged water main lines within the areas. Improvements consist of main pipeline replacements, new water meters, lateral connections, new water valves etc. and all other work as indicated in the water main replacement construction documents (Plans and Specifications).

The roadway conditions for these residential streets consist of broken concrete built in the 1920's and deteriorated asphalt causing pavement failures. With the construction of the underground utility improvements, the pavement conditions will have patches of repaired pavement and original pavement. For this segment the City has been working with Psomas to provide plans and specifications to rehabilitate the pavement improvements. Improvements consist of pavement and concrete work improvements monument restoration and all other work as indicated in the pavement improvements construction documents.

While the sewer, water and street improvements are moving forward with the final engineering design, PSOMAS is tasked to consolidate the three segmental projects to one set of construction documents for bidding. The



goal is to reduce the construction costs by having one contractor perform all the construction improvements for the sewer, water and roadway improvements and transform the work area into a safe and attractive residential community once the project is completed.

Work Approach

Michael Baker will perform comprehensive construction management services throughout the entirety of a project and will provide technical and administrative management services for the project. We understand the **importance of the timely completion** of the project and we are prepared to begin our services with an expedited Constructability Review. Michael Baker will provide coordination and oversight of all activities related to the construction of the project, maintain close liaison with the City's designated staff, and copy the City staff on all correspondence. Michael Baker will provide professional construction management services including but not limited to Pre-Construction, Construction Management, Records, Construction Reports, and Project Administration in accordance with the requirements of the Scope-of-Work outlined in the RFP.

Michael Baker will serve as an extension of the City's staff. Our construction management team has extensive experience overseeing the construction of water infrastructure from the perspective of a public utility. We have the right background to understand and represent the City's interests and work diligently to manage the project budget and construction quality.

Role of the Construction Management Team

The primary role of the CM team is to represent the City by protecting City's investment, managing the project risks associated with change order costs and potential delays, and guiding the Contractor through the startup and commissioning process to deliver the four typical metrics of every successful project:

1. On Time. Manage the schedule so the project is delivered within the planned timeframe, including any verified extensions, from breaking ground to commissioning.
2. On Budget. Manage the construction process and change orders to deliver the project within the budget, the planned contingency, and without claims.
3. Quality. Implement a quality assurance process to deliver good workmanship, long-lasting value, and a well-constructed plant Operations staff readily accepts.
4. Safely Built. Deliver the project constructed in a safe manner by the Contractor, with no recordable accidents.

CM Safety Approach

Safety is the priority of our team. The selected Contractors will be responsible for site safety, but our job will be to review and help to oversee the safety procedures developed by the Contractor. Michael Baker's internal SLAM Safety Program will be the centerpoint of our safety approach: Stop, Look, Assess, and Manage risks. Michael Baker's Regional Construction Services Team includes more than 20 Cal-OSHA Certified and safety trained professionals all with an excellent safety record. Safety is our top priority, with the commitment of the Executive Management at Michael Baker, our staff is prepared to monitor construction site safety.

S.L.A.M.
STOP | LOOK | ASSESS | MANAGE



Michael Baker INTERNATIONAL | We Make a Difference

Document Control System

Michael Baker will utilize Procore with the license provided by the City of El Monte. Michael Baker is currently using Procore on its 12" pipeline project for Santa Clarita Valley Water Agency. This is a password-protected, web-based, project specific Document Tracking System. Procore is a web-based system that allows the City, and all project team members, to obtain up-to-date construction management and inspection information including: Plans and Specifications, NPDES Permit and SWPPP Compliance Reporting and Documentation, Daily Reports, Submittals, RFIs, Punch Lists, Materials Tickets and Test Reports, Meeting Minutes, and Images seamlessly 24 hours a day. Use of these technologies allows Michael Baker the ability to perform nearly every conceivable construction management task, efficiently and economically. Ultimately, our

team's overarching role is to make sure the City receives the full value of its investment in the



construction contract and the CM oversight.

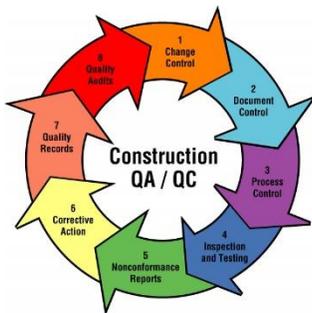
Contract Compliance Procedures

Expediting and processing RFIs, submittal reviews, clarifications, change orders, and contract closeout activities are critical

to all projects. The best opportunity to control and protect against change orders is during the processing of these documents and prior to the contractor mobilizing to site. Our approach is to review and respond to as many of the RFIs and submittals as possible in the field, before involving the Design/Reviewing Engineer. Clearly there are RFIs that only the Design Engineer can address, and in such cases we will immediately transmit such RFIs to the Design Engineer for review. In our experience, many RFIs can be addressed by simply pointing the General Contractor to the appropriate section of the Contract Documents. Part of our responsibility is to monitor and vet both the RFIs and responses for clarity, time impacts, scope changes, repeated questions, design intent changes, quality changes, cost changes, contract term changes, criticality, constructibility, response times, owner preferences, and solutions.

Quality Control

Quality Assurance and Quality Control prior to and during the construction process are extremely important in ensuring timely delivery of the construction project within or under budget while also safeguarding the value of the Owner's investment. Michael Baker will rely on the **Construction Services Practice Quality Control Manual** to ensure compliance with industry codes and standards, regulations, and design criteria. This includes client provisions and expectations. This is integrated into every step of the design and construction process, beginning with the initial conception and development of the project with the preparation of the plans and specifications, continuing through all phases of the work, and culminating with the turn-over of the project to the City and commencement of the warranty period.



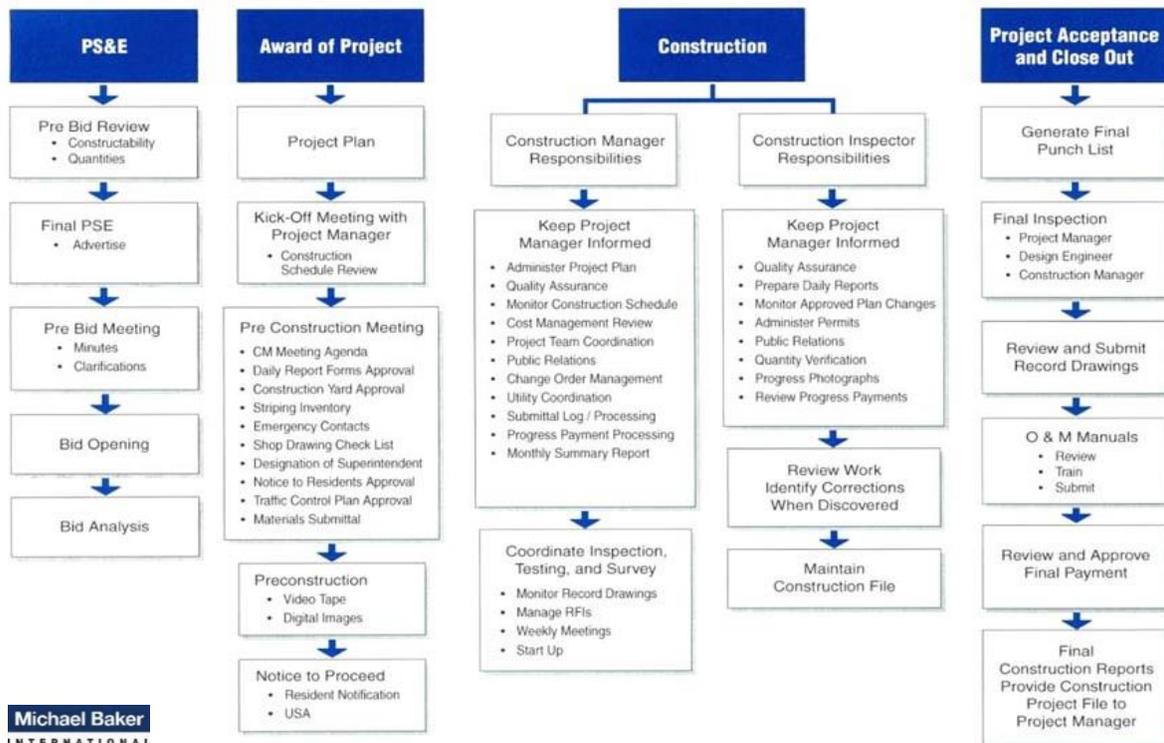
Michael Baker has developed processes, policies, and procedures (QA/QC Measures) to manage and perform work in the construction environment that will be provided to the City. Construction contract documentation not only provides the information needed to bid, plan, and construct the work, it also provides the hard data needed to analyze and successfully resolve a construction claim. An example of our QA/QC Measures can be provided for the City's review. Michael Baker will provide services on a project specific, time and material basis, in support of the City. Upon notification, Michael Baker's Project Managers will begin to interface with the City and ensure that the City's standards, processes, and expectations are fully understood and met.

