

**RECEIVED**

**City of South Gate**

**Item No. 9**

APR 23 2020

**CITY COUNCIL**

CITY OF SOUTH GATE  
OFFICE OF THE CITY MANAGER

**AGENDA BILL**

1:10pm

For the Regular Meeting of: April 28, 2020

Originating Department: Public Works

Department Director:

  
Arturo Cervantes

City Manager:

  
Michael Flad

**SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 3068 WITH HARRIS & ASSOCIATES FOR ADDITIONAL DESIGN SERVICES TO ADD RECEPTACLES AND UP-LIGHTS TO THE GARFIELD AVENUE AND IMPERIAL HIGHWAY STREET IMPROVEMENTS, CITY PROJECT NO. 413-ST, FEDERAL PROJECT NO. STPL-5257(030)**

**PURPOSE:** Harris & Associates was awarded a professional services agreement (Contract No. 3068) to prepare design and construction documents for the Garfield Avenue and Imperial Highway Street Improvements (Project), City Project No. 413-ST. Amendment No. 2 was administratively approved to fund additional design services to add receptacles and to up-light trees on Garfield Avenue under the Project.

**RECOMMENDED ACTION:** Ratify approval of Amendment No. 2 to Contract No. 3068 with Harris & Associates to fund additional engineering design services to add receptacles and to up-light trees on Garfield Avenue, under the Garfield Avenue and Imperial Highway Street Improvements, City Project No. 413-ST, Federal Project No. STPL-5257(030), in an amount not to exceed \$12,034.

**FISCAL IMPACT:** There is no fiscal impact to the General Fund. The Project is budgeted in the Capital Improvement Program with \$1,960,000 in Proposition C Local Return Funds, \$100,000 in Water Funds, \$500,000 in SB-1, and \$2,278,821 in STPL Federal Funds, for a total of \$4,838,821. Amendment No. 2 is in the amount of \$12,034 and is budgeted in Account No. 311-790-31-9433. Contract No. 3068 is summarized below:

	<b>Account No. 311-790-31-9433</b>
Original Contract	\$207,290
Amendment No. 1	\$82,146
Amendment No. 2	\$12,034
<b>Revised Contract</b>	<b>\$301,470</b>

**ANALYSIS:** Design of the Project is substantially complete. A final review of the Project found that additional design features should be added to the Project to provide for brighter and safer streets, as well as for street beautification. In his administrative authority, the City Manager executed Amendment No. 2 to Contract No. 3068 to expedite design as the project was re-bid on April 23, 2020. Amendment No. 2 authorizes expanding the improvements to add receptacles and up-lights on Garfield

Avenue, to light the parkway and median trees under the Project. Plans will be developed and included in the bid set as a part of an addendum.

**BACKGROUND:** The Project meets the City Council's goal for "Continuing Infrastructure Improvements." The milestone identified in the 2020-2021 Work Program is to start construction.

Garfield Avenue and Imperial Highway are major arterial streets within the City. Both the Garfield Avenue and Imperial Highway roadway segments to be improved are experiencing heavy truck traffic. These aging corridors have deteriorated with time and are in need of rehabilitation. The primary issues to be addressed with the project are condition of the roadway pavement, sidewalk, curb and gutter, handicap ramps and driveway approaches. Most curb ramps are not compliant with the Americans with Disabilities Act (ADA) and some are constructed with decorative pavers. The following is a summary of the proposed Project improvements: (a) Pavement rehabilitation on Garfield Avenue from Jefferson Avenue to the south City limit and on Imperial Highway from the East to the West City limit, (b) Reconstruction of deficient sidewalk, curb and gutter, drive approaches, and decorative paver crosswalks within the project limits, and (c) ADA compliance.

On December 16, 2014, the City Council approved Contract No. 3068 with Harris & Associates, in the amount of \$207,290, for professional services which covered design services and preparation of the construction documents, preparation of funding documents required by Caltrans, environmental analysis and construction support services.

On September 13, 2016, the City Council approved Amendment No. 1 for additional design services to add parkway and storm water compliance features to the Project.

The Project was re-bid on April 23, 2020 thus construction is planned to begin this summer.

**ATTACHMENTS:**

- A. Amendment No. 2
- B. Amendment No. 1
- C. Contract No. 3068
- D. Location Map

KT:lc

**AMENDMENT NO. 2 TO CONTRACT NO. 3068  
FOR ADDITIONAL ENGINEERING DESIGN SERVICES ON THE GARFIELD  
AVENUE TREE UP-LIGHTING AND RECEPTACLES DESIGN PLAN BETWEEN  
THE CITY OF SOUTH GATE AND HARRIS & ASSOCIATES**

This Amendment No. 2 to Contract No. 3068 for additional Engineering Design Services on the Garfield Avenue Tree Up-Lighting and Receptacles Plan ("Amendment No. 2"), is made and entered into on April 14, 2020, by and between the City of South Gate ("City"), and Harris & Associates ("Engineer"). City and Engineer are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS:**

**WHEREAS**, on December 16, 2014, the City Council approved Contract No. 3068 with Harris & Associates ("Agreement") for Professional Services relating to the Garfield Avenue and Imperial Highway Street Improvements, City Project No. 413-ST, Federal Project No. STPL-5257(030) in the City of South Gate in an amount not to exceed \$207,290; and

**WHEREAS**, on September 13, 2016, the City Council approved Amendment No. 1 to the Agreement to provide additional design services, in an amount not to exceed \$82,146, under the terms and conditions of the Agreement; and

**WHEREAS**, City desires to expand the scope of work and fee as identified on the Engineer's Proposal attached hereto as Exhibit "A" and made part of this Amendment No. 2; and

**WHEREAS**, City and Engineer desire to execute Amendment No. 2 for additional Engineering Design Services for an amount not to exceed \$12,034, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to \$301,470.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. SCOPE OF WORK.**

Engineer shall expand its services to the City as identified in Exhibit "A".

