

# Request For Proposals

**REQUEST FOR PROPOSALS TO PROVIDE A HOUSING  
ELEMENT UPDATE, ALONG WITH SAFETY AND  
ENVIRONMENTAL JUSTICE ELEMENT, CREATION  
SERVICES**



**RFP Release Date: September 9, 2020  
RFP Response Due: 5:00 p.m. October 8, 2020**

## **I. PURPOSE & SERVICES DESCRIPTION**

The City of South El Monte (the “City”) invites qualified Respondents to submit proposals to provide consulting services for the update of the Housing Element, along with the creation of the Safety Element and Environmental Justice Element of the City’s General Plan. The City must update its Housing Element Update as mandated by State law for the 2021-2029 planning cycle, with completed certification by the State Department of Housing and Community Development (“HCD”) by no later than October 15, 2021.

Proposals for this project will be due by 5:00pm on October 8, 2020 and must include all requirements listed under “Scope of Services” and “Required Tasks.” To facilitate proposal development, a detailed project description is provided at the end of this announcement and City staff is available to respond to questions. This request for proposal contains additional information regarding the evaluation process, general terms and conditions, and the City’s template for professional services agreements under “Exhibit A”.

## **II. SCOPE OF SERVICES**

The ideal consultant or consultant team would work collaboratively with staff and community stakeholders to conduct a Housing Element update and Safety and Environmental Justice Element creation process that proactively engages the community, complies with all applicable laws and regulations, and results in a State certified Housing Element, Safety Element, and Environmental Justice Element which address the various needs of the City of South El Monte. It is expected that the consultant will:

- Be familiar with the State requirements and HCD guidance regarding the Housing Element, including, but not limited to, recent legal changes regarding the site inventory and fair housing.
- Be familiar with the State requirements and OPR guidance regarding the Safety Element update, including, but not limited to fire hazards and climate adaptation and resiliency strategies.
- Be familiar with the State requirements and OPR guidance regarding the Environmental Justice Element, including, but not limited to, recent legal changes regarding SB1000.
- Effectively utilize technical expertise related to housing.
- Actively engage a variety of community stakeholders and communicate ideas effectively in various forums.
- Use several platforms to engage different groups of residents and encourage public participation (including but not limited to the use of social media, technology, and in-person meetings).
- Promote and advertise public involvement and participation with a branded public outreach effort.
- Formulate realistic and creative solutions to address housing challenges in the community that comply with State law and fit into the City’s General Plan and Zoning Code framework.
- Ensure that the project remains on time and within the allocated budget.
- Appropriately integrate graphics/maps/infographics as part of a plan document.

- Use innovative graphics to communicate complex ideas and concepts effectively, during the outreach process and within the final products.

### **HOUSING ELEMENT**

The Housing Element will be updated to include the goals, policies, programs, strategies, and actions the City will undertake to facilitate the construction of new housing and preservation of existing housing to meet the needs of the population during the planning period (2021-2029) in all economic segments of the community. The implementation of SB 375 (2007) requires that the next Housing Element be certified by the State no later than October 15, 2021. The updated Housing Element must address the City's Regional Housing Needs Assessment (RHNA) allocation. Southern California Association of Governments (SCAG), in consultation with HCD, will develop the Draft 2020 RHNA Allocation Plan, including the City's allocation, separated into four income categories. SCAG anticipates that it will adopt the final RHNA allocation in October 2020. In accordance with State law, the Housing Element must include:

- a complete analysis of the specific housing needs and an inventory of the resources and constraints relevant to addressing the housing needs;
- an inventory of land suitable for residential development to meet the City's housing needs;
- identification and analysis of potential and actual governmental constraints;
- identification of specific programs to implement the policies and goals; and,
- other analysis, policies, and goals required to comply with applicable State law.