The designated Michael Baker QA / QC Manager for a project will be the Principal in Charge. This ensures continuity, document traceability, and flawless contract administration. All work and materials shown on the plans, listed in the specifications, offered in the Contractor's submittals, imported and/or delivered to the job site, and/or constructed and/or installed on the project must conform. Our process involves the following steps:

- In order to perform work on the project, we recommend that the prime Contractor must submit a QA/QC Plan for review and acceptance. A review of the Contractor's QA/QC Plan will be conducted with the City, the Design Engineer, and the Contractor to assure that a comprehensive QA/QC Plan is in place and to achieve consensus on all scheduled construction activities. All work performed by the Contractor will be held and subject to the Contractor's own QA/QC Plan.
- Inspection of the work and verification of products and materials will be completed by the CI, CM, and the contractor's identified QA/QC Manager. As construction progresses, multiple on-going inspections and
- assessments of the work will be conducted utilizing QA/QC checklists and forms, approved submittals, daily construction inspection and QA/QC reports, and photographic documentation. Unsatisfactory workmanship, materials, and construction deficiencies will be documented and reported for future identification and confirmation of correction.
- Another QA/QC measure employed by Michael Baker is the substitution of a project inspector with a project CM when the project inspector is unavailable due to illness, vacation, etc. This is done to the maximum extent possible to avoid gaps in coverage and ensure staff with knowledge of the project performs this critical task.



Work Flow Diagram CONSTRUCTION MANAGEMENT



Michael Baker
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Proactive Dispute Avoidance & Resolution Leads to Fewer Claims

As the City’s Construction Manager, Michael Baker will be the central conduit for communication between the Contractor, the City, and other jurisdictional parties. Our role is integral to managing requests for modifications in the Drawings and Specifications. Regardless of the good work that the consultant who prepared the contract documents has done, there will be differing site conditions, operational complications, equipment compatibility issues, conflicts or problems with the contract documents, and scope changes throughout construction of the project that will necessitate changes. Michael Baker applies a systematic approach to change order management so that contract changes are handled efficiently and fairly.

Experience has taught us that the best way to resolve a conflict is to avoid it in the first place. Michael Baker will take actions to avoid disputes including:

- Help the City to allocate risks clearly and fairly based on the Contract Documents
- Perform contract obligations on-time and maintain complete records
- Define problems quickly and work diligently to contain the condition and minimize impacts
- Cooperate with other team members and remain flexible

If conflicts do arise, Michael Baker will lead efforts to resolve the issues outside of litigation. We will apply our experience and expertise within the framework established in the Contract Documents to work towards an acceptable outcome.

Michael Baker will give the City a clear picture of the substance and implications surrounding a potential change so that the City can make a well-informed decision.

Michael Baker
INTERNATIONAL



VALUE ADDED SOLUTIONS

Breakout Scheduling Meetings will result in added value to City of El Monte.

Our Construction Managers ensure success by:

- ✓ *Serving as the single point of contact between owner and contractor*
- ✓ *Strictly adhering to contract documents*
- ✓ *Providing a proactive management approach*
- ✓ *Responding to issues quickly and communicating the resolution to keep the project moving*

The Michael Baker team will provide the City with fully qualified and experienced Construction Management and Inspection staff that will act in the best interest of the City. Our Team will: act as the eyes and ears of the City; strive to ensure that the work is completed per plans, specifications, and local standards, and within the project schedule and budget. We will document the work of the contractor via construction reports and accompanied construction photographs and meet regularly with the contractor to discuss their ongoing commitment to the safety of the public and workers.

For a this project, we will:

- Provide committed, and qualified personnel with the requisite expertise, experience, and know-how to get the job done. Our core team will provide the right chemistry and team environment in the office, project trailer and onsite.
- Manage resources focusing on continuity of services.
- Foster collaborative processes and procedures to enhance communication with all parties: The City, the Michael Baker Team, the Contractor, Designer, nearby residents and other construction projects, Impacted Utilities, etc.
- Lead by example using tried and tested management systems and tools that are effective and efficient.
- Streamline existing tools as needed and track items to completion.



Street, Sewer & Water Infrastructure Improvements

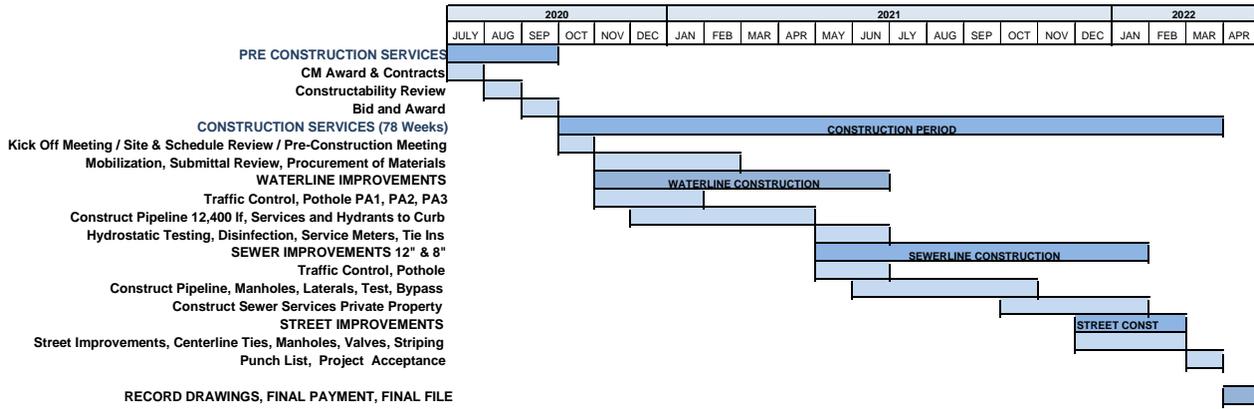
CIP 014 & CIP 005

CITY OF EL MONTE STREET, SEWER AND WATER INFRASTRUCTURE IMPROVEMENT PROJECT AT VARIOUS LOCATIONS, CIP 014 AND CIP CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

Michael Baker

INTERNATIONAL

RESOURCE LOADING



KEY CMIS STAFF POSITIONS

Project Manager & QA/QC, Jerome Ruddins CCM, QSP, HAZWOPER

CM William Seitz PE, QSP/D, HAZWOPER

Civil Inspector, Eric Eljenholm EIT

Civil Inspector, Ed Mendoza

Deputy CM Kieler Smith PE, CCM, QSP/D, ACI

Surveyor

Public Outreach

Materials Testing

Construction Coordinator / Office Engineer

Traffic Engineer

	2020						2021												2022					
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR		
<i>Project Manager & QA/QC, Jerome Ruddins CCM, QSP, HAZWOPER</i>		35	30	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	255
<i>CM William Seitz PE, QSP/D, HAZWOPER</i>		40	40	80	90	90	90	90	90	90	90	90	90	90	90	90	90	90	80	80	80	40		1700
<i>Civil Inspector, Eric Eljenholm EIT</i>				40	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	80			2680
<i>Civil Inspector, Ed Mendoza</i>																45	45	45	45	45				225
<i>Deputy CM Kieler Smith PE, CCM, QSP/D, ACI</i>		40																						40
<i>Surveyor</i>					8	8															8			24
<i>Public Outreach</i>		64	64	64	64	64	32	32	32	32	32	32	32	32	32	64	64	64	64	64	40			836
<i>Materials Testing</i>				32	32	32	32	32	32	32	32	32	32	32	32	64	64	64	64	64	40			680
<i>Construction Coordinator / Office Engineer</i>				10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10				170
<i>Traffic Engineer</i>																								6,610