### **SAFETY ELEMENT**

Per Government Code Sections 65302 et seq., local jurisdictions must update the Safety Element related to fire hazards, climate adaptation, and resiliency strategies upon this revision of the Housing Element. The Safety Element must be reviewed and updated as necessary to address the risk of fire in state responsibility areas and very high fire hazard severity zones, taking into account specified considerations, including, among others, the most recent version of the Office of Planning and Research's "Fire Hazard Planning" document. This will also integrate the Local Hazard Mitigation Program. The City of South El Monte is using the Housing Element update process to ensure that the Safety Element of the General Plan complies with State regulations.

### **ENVIRONMENTAL JUSTICE**

**Per Government Code Sections 65302 et seq., local jurisdictions must create an Environmental Justice Element. An Environmental Justice Element should include objectives and policies to reduce the unique or compounded health risks in disadvantaged communities by means that include, but are not limited to, the reduction of pollution exposure, including the improvement of air quality, and the promotion of public facilities, food access, safe and sanitary homes, and physical activity. As part of the Housing Element update process, the City of South El Monte is including the Environmental Justice Element into the General Plan and ensure that it complies with State regulations.**

### **CEQA DOCUMENTS**

Prepare, post, and file all the appropriate environmental documents for compliance with the California Environmental Quality Act (CEQA), including the Initial Study, Notice of Intent to Adopt a (Mitigated) Negative Declaration or other CEQA determinations as applicable, Response to Comments, Mitigation

Measures, Mitigation Monitoring Program, and Notice of Completion to be filed with the Los Angeles County Clerk. In addition, the consultant will be responsible for preparing all notices and mailings for SB 18, AB 52 and SB 1000.

## **II. REQUIRED TASKS**

### **TASK 1. Project Administration**

#### **Task 1.1: Project Kick-Off Meeting**

Consultant will schedule a kick-off meeting with City staff to discuss project expectations regarding coordination, reporting, deliverables and all relevant project information. Consultant will prepare a meeting summary with project goals, objectives and action items.

Deliverable(s): Meeting Summary

#### **Task 1.2: Project Schedule Development**

Consultant will work with City staff to finalize a project schedule within ten (10) working days after the kick-off meeting that includes tasks and milestones for certification of the Housing Element by State HCD no later than October 15, 2021. The schedule shall:

- Identify project milestones (tasks) with time for staff review of work products throughout the project,
- Include public outreach timeline with public meetings and anticipated commission and council hearings,
- Include outreach in compliance with SB 18, AB 52 and SB1000 regulations,
- Include anticipated environmental review timeline, and
- Include timelines for response to State HCD review and State HCD certification of the Housing Element Update and City staff review times.

The project schedule will be confirmed and/or modified by the Consultant and submitted to the City Project Manager on or before the 30th day of each month during the course of the project. In the event project schedule delays are anticipated, consultant shall advise City Project Manager on strategies to correct and mitigate.

Deliverable(s): Initial Project Schedule, Monthly Updated Schedules

#### **Task 1.3: Project Coordination**

Consultant's Project Manager will meet with City staff for a minimum of ten (10) progress meetings over the course of the project to review status to ensure objectives and milestones are being achieved. At the City's discretion, these meetings may be conducted as a conference call or in person at the City offices. Consultant will prepare a meeting summary, including action items, for each meeting. Consultant will coordinate with staff to create and make presentations to City and/or stakeholders as necessary.

Deliverable(s): Meeting Summaries

#### **Task 1.4: Regional Housing Needs Assessment (RHNA) Support (As Needed)**

Consultant will assist City staff during the RHNA allocation process, if needed. This support will include developing a timeline for the RHNA review and appeal process (if necessary) and assisting the City throughout the RHNA allocation process.

## **TASK 2. Housing Element Amendment**

### **Task 2.1 Housing Element Review**

Review and evaluate the current Housing Element to determine the revisions that must be made to comply with current State law and HCD requirements and ensure certification of the completed Housing Element amendment. Identify all obsolete information, tables, exhibits and illustrations. Prepare an analysis of the City's progress towards meeting the identified goals, policies, and programs since the adoption of the current Housing Element in the previous cycle (2014-2021).