Street, Sewer & Water Infrastructure Improvements

CIP 014 & CIP 005

MBI Media Resource										
Staff Position		Sr. Project Manager	Project Manager	Deputy Project Manger	Account Coordinator II	Account Coordinator I	Graphic Designer	Copywriter	Total Hours	Total Cost
Outreach Support										
Develop Outreach Plan	1	8	8	8					24	\$0.00
Development of Outreach Materials		8	16		4	4	24	2	58	\$0.00
Weekly Stakeholder Coordination Updates/Meetings	40	20	40	40					100	\$0.00
Digital Outreach (social media, website, email, etc.)	18	18	18	36		36	18	4	130	\$0.00
Door-to-Door Noticing / Construction Notices	10		40			160	4	2	206	\$0.00
Develop/Implament Response Process for Inquiries/Complaints	18	18	36	18	36	36			144	\$0.00
Project Stakeholder Database	18	4	8		18	36			66	\$0.00
Spanish Translations			16		16			4	36	\$0.00
Optional Cost: Virtual Project Meeting(s) Room Platform		8	8		16	16	24		72	\$0.00
Total Outreach		84	190	102	90	288	70	12	836	\$0.00
Other Direct Costs - Estimate*										
Standard Printing (Flyers/Notices/etc.)										
Large Scale Printing (Boards/Banners/Signs/etc.)										
Translations (Chinese/Vietnamese)										
Meeting Platform Hosting (Zoom,GoToWeb,Teams, etc.)										
Live Interpreter Service (per meeting)										
Total Other Direct Costs - Estimate		\$0								
									TOTAL PROJECT COSTS	\$0.00

*All ODC will be invoiced at cost with no mark-up at the time of service provided

Optional Cost



Table 1 - Breakdown of Estimated Fee for CIP No. 005

Field Services

Senior Project Engineer/Geologist/Environmental Scientist	12 hours	@	/hour	\$	-
Senior Technician - Trench Backfill	260 hours	@	/hour	\$	-
Senior Technician - Subgrade and Agg Base	60 hours	@	/hour	\$	-
ACI Concrete Technician	20 hours	@	/hour	\$	-
Field Vehicle Usage	352 hours	@	/hour	\$	-

Subtotal \$ -

Laboratory Analysis

Proctor Density D 1557, D 698, CT 216, & AASHTO T-180	10 tests	@	/test	\$	-
Sand Equivalent, D 2419, CT 217	3 tests	@	/test	\$	-
Sieve Analysis, D 422, CT 202	6 tests	@	/test	\$	-
Compression Test, 6x12 Cylinder C 39	20 tests	@	/test	\$	-

Subtotal \$ -

Project Coordination and Background Review

Principal Engineer/Geologist/Environmental Scientist	4 hours	@	/hour	\$	-
Senior Project Engineer/Geologist/Environmental Scientist	24 hours	@	/hour	\$	-

Subtotal \$ -

Report Preparation

Principal Engineer/Geologist/Environmental Scientist	4 hours	@	/hour	\$	-
Senior Project Engineer/Geologist/Environmental Scientist	12 hours	@	/hour	\$	-
Data Processing, Technical Editing, or Reproduction	4 hours	@	/hour	\$	-

Subtotal \$ -

TOTAL ESTIMATED FEE

\$ -



Table 2 - Breakdown of Estimated Fee for CIP No. 014					
Field Services					
Senior Project Engineer/Geologist/Environmental Scientist	8 hours	@		/hour	\$ -
Senior Technician - Trench Backfill	240 hours	@		/hour	\$ -
Senior Technician - Subgrade and Agg Base	60 hours	@		/hour	\$ -
ACI Concrete Technician	20 hours	@		/hour	\$ -
Field Vehicle Usage	328 hours	@		/hour	\$ -
Subtotal					\$ -
Laboratory Analysis					
Proctor Density D 1557, D 698, CT 216, & AASHTO T-180	12 tests	@		/test	\$ -
Sand Equivalent, D 2419, CT 217	3 tests	@		/test	\$ -
Sieve Analysis, D 422, CT 202	6 tests	@		/test	\$ -
Compression Test, 6x12 Cylinder C 39	20 tests	@		/test	\$ -
Subtotal					\$ -
Project Coordination and Background Review					
Principal Engineer/Geologist/Environmental Scientist	4 hours	@		/hour	\$ -
Senior Project Engineer/Geologist/Environmental Scientist	24 hours	@		/hour	\$ -
Subtotal					\$ -
Report Preparation					
Principal Engineer/Geologist/Environmental Scientist	4 hours	@		/hour	\$ -
Senior Project Engineer/Geologist/Environmental Scientist	12 hours	@		/hour	\$ -
Data Processing, Technical Editing, or Reproduction	4 hours	@		/hour	\$ -
Subtotal					\$ -
TOTAL ESTIMATED FEE					\$ -

Project Scope

The Michael Baker Construction Manager will complete the following scope of work for each work order as directed by the City's Project Manager:

Task 1 – Meetings: Michael Baker will meet with City personnel for an initial kick-off meeting.

Once the contractor is awarded a contract the consultant will schedule a pre-construction conference inviting all of the Project's stakeholders. In addition, the selected consultant shall conduct weekly coordination meetings with the contractor and stakeholders that will be involved with the next week's work. The consultant shall prepare agendas, community meeting presentations (as deemed necessary), and minutes of all meetings. The contractor will be required to provide a "look ahead" schedule at each weekly meeting that the selected consultant shall review and provide comment. These meetings may be held at the El Monte City Hall, 11333 Valley Boulevard, El Monte, CA. However, the meeting location may be scheduled for an alternate site or by video conferencing if agreed by the contractor and approved by the City.

Task 2 – Construction Management: Construction Manager under the general direction of the City's Project Manager shall be responsible for overseeing all aspects of the project construction management. Oversee and ensure that all requirements of the project's plan and specifications are strictly adhered to and the project construction phasing is completed in timely and professional manners, within budget and with an emphasis in providing the City with a high quality project. Develop project files folders and maintain all records in accordance to CSI Master Format. All project files shall become property of the City and shall be delivered to the City in its entirety. Construction Management firm will be required to upload all documents on Procore Project Management software provided by the city. Project file



folders and electronic files shall be kept up to date on Procore and sent to the City's PM.

The Construction Manager shall be responsible for Reviewing and monitoring Contractor's methods and procedures during all construction activities and issue weekly working days statement. The Construction Manager shall also be responsible at a minimum the following tasks but not limited to:

Task 2A - Constructability Review: The construction manager shall be responsible for the providing constructability written review comments of the design plans, specifications, and engineer's estimate and provide recommendations to improve construction efficiencies and/or reduce impacts to property owners, residences, business and the traveling public and potential budget constraints/impacts. The constructability review shall be performed at 95% and 100% of final plans and specifications. These reviews shall take no longer than two (2) weeks to complete. The consultant shall meet with the design engineer and City to address potential design conflicts, comments, and concerns.

Task 2B - Construction Phasing: Construction Manager shall develop and present to the Project Manager a construction phasing plan to minimize impacts to the community including schools, businesses and residents. Construction Phasing shall be lined up with the funding deadlines and shall be prioritized.

Task 2C - Supervision of Construction Inspection: The construction manager shall supervise the work of the project construction inspector(s). Review inspector's daily reports and provide copies to the City on a weekly basis due weekly and every Friday by noon. Additional Inspection and Reporting responsibilities are listed in Task 3.

Task 2D - Construction Schedule: The construction manager shall review the contractor's project schedule and confirm that tasks are scheduled within appropriate timeframes with the least impact to the public. On a weekly basis the construction manager shall review the contractor's weekly Look Ahead Schedule to confirm it is in compliance with the original schedule and that coordination with utility companies and agencies has been performed.

Task 2E – Material submittal - Construction manager shall review and track all submittals by the contractor. Submittals shall include but not limited to shop drawings, material data, samples, and product data. Construction manager shall verify that the correct products will be installed on the project. A tracking log shall be prepared to document, at a minimum: The date the submittal was delivered; who the submittal was transmitted to for comment/approval; and when the submittal was returned with comment or approval.

Task 2F – Weekly Work Day Statement: The construction manager shall prepare a weekly work day statements and issue to the contractor and to the City due weekly and every Friday by noon. The work day statement shall conform to Caltrans form CEM-2701 or similar form, approved by the City, produced by the consultant documenting the same information.

Task 2G –Coordination: The construction manager shall be the City's representative to assure coordination between the contractor and the design team, utility companies, other agencies, City, Stakeholders and the community. **The CM must be able to utilize project software (Procore) provided by the City.**

Task 2H – Traffic Control: The construction manager shall review and forward to the Engineer the contractor's proposed traffic control plan and the day to day operations to assure safety to the traveling public, pedestrians and to minimize the impacts to the general public.