### **Task 2.2 Housing Element Assessment**

Complete a housing assessment and needs analysis pursuant to State housing law. The Consultant will obtain and analyze demographic, economic, infrastructure and housing data needed to complete this task.

### **Task 2.3 RHNA Sites Analysis**

Prepare an "adequate sites analysis" showing the relationship between the City's Regional Housing Need Assessment (RHNA) allocation, and the City's dwelling unit capacity, availability of potential housing sites based on zoning, infrastructure, and General Plan policies, requirements, and limitations. If needed, Consultant will also work with staff to identify potential zoning strategies to address need for additional housing unit capacity.

### **Task 2.4 Resource Identification**

Identify programmatic, physical, and financial housing resources available in the City. In addition, Consultant will identify governmental and nongovernmental constraints to housing production. This work will include review of existing city regulations, codes, and standards related to housing. Where constraints exist, the Consultant will propose strategies to address them.

### **Task 2.5 Housing Element Revisions**

Revise the Housing Element to ensure consistency with other General Plan elements, compliance with State law, and certification by October 2021.

### **Task 2.6 Housing Element Maps & Figures Update**

Revise maps and figures in the Housing Element and other elements of the General Plan to ensure consistency throughout the General Plan document.

## **TASK 3. Safety Element Creation**

### **Task 3.1 Review Safety Element Requirements**

Review the requirements for the Safety Element to determine what will need to be drafted to be in compliance with State law.

### **Task 3.2 Create Draft Safety Element**

The Consultant will be required to prepare a draft Safety Element for staff review and comment.

### **Task 3.3 Revise Draft Safety Element**

Work with staff to revise the draft Safety Element to ensure consistency with other General Plan elements and compliance with State law.

## **TASK 4. Environmental Justice Element Creation**

### **Task 4.1 Create Draft Environmental Justice Element**

Prepare an Environmental Justice Element that complies with the goals, policies, and objectives of State Law.

**Task 4.2 Provide Recommendations on Format**

Provide recommendations for the format of the Environmental Justice Element.

**Task 4.3 Revise Draft Environmental Justice Element**

Work with staff to ensure the Environment Justice Element is consist with other General Plan elements and planning documents and is in compliance with State law.

**TASK 5. Community Engagement and Public Hearings**

**Task 5.1 Prepare Outreach Programming**

Consultant will propose an appropriate community outreach program that meets State HCD standards and meaningfully engages a broad array of community interests in the Housing Element update process. Consultant is expected to prepare branded outreach materials for distribution and communication/advertising purposes. The community outreach program may include a focus group consisting of internal and external stakeholders that may meet once per month for the entire project schedule. The City expects that the public outreach and engagement will include at least five (5) public meetings/workshops throughout the update process in addition to the commission and council meetings outlined below. Consultant shall submit the outreach program to the City for review, comment, and approval within sixty (60) days of contract engagement.

**Task 5.2 Public Meetings**

Consultant will prepare or assist in the preparation of draft staff reports, exhibits, and presentations to Planning Commission and City Council. Consultant will also be prepared to attend, in total, a minimum of three (3) public hearings held by the Planning Commission and/or City Council.

Deliverable(s): “Community Outreach Program,” draft staff reports, and exhibits.

**TASK 6. Facilitation of Review and Approval of General Plan Amendments**

**Task 6.1 Ongoing Staff Review Draft of Housing Element Amendments, and Safety and Environmental Justice Element Drafts**

As work progresses, Consultant will provide drafts of each element section for review. Consultant is expected to coordinate with City staff to provide adequate time for review and discussion of revisions for each section.

Deliverable(s): Electronic drafts in Microsoft Word Format

**Task 6.2 First Draft of Housing Element Amendment, and Safety and Environmental Justice Element Draft**

Consultant will work with City staff to review comments/suggestions on previous versions. Consultant will incorporate revisions and prepare final drafts of the Housing, Safety, and Environmental Justice Elements using Microsoft Word, in the established City format, for public review and comment and will submit draft to HCD as required for review. This will include conducting the proper public outreach and notifying interested parties and agencies.