Task 2I – Contractor's Payment: The construction manager shall review, verify and make a written recommendation of contractor's invoices/payment requests to the City. The construction manager shall compile the inspector's field measurements and verify consistency with contractor's progress invoices. Additional verification shall include the quantities fully describing the materials, proportions, workmanships, supporting documentation such as materials, transport, labor, overheads for the finished work. Invoices shall be reviewed within one (1) work week the construction managers receipt date. For invoices to be rejected, the construction manager shall document reasons for rejection.

Task 2J – Change Orders - The construction manager shall prepare all City approved contractor change order requests and owner initiated contract change orders. Contractor's change orders requests shall be reviewed and confirmed it is a valid request not specified in construction contract documents. The construction manager shall also forward all requests to the design engineer for their input to the requests validity and cost. If the request is valid and a reasonable cost is established, the construction manager shall forward the change order request to the City recommending approval and tracking.

Task 2K – Review on Contract Claims: The construction manager shall be responsible in working with the contractor and resolving any issues prior to claims. The construction manager shall assist with City personnel in recommending the best solution to resolve disputed claims. Resolution of disputed claims shall be approved by the City Engineer or its designee.

Task 2L – Final Walk Through and "Punch-List": The construction manager shall arrange for a final walk through inspection with the contractor and prepare a "punch-list" of items needing to be addressed to complete the work and track progress and its status. The construction manager shall certify the completion of work improvements pursuant to the construction contract documents and shall make recommendations for final acceptance.



Task 2M – “As-Built” Plans: The construction manager shall maintain a set of “as-built” plans and document any deviations from the original construction contract documents, including city approved change order work. These plans shall be submitted to the City once the project is completed.

Task 2N –Outreach: Prepare and present an outreach plan strategizing tactics that align with the project goals and objectives. The Construction managers roles and responsibilities to be included in the outreach plan shall include but not limited public awareness, keep the residents and property owners apprised of the progress of construction, preparation of outreach materials/flyers as approved by the City, digital outreach, and print and distribute City approved flyers/materials to the properties along the project route describing the proposed work assuring the contractor informs residents, businesses and property owners of localized work that may impact their property; and responding to complaints.

Task 2O – Disadvantage Business Enterprises: The construction manager shall be responsible to assure the contractor is meeting the Disadvantage Business Enterprises goals established for the project. Monthly, in conjunction with reviewing the contractor’s payment request, the construction manager shall prepare Exhibit 9f of the Caltrans Local Assistance Procedures Manual (LAPM) and submit to the City along with the recommendation to approve the contractor’s payment.

Task 2P – Survey: The selected consultant shall monitor all activities related to the contractor’s survey work including but not limited to verification of field work, survey records, monument perpetuation, etc.

Task 3 – Inspection and Reporting: The selected consultant shall provide one experienced full-time construction observation/inspection to assure compliance with the plan and specifications during all times the contractor is working. Construction inspector shall have the full knowledge in the day to day operations and activities, coordination and monitoring of all construction methods including but not limited to infrastructure sewer water and roadway improvements, traffic control, and water quality SWPPP and BMP’s implementation. The consultant shall report the daily progress of the work on forms, approved by the City.

Pre-Construction Phase:

1. Perform a comprehensive and detailed constructability review of project plans and specifications and provide recommendations that provide results with minimal changes, ambiguity, and project delays.
2. Conduct site observation and identify and report potential project impacts.
3. Generate photo documentation of all proposed work areas, to include but not limited to, private property and public right of way, prior to the start of construction.

Construction Phase:

1. Review and familiarize the final approved construction documents (plans, specifications, and other contract and construction-related documents). Become familiar with traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
2. Photograph project prior, during, and after construction. Photo documentation shall provide a clear understanding of the scope of the construction activities conducted by the contractor and it must coincide with the inspector daily journals. Photos shall be organized and clearly labeled with date, time, and general work performed. During construction, construction photos shall be included as part of the Daily Reports
3. Attend pre-construction meeting(s) and present special concerns, if necessary.
4. Interpret plans, specifications and regulations and ensure that contractors are following their contracts. Provide inspections to ensure projects are constructed according to project specifications.
5. Direct and notify construction contractors about non-compliance and correct compliance problems as soon as they are discovered.
6. Complete Daily Reports of work completed and turned in to the CM by noon the following day.
7. Maintain daily diaries showing site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily diaries shall be submitted to City upon project completion.
8. Review construction progress schedules on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.



9. Provide accurate measurements of work completed by contractors in accordance with contract documents.
10. Coordinate with project civil engineering design consultant contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.
11. Review and evaluate proposed change orders. Construction Inspector shall exercise honesty and reasonable and justifiable judgment and must not vary so substantially from the original plans.
12. Review estimates for reasonableness and cost effectiveness and render recommendations to City. Construction Inspector shall exercise honesty and reasonable and justifiable judgment.
13. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
14. Monitor contractor's compliance with established safety program (including Covid19 measures), respond to deficiencies and hazards, and investigate and report on accidents.
15. Review soil compaction and materials testing certifications of compliance (COC). Coordinate with City's Acceptance Testing (AT) and Independent Assurance Program (IAP) testing firms regarding quality of work completed.
16. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported and direct contractor to take correction measures to achieve compliance.
17. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities and advise them to relocate or remove conflicting utilities and report outcome to City.
18. Attend weekly progress meetings to communicate, coordinate and resolve any issues or problems that may arise at the job site. Prepare and submit to contractor a "Weekly Statement of Calendar/Working Days" report.
19. Coordinate with contractor access to adjacent businesses/residents during construction. Advance public notification requires the City approval. Coordinate mitigation of construction impacts with contractor, City and other agencies.
20. Provide inspection of public utility sewer, water improvements including but no limited to facilities, roadway/street improvements and all other traffic-related work. Also provide inspection of contractor's workmanship and materials.
21. Inspect contractor's workmanship and materials involved in this infrastructure improvement project, including pipelines. Ensure conformance with plans, specifications, department regulations, applicable laws and building codes.
22. Observe construction safety, public safety and convenience, and report discovered problems to the City.
23. Monitor compliance with the City's National Pollutant Discharge Elimination System (NPDES) Permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.
24. Monitor compliance with City's Construction Demolition and Recycling Ordinance.
25. Maintain change order log and its supporting documentation and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.
26. Provide complete measurements and calculations to administer progress payments and make recommendations for payments.
27. Conduct field construction employee interviews to comply with Equal Employment Opportunity Law and as required by the DIR. Interviews shall be reported to City on a regular basis, if required for project.
28. Ensure that contractors submit certified payroll reports with monthly progress payment requests. Review reports for compliance with federal and state prevailing wage regulations. Ensure that labor and hours reported by contractors match inspector's daily diaries and inspection reports.
29. Prepare and transmit to contractor's correspondence related to construction inspection of projects. All correspondence sent to and received from contractors shall be copied and transmitted to City.
30. Coordinate preparation and submittal of as-built plans to City upon project completion.
31. Upon project completion, conduct final inspection and project close-out.



Construction Close-Out Phase:

1. Evaluate completion of work and recommend to City when work is ready for final Inspection.
2. Conduct final inspection/walk through with City staff, maintenance/service personnel and project civil engineer design consultant.
3. Issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
4. Secure and transmit required guarantees, certifications, affidavits, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.
5. Review and process contractor's request for final payment and release of retention.
6. Deliver project files to City's Project Manager.

Task 4 – Labor Compliance: This will be provided by the City Labor Compliance Professional not as a part of the Michael Baker Contract, to resolve complex labor compliance issues, review, verify and enforce the prime contractors and subcontractors submittal of monthly certified payrolls pursuant to the contract agreement, local, Federal, and State requirements. Michael Baker will be providing field information as required, most is crew size and activities. The prime contractor shall be responsible to assure corrections of any payroll that does not meet contract, Federal, and/or State requirements, including making additional payments to employees, if necessary. All correspondence and corrections with and by the contractor shall be documented and forward to the City. Consultant will need to inform the city as soon as the consultant discovers the discrepancies or labor compliance violations. The consultant shall submit a monthly labor compliance report to the City. The report shall include certified payrolls, correspondence corrections, consultant letter certifying the review and labor compliance in accordance to the Federal and/or State regulations. Consultant shall also be required to implement and administer the City's Project Labor Agreement and prepare monthly local hire and conduct reporting as required.

Task 5 – Geotechnical and Materials Testing: The selected consultant shall provide laboratory of construction materials testing to assure the contractor's construction methods and materials meet the requirements of the plans and specifications. This includes but not limited to compaction, observation engineered fill, shoring, trench and wall backfill, subgrade, concrete, pavement sections, as needed asphalt plant inspection, Test results shall be prepared and submitted daily to the City.