Deliverable(s): Ten (10) hard copies and one (1) electronic copy in both PDF and Microsoft Word Format of Draft Housing Element Amendment, and Safety and Environmental Justice Element

**Task 6.3 Final Draft of Housing, Safety, and Environmental Justice Elements**

Following public review and comment period, consultant will prepare Final Draft Housing, Safety, and Environmental Justice Elements in response to comments from State HCD, responsible agencies, City staff, the Planning Commission, City Council, and the public.

Deliverable(s): Ten (10) hard copies and one (1) electronic copy in both PDF and Microsoft Word Format, Ten (10) CD-ROM copies of Draft Housing, Safety, and Environmental Justice Elements

#### **Task 6.4 State Certification and City Adoption**

The Consultant will facilitate State review and certification of the Housing Element. Upon adoption of the Final Draft Housing, Safety, and Environmental Justice Elements by the City Council, the Consultant will prepare a final version of the documents for inclusion in the General Plan document.

#### **Task 6.5 Public Noticing**

The Consultant will prepare and carry out the appropriate public noticing and required consultations and notifications for General Plan Amendments per local and State regulations. Consultant shall coordinate with City staff to allow for adequate review and oversight of noticing materials and activities. In addition the Consultant is expected to carry out appropriate tribal noticing and consultation in accordance with statutory timelines.

### **TASK 7. Environmental Analysis**

#### **Task 7.1 Environmental Determination**

Consultant will conduct an initial environmental review of the project and complete an initial study checklist on the Housing, Safety, and Environmental Justice Elements in compliance with local requirements, California Environmental Quality Act (CEQA) requirements (Public Resources Code 21000 et. seq) and the State CEQA Guidelines (California Code of Regulations, Section 15000 et. seq). Please note: Since the level of environmental review has not yet been determined, the portion of the proposal responsive to Task 6 shall include two scopes of work: one for each of the potential levels of environmental review (Mitigated Negative Declaration or an Environmental Impact Report).

#### **Task 7.2 Draft of Environmental Analysis**

Consultant will prepare a draft environmental document in compliance with CEQA and submit for a minimum 30-day internal staff review period. After City staff provides comments on the draft document, Consultant shall update draft to incorporate comments and other technical analysis as needed.

Deliverable(s): Three (3) hard copies, one (1) electronic copy in both PDF and Microsoft Word Format, Ten (10) USB flash drive copies of Draft Environmental Analysis

#### **Task 7.3 Environmental Noticing, Outreach and Filing**

Consultant will conduct all required outreach, noticing and filing of notices and documents for the environmental review of the General Plan elements update. If necessary, consultant shall produce the Notice of Preparation (NOP) and Notice of Scoping meeting, subject to City staff review. This includes preparing notices and mailings for SB 18, AB 52 and SB1000 compliance, and completing response to comments. Consultant shall also be responsible for preparing materials for, presenting at, and attending public scoping meeting, if necessary.

Deliverable(s): One (1) hard copy and one (1) electronic copy in both PDF and Microsoft Word Format of the Notice of Preparation and Notice of Scoping

#### **Task 7.4 Final Draft of Environmental Analysis**

Consultant will coordinate with City staff to review and consider comments/suggestions received on previous version. After City staff provides comments on the draft document, Consultant shall update draft to incorporate comments and other technical analysis as needed (allowing for at least two rounds of review). Consultant will review public comments, incorporate revisions and prepare final draft of environmental document for public review and comment.

Deliverable(s): Twenty (20) hard copies, one (1) electronic copy in both PDF and Microsoft Word Format, Ten (10) USB flash drive copies of Final Draft Environmental Analysis

#### **Task 7.5 Adoption As needed**

Consultant shall prepare final findings of fact and statement of overriding considerations, and provide to City for review prior to distribution. Prepare and submit requiring filings with State agencies and County Recorder's Offices.

Deliverable(s): One (1) hard copy and one (1) electronic copy in both PDF and Microsoft Word Format of final findings of fact and statement of overriding considerations.

#### **BILLING METHOD**

The project budget shall be broken down into milestones to be completed. Billing method will be based on the completion of milestones, and have a "not-to-exceed" amount specified for each milestone in the budget. Additional work may be completed in addition to the work scope on a time plus materials basis. Billing will occur monthly, and invoices shall show movement towards each milestone and number of hours worked. Billing for each milestone shall not exceed the budget plus 10% contingency amount allocated for each milestone.

#### **TIMELINE**

The project will be managed by the Advanced Planning Team in the South El Monte Community Development Department. Staff from additional departments will also provide input throughout the process. The City anticipates that work will commence in November 2020.

### **III. SPECIFICATIONS FOR SUBMITTAL**

Respondents shall provide their understanding of the project, identify proposed team members, and explain the responsibilities of each team member, including who will be the project manager (if the project manager will be different for different tasks/phases of the project, please specify). Proposals should include enough detail to allow a thorough evaluation and comparative analysis of all members on the team.

For every member of the proposed team that is to work on the project, including any subconsultants or other experts that the team proposes to engage for the project, provide a statement of qualifications including, at a minimum, the following information organized into sections:

1. Format
  - Please submit one cover letter and eight (8) copies of the submittal packet formatted to standard letter-sized paper, and one electronic PDF copy (submitted via flash drive).
2. Work Proposal
  - Provide a detailed proposal for completing each milestone of the work as described, including the following:



- ♣ Synopsis of the project based on the description and your team's experience working on General Plan element updates, with the City of South El Monte or other cities in the Greater Los Angeles region or SCAG (Southern California Association of Governments) region.
  - ♣ Detailed step-by-step break down of tasks with responsible person, anticipated time to complete, cost estimates, and deliverables.
  - Estimated/proposed timeline for the entire project.
    - ♣ Provide a flow chart depicting overall project schedule, milestones, community meetings, commission hearings, and city council hearings.
  - Identify focus of each meeting, personnel who will be in attendance, and expected cost.
  - List and description of all final products.
3. Project Team
- Indicate whether the project team is a group of individuals or a firm(s).
  - Identify the key staff person responsible for general project management for each phase of the project.
  - Identify the key staff person responsible for management of the CEQA compliance functions.
    - All project team member names, resumes and professional titles including all professional credentials and degrees, names and addresses of institutions that granted the credentials and degrees and dates they were granted.
    - Describe the specific responsibility each team member will have to the project.
    - If respondent is a firm, describe how the firm is organized and how resources will be utilized for this project.
    - Describe current workload for each team member.
4. Experience on Similar Work
- Detail previous experience updating, amending General Plan elements (especially Housing Elements) or similar activities.
  - Detail previous experience preparing CEQA documentation, including but not limited to documentation for housing and safety element updates
  - Indicate how the team's experience relates to the Project Description.
5. Public Outreach
- Detail previous experience working with the public, commissioners, and decisionmakers. Describe examples of public outreach efforts used in past projects.
  - Provide an overview of the public outreach strategy to be utilized for this project, including outreach platforms and activities.
  - Provide, if available, examples of previous outreach campaigns for similar projects.
6. Work Product Examples
- Include as an appendix, relevant examples of completed work products for each member of the consultant team and all sub-consultants or other experts that the team intends to engage on this project. Work samples will be returned if requested.
    - ♣ Specifically, provide work samples related to the use of infographics and communication/outreach tools.
6. References

- List five public sector clients including three of the most recent and relevant and with whom similar, comparable services have been performed. Provide name, mailing address, and telephone number of the principal contact. If there are multiple firms included in the proposal, include five references for each firm.

- Provide a brief description of the service provided and the dates of the work provided.