Task 6 – Survey: The selected consultant shall manage, monitor, inspect and maintain all survey work to be handled by the contractor's land surveyor. Construction Manager shall also keep track of the re-establishment or rehabilitation of all public land survey monuments as required by the Professional Land Surveyors Act.

Cost Control and Budgeting Methodology

Michael Baker is committed to providing the City of El Monte the full-service resources available through a large firm combined with the high quality and personal attention expected of a regionally focused company. Our local knowledge, participation in community associations, and history providing professional services throughout Southern California gives us a distinct edge to serving the City in an effective manner.

Michael Baker also understands that Project demands can fluctuate resulting in additional or reduced deployment of staff and equipment. Michael Baker addresses this concern by having multiple staff members with a wide variety of experience and availability to meet the demands of a project. With our Southern California resources our staff have the expertise and personnel to facilitate a large or small project depending on the needs of the project and the expectations of our clients.

Michael Baker employs a variety of cost control and budget methodologies for our Construction Management and Inspection Services. With the volume of Capital Projects, Michael Baker knows that having a clear and efficient cost control



and budget methodology will be critical for the City. For our services, prior to proposing a scope and fee, the Project Manager will coordinate with the City PM to discuss scope, expectations, and available personnel. It is our goal not to just staff the project as necessary but to staff it with the most qualified and appropriate personnel available. We also understand the need to work as efficiently as possible, to do this we will take into account where forces are already being utilized and make efficiencies where possible, whether that be to have the inspector cover multiple projects on the same day where geographically feasible or to coordinate progress meetings to occur on the same day to minimize staff time. As you will see when reviewing our proposed team, we have several construction managers that also are Professional Engineers and thus can serve the City of El Monte with very capable team members to maximize project efficiencies. Another cost control method that Michael Baker has is to limit the interactions with the design firm, Michael Baker not only has three Professional Engineers on the proposed team but is also a full service firm that can, if requested, provide expertise and input on almost any challenge encountered in the CIP Program.

Michael Baker also recommends and utilizes a variety of cost control methods for the construction contracts, both prior to and during construction including:

- Constructability Reviews (CR) – Michael Baker not only provides these services but also teaches these important skills to Agencies such as the Port of Long Beach Construction Management Department, by offering seminars on Constructability Review of infrastructure projects. Michael Baker will perform an independent and structured review of construction bid documents by our construction professionals to make certain that the work requirements are clear, the documents are coordinated, and that they assist the contractor in bidding, construction and project administration to result in reduced impacts to the project. When conflicts are minimized, the result is fewer RFIs, fewer field orders, a smaller number of change orders and, ideally, no disputes, claims or legal action. But beyond this, a CR should also result in fewer addendums, higher quality bids from higher quality construction documents, minimal delays, greater understanding of the project goals, a smoother construction process, construction done more quickly, and less administrative costs over the course of the project for all parties. The contractor could potentially save money by providing more confident bids, thus saving on estimating time.
- Value Engineering – At Michael Baker, our goal is to create the greatest possible value for our clients. We have found that incorporating value engineering into our services results in greater added value and reduced costs for our clients. Our team of construction professionals carefully consider all aspects of the project when making value engineering proposals to our clients. We carefully consider and thoroughly explain all options in the following areas:
 - Cost reduction: suggestions of less expensive alternatives to specified materials or systems.
 - Value-added: higher quality products that will increase value for the client and overall satisfaction with the project.
 - Life-Cycle Analysis: options that work to create a balance between initial construction costs and the long-term operational budget of the development.
 - Maintainability: recommendations of systems and products that will reduce maintenance costs over the lifespan of the building.
- Quality Assurance – Quality assurance is more than just one thing – it’s a set of initiatives that work together to ensure that everyone on the job site is following best practices. This includes not only the proper methodologies for accomplishing the task at hand but also for staying safe while doing so. Michael Baker takes both sides of QA very seriously and saves plenty of time and money as an end result. We provide a **Michael Baker Project Specific Quality Management Plan** on every project.
- Risk Management – Dealing with risks is one of the most important elements of managing capital projects. Project risk management consists of planning for and implementing a systematic approach for risk mitigation and implementation. Risk factors that are quantified will be used to develop strategies for mitigation. For each major risk factor, a remedial action with its associated cost will be devised and incorporated into the project’s Risk Management Plan (RMP). The Risk Management Plan is the road map for the implementation phase where Michael Baker will be responsible for follow up and documentation of actions taken. Risk management is implemented as early as possible and continues throughout the project.



6. Schedule Control

Managing the Schedule

Schedule is a key driver with any Project. We will diligently work with the City, Designer, and Contractor to identify potential delays before they arise and look to implement schedule reducing strategies. Our team will make sure that the Contractor provides their Look Ahead Schedules. The 3-Week Look Ahead Schedule will include activity IDs, activity descriptions, and activity float values that correlate to the baseline schedule. Schedule will be updated prior to every progress meeting and communicated to all involved Subcontractors, inspectors, operation, and management staff. Reviewing the monthly schedule update will reflect the Contractor's schedule performance and forecast dates of key activities and milestones. It will also show the critical activities leading to the achievement date of key milestones. Reviewing the schedule with the Contractor will help facilitate practical solutions to enhance the construction schedule, identify issues that could potentially impact the schedule, and mitigate schedule delays when encountered. Our team's experience working with Contractors gives us a unique perspective into the Contractor's scheduling process and will provide valuable insight and practical knowledge to help facilitate proactive solutions to any schedule-related challenges.

At the inception of the project the contractor will provide a preliminary schedule. Once this is received Michael Baker will review it and provide comments. These comments will be discussed during the preliminary schedule review workshop. This is a management technique that we find very helpful to the project. Michael Baker will provide a complete review of the plans and specifications so that the contractor does not miss critical activities. We find that contractors always want to increase the activities over the suggested 15 working days and when that happens you do not have an accurate schedule. It is our experience that we all learn about the project together we can offer collaborative solutions to the issues.

One additional management technique that is helpful is to require the contractor to identify the activity numbers from the approved Baseline Schedule on the 3 week look ahead schedule. One additional management technique is to review how the critical path activities are progressing each week, so that there are no surprises.

Staying on top of the shop drawing reviews is critical, in addition to keeping track of the long lead materials so the contractor does not wait to procure them, thus mitigating late delivery of materials. We discuss starting with the first weekly progress meeting procurement of materials.

We have found also early discussions on hydrostatic testing, the disinfection process, BacTee and tie ins pay off. This will assist the contractor when the testing plan is written for review by the Engineer. We want to assure that AWWA is being followed. This also relates to sewer line and manhole construction and the need for a highline plan, as well as pressure test before tie-ins. We have also found that a detail review of the laterals is valuable to assure that all the residences have a lateral.



Street, Sewer & Water Infrastructure Improvements

CIP 014 & CIP 005

7. Project Fee Schedule (Under Separate Cover)

<i>Subtotal</i>	7,248	\$1,252,629	97.36%
<i>Overtime Premium Budget</i>		\$9,000	0.70%
<i>Other Direct Costs/Mileage</i>		\$25,000	1.94%
<i>Total</i>		\$1,286,629	100.00%

Michael Baker

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We Make A Difference





DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSALS
FOR PROFESSIONAL DESIGN SERVICES
FOR THE DESIGN OF

**Water Main Replacement Laurelhurst, Bodger, Granada,
Gage, Lexington, Washington, Nevada, Tyler, Shasta, and
Emery**

(CIP NO. 014)

OCTOBER 2018

IMPORTANT DATES

RFP ISSUED	OCTOBER 11, 2018
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	OCTOBER 25, 2018
RELEASE OF INFORMATION REQUESTED	NOVEMBER 1, 2018
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 5:00 PM	NOVEMBER 13, 2018
AWARD DATE	DEC 2018 / JAN 2019
APPROXIMATE START DATE	FEBRUARY 2019

REQUEST FOR PROPOSALS
FOR PROFESSIONAL DESIGN SERVICES
FOR THE DESIGN OF

**Water Main Replacement
Laurelhurst, Bodger, Granada, Gage, Lexington, Washington,
Nevada, Tyler, Shasta, and Emery
(CIP NO. 014)**

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ATTACHMENT A – n/a

ATTACHMENT B – Drawings/maps

EXHIBIT 1 – PROFESSIONAL SERVICES AGREEMENT SAMPLE

1.0 Overview

The City of El Monte Water Department provides water to the central business district and other areas to the northwest and southern portions of the City, which represents approximately 18.8% of the total land area of the City. The Water department services approximately 22,968 persons through 3,678 accounts which represent approximately 20.1% of the City's population. The remainder of the City is served by various other mutual water companies and publicly owned water companies.