7. Fee Schedule

- Please submit a schedule showing estimated costs for each milestone of the project, and hourly billing rates for all members of the team. This schedule shall include a 10% contingency billing amount of the overall cost for each milestone to accommodate any unanticipated activities or time necessary to achieve the milestone.

Please note: Any substitution of key personnel during the project shall require the prior approval of the City and submittal of the above information for the proposed new team members for City review.

Submit Proposals as follows: Firms wishing to be considered responsive to this RFP, must submit eight (8) hard copies, and one (1) electronic PDF copy (saved on a flash drive) of their proposal in a sealed envelope no later than Thursday, October 8, 2020; until 2:00 p.m. The envelope should be clearly marked as shown below:

RFP #

Proposal for Housing, Safety and Environmental Justice Element Update Services

Attention: Ian McAleese, Assistant Planner

C/o Office of the City Clerk

1415 Santa Anita Avenue

South El Monte, California 91733

Submit Questions to: IAN MCALEESE, ASSISTANT PLANNER

[imcaleese@soelmonte.org](mailto:imcaleese@soelmonte.org)

LATE OR INCOMPLETE SUBMITTALS WILL NOT BE ACCEPTED.

#### **IV. SELECTION AND EVALUATION PROCESS**

The City's review process will emphasize the following criteria:

- A. Demonstrated understanding and ability to complete the project;
- B. Background and experience of the project team, including individual team members and sub-consultants assigned to various tasks;
- C. Project management approach;
- D. Response to all components of RFP;
- E. Proven track record for completing similar projects on time and within budget; and
- F. Cost

Submittals will be evaluated by a review panel consisting of City staff. The City will provide the answers to any questions submitted by an interested party, pursuant to the schedule below, to all parties that have indicated interest in the RFP. After the closing date, the City will hold oral interviews and select a firm; after which a negotiated contract will be presented to the City Council for approval. Work will commence as soon as the contract is approved.

## **V. CORRECTIONS**

Corrections or revisions to the RFP and other documents prepared by the Consultant are anticipated and shall be considered part of the normal preparation process. No extension of time or fees shall be allowed for corrections as described herein.

## **VI. GENERAL INFORMATION**

The City of South El Monte shall not, in any event, be liable for any pre-contractual expenses incurred by the proposer. Pre-contractual expenses are defined as expenses incurred by the proposer in:

1. Preparing the response to this Request for Proposal.
2. Submitting the proposal to the City.
3. Negotiating with the City in any matter related to this proposal.
4. Any other expenses incurred by proposer prior to the date of the executed agreement.

The City of South El Monte reserves the right to reject any and all proposals. Further, the City makes no representations that any agreement will be awarded to any proposer responding to this RFP.

The City reserves the right to cancel the services at any phase or at any point in any phase and pay the Consultant only for costs of services satisfactorily performed and incurred to that date. All data, documents and other products used or developed during the course of facilitating the services will remain the property of the City.

### Contract between Consultant and City

The City will prepare a contract for implementation between the Consultant and the City. See Attachment A for a sample of the City's professional services contract. Please indicate in your proposal any exceptions taken to the requirements of the agreement.

### Late Proposals

It is the Consultant's sole responsibility to ensure that proposals are received at the City Clerk's office prior to the scheduled closing time specified in this RFP. Proposals will not be accepted after the deadline.

### Withdrawal of Proposals

Proposals may be withdrawn if written notification of withdrawal of the proposal is signed by an authorized representative of the proposer and received at the City office prior to the closing time for receipt of proposals. Proposals cannot be changed or withdrawn after the time designated for receipt.

### Rejection of Proposals

The City reserves the right to reject any and all proposals received in response to this RFP and to waive any informality in any proposal if it is determined to be in the best interest of the City to do so.

### Proposal Validity Period

Submission of a proposal will signify the proposer's agreement that the proposal, and contents thereof, are valid for ninety (90) days following the submission of the proposal.

### News Releases

News releases pertaining to the award of any contract resulting from this RFP shall not be made without prior approval of the City. The City's name and shield shall not appear on customer lists, advertising or other materials used to promote the Consultant's services without prior written approval of the City.