All of the water supplied by the Water Enterprise to its customers is groundwater produced from the Main San Gabriel Groundwater Basin (the "Basin"). The Water Enterprise includes five active wells and one standby well, which are capable of pumping from 900 gallons per minute (GPM) to 3,000 GPM. The City's wells provide a combined pumping capacity of approximately 8,600 GPM (13,872 acre-feet of water per year). The City also has one standby well with capacity of 1,400 GPM (2,258 acre-feet of water per year).

The system uses sodium hypochlorite for disinfection, and three of the wells have granulated activated carbon filters. The Water Enterprise delivers potable water to its customers through a pressurized distribution system that includes a 1,000,000 gallon storage tank with three booster pumps, a 200,000 gallon elevated storage tank, and three emergency connections with neighboring water purveyors. The Water Enterprise currently includes over 40 miles of transmission and distribution pipelines ranging in size from one inch to sixteen inches in diameter.

Many of the pipelines being replaced in this project were installed in 1928 and 1929. The City of El Monte (the City) is soliciting proposals from qualified and experienced proposers to secure architectural and engineering design services for planning, analysis, preparation of plans, specifications, and cost estimates (PS&E) and related construction documents, and to provide construction administration services during the construction phase for the replacement of water mains.

2.0 Scope of Services

The City is seeking a qualified proposer to provide technical professional services related to the design of water mains, hydraulic modeling of the distribution system, and master planning. The proposer should have significant experience in hydraulic modeling, investigating alternatives, preparing plans, specifications, cost estimates and obtaining any required permits for these types of projects, including the California Environmental Quality Act (CEQA). This Project will complete the design and obtain approval of all plans, specifications, estimates, and permits from all applicable agencies. The City is in the design phase of a sewer replacement in Project Area 1. To reduce the impact on residents, the City is interested in combining the construction package in Area 1 to advertise, bid, and award a construction contract.

The following tasks are identified for the scope of services:

Task 1 – PLANNING

As the City is beginning an infrastructure upgrade program, several preliminary tasks will be required:

Hydraulic Model Analysis

1.1 Water Model Update. Using the City’s existing model data (H2ONET/ InfoWater). The purpose of the model update is to ensure that the model network reflects actual conveyance capacity of the existing pipelines, operational strategy, and to recommend standardized pipe sizes, run the following scenarios to include:

- 1.1.1 Current system with standardized pipe diameters. Model the system with changes in pipe size for future standardized pipe diameters (6” and 10” or 8” and 12”) scenarios.
- 1.1.2 Pipe standardization with start-up of wells 14, 15, and 16 and the Arden Treatment system and
- 1.1.3 With wells 14, 15, and 16 and the Arden Treatment system operational and inclusion of pipe size changes in Task 2
- 1.1.4 With planned projects and projected changes in demand at year 2025
- 1.1.5 With planned projects and projected changes in demand at year 2040
- 1.1.6 With changes to storage scenario. Using the updated hydraulic model, the consultant shall be responsible for determining the water demand, which will then be scaled up using the City’s 2017-18 production and/or billing data. The consultant will review the City’s 2010 Urban Water Management Plan, and current legislation in order to scale the demand to the year 2035.
- 1.1.7 One additional scenario

The modeling effort shall include the following:

- Obtain and analyze existing data on hourly water use for both maximum day conditions and winter low demand conditions. Data to be provided by the City from well SCADA.
- Update the existing hydraulic model to include current demand extended period simulation scenarios for maximum and minimum day conditions.
- Calibrate the hydraulic model to recent flow test data obtained from the City.
- Document the assumptions, analysis, and recommendations into a draft Technical Memorandum and finalize based on comments received.
- Upon completion of all tasks, the Consultant will provide a draft summary report detailing its findings and conclusions. After review by the City, the Consultant will make all necessary changes and submit the final report to the City in electronic format.

1.2 Update the 2010 Master Plan

Based upon the hydraulic model recommendations, recent legislation, and additional known replacement needs, update the Master Plan.

Task 2 - Design

Have a design kick-off meeting with the City to finalize the specifics of the design project. Perform Utility Research/Other Research and Coordination. Conduct required surveys/design surveys, field investigation, and prepare detailed base map for use in developing design plans to replace the water mains in Project Area 1 and Project Area 2. This requires review of the water mains through field exploration and drawings in Attachment B. The existing water mains will be replaced. The City is considering standardizing to either a 6-inch or 8-inch main in residential areas and is seeking a recommendation by the selected consultant. The existing mains will need to be removed or abandoned, these include:

- Project Area 1, Laurelhurst from Santa Anita to Grenada, 4" water main installed 1928,
- Project Area 1, Bodger from Santa Anita to Tyler, 6" water main installed 1928-9,
- Project Area 1, Grenada from Asher to Garvey, 6" water main installed in 1928,
- Project Area 1, Gage from Mildred to Garvey, 4" water main installed 1928,
- Project Area 1, Lexington from Garvey to Asher, 6" water main installed 1928,
- Project Area 1, Washington from Garvey to Bodger, 4" water main installed 1929,
- Project Area 1, Nevada from Garvey to Mildred, 4" water main installed 1929,
- Project Area 1, Tyler from Bodger to end of water main, approximately 500' south of Garvey, 6" installed in 1948 from end of main to Garvey and 6" installed in 1929 from Garvey to Bodger,
- Project Area 2, Shasta Place from Marsen St. to Emery 4" water main installed 1954, and
- Project Area 2, Emery St. from Shasta Place to Ranger, 4" water main installed 1954.



Figure 1: Project Area 1

The total length of pipe in Project Area 1 is approximately 11,200 feet

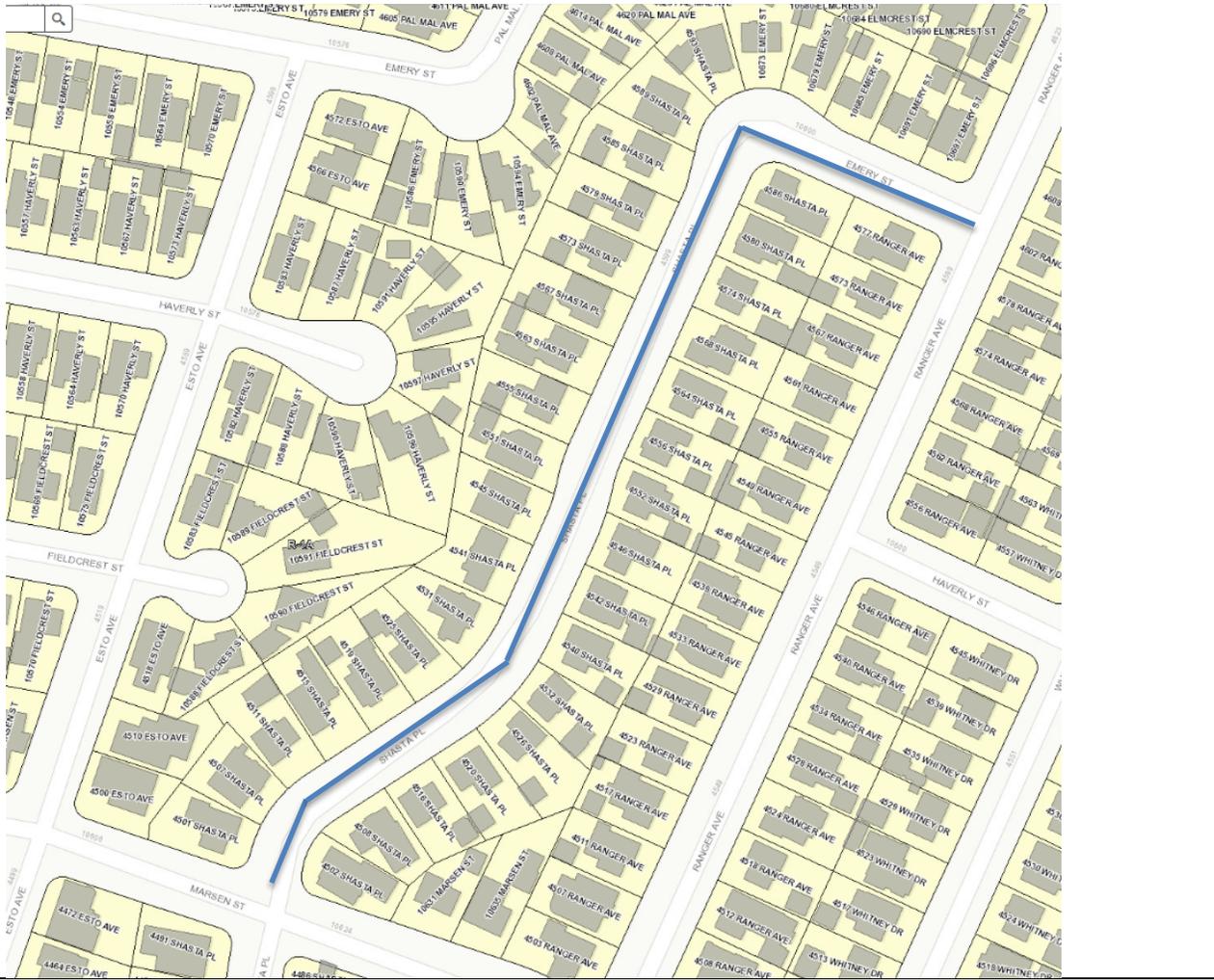


Figure 2: Project Area 2, Shasta-Emery Pipe Replacement Area
Approximate length in this area is 1,200 feet.

The project will also include replacement of fire hydrants, associated pipes, additional hydrants if current industry practice warrants, and additional valves to allow shutoff and isolation. Some streets are concrete and some asphalt. The consultant will need to verify (through records and/or field methods) if the asphalt streets have underlying concrete. This project will re-pave or resurface the streets. The City is designing a sewer replacement project in Project Area 1, and the water main replacement project will need to consider the new sewer placement.

In summary this task shall include the following services:

- 1) Meetings (number of meetings):
 - a. Kick-off with City (1)
 - b. Utility Companies (up to 4)
 - c. Community meetings (2)
 - d. City Staff (2)

- 2) Develop and maintain Project Schedule for Approval based on City approval process and grant restrictions, if applicable.
- 3) Research, Field Activity, Survey, and Base Map preparation.
- 4) Utility Identification and Outreach/Coordination. Identify all utility facilities within the Project through research and utility information requests as needed and coordinate with all utility companies affected by the Project. The Consultant will need to prepare all public notices required to access private property during field reconnaissance and also provide a right of entry letter to access those private properties, if applicable. The Consultant will need to identify impacts to all residences and businesses and present mitigation measures on the design improvement plans. This includes but is not limited to: service interruptions, property encroachments, access restrictions, potential damage to property, etc. The Consultant will need to prepare utility letters and project location exhibits, utility requests need to be on City letter head, to coordinate and identify existing utilities that will be impacted or cause impact by the proposed project. The Consultant will need to coordinate with the City to the maximum extent possible to route this information to utility companies. Any necessary utility relocation shall be processed and permitted with the appropriate agencies and utility companies. Investigate if paving is concrete below asphalt.

Design Services shall follow and include Schedule and Schedule Control covered under Section 3, Item 8. Additionally, the scope of professional services shall include coordination with all applicable regulatory agencies and outside utility companies if required for the design, execution and completion of this project.

- 5) Design Plans shall be submitted at the following stages of completion for City review and comment: 30%, 65%, 95%, 100% (Final). Allow 3 week minimum for each City review.

Task 3 – Project Specifications at 30%, 65%, 95%, and 100% submittal: Prepare specifications in conformance with the current Standard Specifications for Public Works Construction (Greenbook) and other applicable agency standard plans, specifications, and guidance documents in order to obtain plan approval. Provide the required permits, standards, and reference materials to be included in the City’s standard contract documents including proposed bid form. Every item of work must be fully covered including a measurement clause and a payment clause. The City has a project in design to replace the sewer pipes in Project Area 1 neighborhood. The consultant will assist the City in combining the project plans for the sewer and water projects in project area 1 and bid sheets.

Task 4 – Construction Estimate: Prepare an engineer’s construction estimate for the designed Project at the 65% submittal and 100% submittal. Cost estimates shall have quantities and unit

prices with back-up calculations for all quantities. The consultant shall verify current unit prices at time of final plan approval.

Task 5 – Permitting and Regulations: Develop and manage the approval process for all required permits and environmental documents. The consultant shall observe all laws, rules, and regulations concerning environmental permitting and the scope of professional services shall include all steps necessary in the project development and permitting process to fully entitle the project to move into the construction phase. Where possible, utilize analyses and materials prepared for the Sewer project in Project Area 1.

- 1) Document, design, and incorporate environmental requirements (i.e., CEQA documentation, etc.), mitigation measures, NPDES requirements (including adherence to MS4 LID requirements), BMPs, air/water quality, and erosion/sediment control into the Project construction documents as required. If practicable, community meetings may be combined with those in Task 2, Design.
- 2) Provide a signed check-off list certifying that all environmental clearances/permits have been completed and all mitigation measures have been incorporated into the PS&E prior to the advertisement of the project for construction.
- 3) Proposers shall incorporate the City of El Monte's Tree Protection and Preservation Ordinance, Chapter 14.03 of the El Monte Municipal Code (EMMC) as applicable. The deliverables provided to the City shall conform to those regulations to ensure a complete and conforming project. The consultant and its subconsultants shall comply with Public Works Greenbook and EMMC in the preparation of full, complete, and accurate PS&E.
- 4) Proposers shall incorporate all federal, state, and local laws, rules, and regulations concerning public works as applicable. The deliverables provided to the City shall conform to those regulations to ensure a complete and conforming project. The consultant and its subconsultants shall comply with Public Contract Code Section 10120 in the preparation of full, complete, and accurate PS&E.

Task 6 – Construction Support Services: Provide engineering services prior to, during, and following construction including:

- 1) Attend a pre-construction meeting and provide clarification of contract documents as needed.
- 2) Assist the City with Request for Information (RFI) responses. For the proposal purposes, assume twenty (20) RFIs.
- 3) Provide review of the Contractor's submittals for conformance with the contract documents.

- 4) Subsequent to completion of construction, the consultant shall provide Mylar plots of revised drawings incorporating all as-built revisions clouded and noted in the revision block using the Contractor's record red lines. The Project drawings should be stamped "Project Record Drawings". Transmit original Mylar Record Drawings and two CDs or flash drives containing all project drawings including AutoCAD files as well as PDF versions.

All data, documents, and other products used or developed during the project will become the property of the City.

3.0 Proposal Format

All proposals shall include the following information and comply with the associated page limit restrictions. Note that 1 page includes the front side of an 8.5x11 sheet of paper and the cover does not constitute a page.

- 1) Cover Letter. Maximum 1 page cover letter signed by an officer of the firm, binding the proposer to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the proposer and shall include the following Statement:
 - a. I HAVE READ UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.
- 2) Proposer's Background. Maximum 4 page background on the proposer and its area(s) of professional expertise relevant to this RFP. An additional 1 -page may be included to highlight the background of each proposed subconsultant to be used by the proposer and the specific task(s) or functions the subconsultant will perform.
- 3) Qualifications and Experience of Proposer's Personnel. Maximum 6 page summary of the relevant experience, work history, training, education and special certifications of the proposer's personnel who will be performing the professional services contemplated under this RFP on the proposer's behalf. Briefly discuss the Consultant team's qualifications and experience with projects of a similar magnitude and nature. Proposers shall provide identical information for all subconsultants' performing any of the tasks or services contemplated under this RFP on the proposer's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. However, stated experience must clearly indicate if it is the company's experience or personnel experience, and personnel experience must indicate team role in acquiring the experience. Show how your experience relates to the demands of this project.