#### Closing

The City reserves the right to accept or reject any and all proposals, waive any defects or irregularity, modify the proposal terms or the selection process or negotiate a contract, along with a revised Scope of Work, schedule and fees with the Consultant. The City reserves the right to eliminate or add tasks identified in the Scope of Work with a corresponding reduction or increase in the fee. Staff shall present its recommendation to the City Council and is subject to its approval.

### **VII. INSURANCE REQUIREMENTS**

Refer to Article 5 (“Insurance”) of the Sample Professional Services Agreement included in this RFP as **Attachment A** for insurance requirements.

### **VIII. RIGHT TO REJECT ALL PROPOSALS**

The City reserves the right to reject any or all submitted qualifications, and no representation is made that any contract will be awarded pursuant to this Request for Proposals. All costs incurred in the preparation of the qualifications submittal (proposals) in the submission of additional information, and/or in any other aspect of a qualification’s submittal prior to the award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein, and will not be responsible for any other cost or obligation that may be incurred by the respondent. All items submitted to the City shall become the property of the City. The City Council has final authority in the selection of the Consultant. For further information contact Ian McAleese, Senior Planner at (626) 579-6540, ex 3201.

### **IX. CONSULTANT AGREEMENT**

A sample of the City’s Professional Services Agreement is provided in this RFP as **Attachment A**. Your proposal shall contain a statement of the firm’s willingness to execute the contract with an indication of any contractual requirements for which the Consultant takes exception.

**ATTACHMENTS TO FOLLOW**

Attachment A    PROFESSIONAL SERVICES CONTRACT TEMPLATE  
Attachment B    CLAIMS HISTORY



**ATTACHMENT A**

**CONTRACT SERVICES AGREEMENT**

**By and Between**

**CITY OF SOUTH EL MONTE**

**and**

**FIRM NAME**

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN THE CITY OF SOUTH EL MONTE AND  
CONSULTANT FIRM NAME**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 19<sup>th</sup> day of October 2020 by and between the City of South El Monte, a California municipal corporation (“City”) and (**Firm Name Here**) , (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

**RECITALS**

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of South El Monte Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

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

**ARTICLE 1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.**

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



standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

### **1.2 Consultant's Proposal.**

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

### **1.3 Compliance with Law.**

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

### **1.4 Licenses, Permits, Fees and Assessments.**

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

### **1.5 Familiarity with Work.**

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

### **1.6 Care of Work.**

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

### **1.7 Further Responsibilities of Parties.**

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

### **1.8 Additional Services.**

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

### **1.9 Special Requirements.**

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

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

### **2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed XXXX Dollars (\$XXXXXX) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

## **2.2 Method of Compensation.**

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

## **2.3 Reimbursable Expenses.**

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

## **2.4 Invoices.**

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

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

## **2.5 Waiver.**

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

## **ARTICLE 3. PERFORMANCE SCHEDULE**

### **3.1 Time of Essence.**

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

### **3.2 Schedule of Performance.**

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

### **3.3 Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

### **3.4 Term.**

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

## **ARTICLE 4. COORDINATION OF WORK**

### **4.1 Representatives and Personnel of Consultant.**

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

\_\_\_\_\_  
(Name)/ (Title)

\_\_\_\_\_  
(Name)/ (Title)

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

#### **4.2 Status of Consultant.**

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

#### **4.3 Contract Officer.**

The Contract Officer shall be or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### **4.4 Independent Consultant.**

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required

herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturers or a member of any joint enterprise with Consultant.