- 4) Project Approach. Maximum 6 page summary of the proposed approach to designing this park improvement project. The proposer shall explain the way in which the proposer will timely complete all of the tasks called for under the RFP along with an estimate of the time it will take to complete each task. Include a brief overview of the Consultant's understanding of the project. The content will reflect the particular viewpoint of the Consultant.
- 5) Proposed Personnel. Maximum 2 page resume for the project manager and 1 page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated Project Manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.
- 6) Quality Assurance/Quality Control Procedures. Maximum 2 page brief description of the consultant's approach to implement a Project-specific Quality Control Plan. Describe the major elements and steps of the quality assurance / quality control (QA/QC) program and procedures that will be followed for each deliverable (i.e. engineering discipline review, coordination review, constructability review, QA/QC control review, etc.).
- 7) References. Maximum 2 pages. Each proposal must include at least 3 public agency references going back at not more than five (5) years from the issuance of this RFP in which the proposer was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by proposer for this project were deployed. The references should include the name, title and contact information of the public agency officer or employee responsible for overseeing the proposer's work.
- 8) Schedule and Schedule Control. Maximum 4 page schedule detailing when the specific Tasks will be completed. Proposers should factor in additional time that may be required due to reasonably foreseeable types of delays. The proposal shall identify all critical task sequencing and critical paths required to ensure that the work is timely and completely completed. The Consultant shall submit a detailed project schedule outlining the tasks, activities, deliverables, milestone and duration required for the completion and submission of each of the deliverables identified in the Scope of Services. The schedule shall also factor in reasonable review and feedback periods for draft deliverables by City staff as well as any and all legally mandated review and comment period, including those that may be required by third party regulatory agencies.
- 9) Fee Schedule/Cost Proposal. Maximum 3 page detailed cost estimate for performing specific Tasks identified in the RFP and a schedule of rates for each proposed personnel

that may be tasked to complete the Project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify an hourly rate schedule for the proposed staff. The proposal shall indicate the compensation structure for performing specific services identified in Tasks 1 through 6 (e.g. flat lump sum or hourly rate structure) for each Task. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses). To the extent that a proposal contemplates the use of subconsultants to perform any one or more of the above described tasks on the proposer's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Tasks 1 through 6, and during the term of the portion of the PSA or any extension term, the proposal shall clearly indicate when such increases will take effect and by how much.

- a. The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "Water main Replacement Laurelhurst, Bodger, Granada, Gage, Lexington, Washington, Nevada, Tyler, Shasta, and Emery (CIP No. 014)" and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside.

The City reserves the right to delete specific task(s).

4.0 Evaluation Criteria

Each proposal shall be evaluated on the basis of the proposer's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the project, cost, proposed schedule and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- 1)** Expertise, Experience & Training Plus Prior Contracting History (30%) – The expertise, experience and training of the proposer and its key personnel and previous experience with similar work in similar fields and qualifications and depth of the staff that will perform the work on this project. This factor includes evaluation of the proposer's prior contracting history, including the review of the proposer's certifications relating to false claims, debarment and civil litigation.
- 2)** Project Approach (40%) – The proposer's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's specific needs.
- 3)** Schedule (20%) – Proposal for completing the project in a timely manner, inclusive of the proposer's ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP.
- 4)** Compliance with RFP (10%) – The ability of the proposer to comply with all instructions set forth under this RFP as well as the proposer's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

5.0 Selection Process

A selection committee, comprised of City staff will review the proposals. Proposals will be ranked on qualifications and the selection committee may choose to interview several of the top ranked proposers. However, at its sole discretion the selection committee may dispense with interviews and select a proposer to perform the work.

6.0 Proposal Requirements

Proposals must be submitted using the following methods:

Three (3) printed copies of the proposal must be received prior to the Submission Deadline.

Proposals shall be submitted to the following address:

City of El Monte
Department of Public Works – Engineering Division
City Hall West
11333 Valley Boulevard
El Monte, CA 91731-3293

ATTN: Braden Yu, P.E.
Interim Public Works & Utilities Director

Subject: “RFP – Water Main Replacement Laurelhurst, Bodger, Granada, Gage, Lexington, Washington, Nevada, Tyler, Shasta, and Emery – CIP No. 014”

Proposals may be submitted via personal delivery, overnight courier (e.g., FedEx or UPS) or U.S. Mail. Proposals must be received by or before the Submission Deadline. Proposals that are deposited with an overnight courier or post marked prior to the Submission Deadline but received after the Submission Deadline will not be considered by the City.

Submitted proposals shall be maintained as confidential records of the City up to the Submission Deadline. Proposers may withdraw, modify and/or resubmit a proposal prior to the Submission Deadline but not after. Proposers shall be bound to the terms of their proposal following the Submission Deadline, however, the City, in its sole and absolute discretion, reserves the right to accept post deadline modifications if it is determined that such modifications are in the best interests of the City. The City also reserves the right to waive minor non-substantive informalities or allow the proposer to correct them.

- 1) Proposers shall be solely and exclusively responsible for all costs incurred in connection with the preparation and submission of the proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. The City is not liable for any costs incurred by a proposer in response to this RFP. Whether or not a proposer is awarded a contract pursuant to this RFP, no proposer shall be entitled to reimbursement for any costs or expenses associated with the proposer’s participation in this RFP process.
- 2) Late proposals will not be considered.
- 3) The City reserves the right to reject any and all proposals received as a result of this RFP. The City’s potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the lowest cost proposal. If a contract is awarded, it will be awarded to the proposer who in the judgment of the City has

presented an optimal balance of relevant experience, technical expertise, price, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal is best for the City.

- 4) The City reserves the right to cancel or modify this RFP. There is no guarantee that the City will award contract.
- 5) The City reserves the right to investigate the qualifications of any proposer under consideration including proposed subcontractors and parties otherwise related to the proposer and require confirmation of information furnished by a proposer, or require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this RFP.
- 6) Following the Submission Deadline, the City, pursuant to the California Public Records Act (Govt. Code Section 6250 et seq.) reserves the right to make copies of all submitted proposals available for inspection and copying by any interested member of the public, except to the limited extent the City determines that any information contained in a proposal is legally privileged under the California Public Records Act. By submission of a proposal, proposers acknowledge and agree that their proposal and any information contained therein may be disclosed by the City to interested members of the public, including other proposers.
- 7) The City reserves the right to approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members.
- 8) The City reserves the right to evaluate responses in terms of the best interests of the City, applying criteria provided in this RFP and any other criteria the City, in its sole discretion, deems pertinent.
- 9) By the submission of a proposal, each proposer accepts and agrees to execute a written Professional Services Agreement (PSA) in the form attached hereto as Exhibit 1. By submission of a proposal, each proposer agrees to execute a PSA with the City in the form attached hereto as Exhibit 1, inclusive of all stated terms and conditions relating to indemnification, required insurance and standard of care requirements. If a proposer is unable to agree to any of the terms or conditions of the PSA in the form attached hereto, the proposer must identify the provision(s) in question and provide an explanation as to why the proposer cannot comply with such provisions. If a proposer's objection to a certain provision of the PSA is merely a question of added cost, the proposer shall indicate in the proposal the difference in cost associated with complying with the provision(s) versus the cost associated with the City's waiver or modification of the provision(s). The City shall be under no obligation to make modifications to the PSA after a contract has been awarded and proposers shall be deemed to have incorporated all costs associated with compliance with the PSA into their proposal. A proposer's inability to comply with one or more provisions of the PSA shall be a factor

that will be considered by the City in determining which proposal will serve the best interest of the City when all other factors are taken into account.

- 10) All proposals must remain valid for a minimum period of ninety (90) calendar days after the Submission Deadline. Responses may not be modified or withdrawn by the proposer during this period of time except in accordance with this RFP and with written permission granted by the City.
- 11) All questions or requests for clarification shall be submitted via email to Carla Dillon at cdillon@elmonteca.gov by the REQUEST FOR INFORMATION DEADLINE. All questions received by this deadline will be addressed and posted on the City's website (www.ci.el-monte.ca.us) by the RELEASE OF INFORMATION REQUESTED DATE.
- 12) If it becomes necessary to revise any part of this RFP, an addendum will be posted on the City's website. It shall be the sole responsibility of the proposer to check for any addendums to the RFP that may be issued by the City.
- 13) It is presumed that each proposer has read and is thoroughly familiar with the scope of services to be performed under this RFP.
- 14) The proposer agrees that, if a contract is awarded to a proposer, the proposer shall make no claim against the City or any of the funding agencies because of any estimate or statement made by any employees, agents, or consultants of the City which may prove to be erroneous in any respect.
- 15) Proposers may withdraw their proposal prior to the Submission Deadline.



CITY OF EL MONTE

PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING OF JULY 29, 2020

ATTACHMENT 3

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR CIP 014, 005 & 038

PROJECT BUDGET

Project Activity	Requested
Professional Services Agreement	\$ 1,286,629
10% Contingency - Construction	\$ 128,663
TOTAL PROJECT BUDGET	\$ 1,415,292

Funding Source	Allocated Project Budget
Series 2018A Account No. 600-06-014-8221	\$ 440,791
Sewer Fund Account No. 650-67-005-8221	\$ 774,072
Measure M Account No. 225-67-038-8221	\$ 200,429
TOTAL FUNDING BUDGET	\$ 1,415,292