#### **4.5 Prohibition Against Subcontracting or Assignment.**

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

### **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

#### **5.1 Insurance Coverages.**

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any

policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

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

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

## **5.2 General Insurance Requirements.**

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an

assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in



the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

### **5.3 Indemnification.**

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

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

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of

Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

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

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records.**

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

### **6.2 Reports.**

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

### **6.3 Ownership of Documents.**

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

### **6.4 Confidentiality and Release of Information.**

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

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

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

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

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

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

### **7.2 Disputes; Default.**

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

### **7.3 Retention of Funds.**

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or

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

#### **7.4 Waiver.**

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

#### **7.5 Rights and Remedies are Cumulative.**

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

#### **7.6 Legal Action.**

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

#### **7.7 Termination Prior to Expiration of Term.**

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any

notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

#### **7.8 Termination for Default of Consultant.**

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

#### **7.9 Attorneys' Fees.**

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

### **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

#### **8.1 Non-liability of City Officers and Employees.**

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

#### **8.2 Conflict of Interest.**

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person

having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

### **8.3 Covenant Against Discrimination.**

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

### **8.4 Unauthorized Aliens.**

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

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1 Notices.**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of South El Monte, 1415 Santa Anita Avenue, South El Monte, California 91733 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

## **9.2 Interpretation.**

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

## **9.3 Counterparts.**

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

## **9.4 Integration; Amendment.**

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

## **9.5 Severability.**

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

## **9.6 Warranty & Representation of Non-Collusion.**

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



official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials \_\_\_\_\_

**9.7 Corporate Authority.**

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

**[SIGNATURES ON FOLLOWING PAGE]**

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

**CITY:**

CITY OF SOUTH EL MONTE, a municipal corporation

\_\_\_\_\_  
Gloria Olmos, Mayor

**ATTEST:**

\_\_\_\_\_  
Donna G. Schwartz, City Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Anthony R. Taylor, City Attorney

**CONSULTANT:**

**(FIRM NAME HERE)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2020 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

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

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

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



**EXHIBIT “A”**

**SCOPE OF SERVICES**

- I.** Consultant will perform the following Services:
  - Task 1:
  - Task 2:
  - Task 3:
  - Task 4:
  - Task 5:
  
- II.** As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
  
- III.** In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:
  
- IV.** All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
  
- V.** Consultant will utilize the following personnel to accomplish the Services:

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Boilerplate)**

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

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

TASK	RATE	TIME
A.		
B.		
C.		
D.		
E.		
F.		

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

**III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**

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

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.



- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. **The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**
- VI. **The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

**EXHIBIT "C-1"**

**(Billing Rates for all Personnel)**

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

**I. Consultant shall perform all services within ( Insert Time Frame ) after the City has provided Consultant with authorization to commence services:**

	<b>Tasks</b>	<b>Time Frame</b>
<b>A.</b>	<b>Task A</b>	_____
<b>B.</b>	<b>Task B</b>	_____
<b>C.</b>	<b>Task C</b>	_____
<b>D.</b>	<b>Task D</b>	
<b>E.</b>	<b>Task E</b>	

**II. Consultant shall deliver the following tangible work products to the City by the following dates.**

- A.**
- B.**
- C. Proposed**
- D. Final**

**III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

## **ATTACHMENT B**

### **CLAIMS HISTORY**

Each Consultant shall submit a summary of whether or not any of the following events have occurred within the past (10) years and, if so, a brief description of the circumstances involved (including, without limitation, the names of parties involved, current status and final disposition of the matter of dispute):

Failure to disclose any circumstances requested in the following paragraphs is grounds for disqualification.

- Failure by Consultant or any sub-consultant to enter into a contract to which it has received an award by a public entity.
- Forfeiture of a bid or proposal bond by proposer or any sub-consultant.
- Termination for default under a contract awarded by a public entity to Consultant or any sub-consultant.
- Debarment of Consultant or any sub-consultant by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification).
- The filing of a lawsuit or arbitration in which the Consultant or a sub-consultant was a defendant or cross-defendant at any time within the past ten (10) years that involved the performance of project, program, or construction management services and that involved an amount in controversy sought to be recovered from Consultant or the sub-consultant of more than \$100,000.00.
- Conviction of Consultant, a sub-consultant, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification).
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification).
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a sub-consultant.