**2. COMPENSATION.**

The amount of compensation paid by City to Engineer for the work identified in Exhibit "A" shall not exceed the sum of Twelve Thousand Thirty-Four Dollars (\$12,034).

**3. EFFECT OF AMENDMENT.**

Except as expressly amended herein, all other terms and conditions of the Agreement and its amendments, attachments, and exhibits thereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as City deems necessary.

**4. EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No. 2 shall become effective as of the date set forth below on which the last of the parties, whether City or Engineer, executes this Amendment No. 2.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers hereunto duly authorized.

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Michael Flad, City Manager

Dated: \_\_\_\_\_


**ATTEST:**

By: \_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:   
Raul F. Salinas, City Attorney

**HARRIS & ASSOCIATES:**

By:   
Randall Berry, Director, Engineering Services

Dated: April, 15, 2020



April 14, 2020

Kenneth Tang, P.E.  
Senior Civil Engineer  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

**Subject: Scope Amendment 2 – Garfield Avenue and Imperial Highway Improvements, City Project No. 413-ST, Federal Project No. HSIPL-5257(030)**

Dear Kenneth,

This letter will serve as an overview of the proposed scope amendments (Amendment #2) to the Garfield Avenue and Imperial Highway Improvements as requested by City staff. The proposed scope amendments and related fees are presented in the following Exhibit A. Rates shown in Exhibit A reflect amendment improvements not subject to federal funding. As indicated by City staff via email on April 10, 2020, the additional Hollydale Library improvements (landscape and drainage improvements) previously authorized (NTP letter dated May 24, 2018) and incorporated into the bid documents will be processed in a separate Amendment #3 at the time of awarding the bid to a contractor, anticipated in June, 2020.

We appreciate your thoughtful consideration of this request. We remain available at your convenience to answer any questions or to discuss any part of this amendment request. Please feel free to call me at (949) 655-3900, extension 2314.

Sincerely,  
**Harris & Associates**

Randall G. Berry, PE  
Director, Engineering Services

## Exhibit A:

NOTE: Tasks 1 - 9 were established in the original scope and fee proposal.  
Amendment Task 10: Imperial Highway Permanent Water Quality Installations  
Amendment Tasks 11A through 11H Garfield Avenue & Imperial Highway Parkway Enhancements

### Amendment Task 12: Garfield Avenue Up-lighting

City staff would like to take the opportunity to enhance the Garfield median and parkway trees with up-lighting and receptacles. The additional services relate to providing tree up-lighting plans including receptacles at each tree shown in the Landscape Planting Plan (LP-1), specifications, and estimates for the following locations:

- Garfield Ave (medians): 7 tree wells in a total distance of approximately 1,000 feet.
- Garfield Ave (west sidewalk/parkway): 19 tree wells in a total distance of approximately 1,100 feet.
- Garfield Ave (east sidewalk/parkway): 16 tree wells in a total distance of approximately 1,100 feet.

AGA will coordinate with Southern California Edison and the City of South Gate in submitting the necessary forms and applications to obtain the necessary electrical service feed points for the new tree lighting and receptacle systems. AGA will also coordinate with the City of South Gate to determine the type and model of up-lighting and receptacles to be used. We will prepare the necessary plan sheets to clearly show the new conduit and conductors required, new service pedestals, location of receptacles, and any equipment installation details required. A first submittal will be provided within 8 weeks from notice to proceed.

Item #	Task (Note: Sub-consultant fees include 10% Mark-up)	Fee
12	AGA – Lighting, Electrical and Power Design (\$10,940 before markup)	\$12,034



January 30, 2020

Mr. Chris Mielke, PE, QSD  
Harris & Associates  
22 Executive Park, Suite 200  
Irvine, California 92614

**RE: Garfield Avenue Tree Up-Lighting and Receptacles Design Plan – Additional Services**

Dear Mr. Mielke:

Pursuant to your request, Albert Grover & Associates, Inc. (AGA) is pleased to present to you this letter proposal to provide additional engineering design services relative to the City of Southgate Garfield Avenue & Imperial Highway street improvements.

The additional services relate to providing tree up-lighting plans including receptacles at each tree shown in the provided Landscape Planting Plan (LP-1), specifications, and estimates for the following locations:

- Garfield Ave (medians): 7 tree wells in a total distance of approximately 1,000 feet.
- Garfield Ave (west sidewalk/parkway): 19 tree wells in a total distance of approximately 1,100 feet.
- Garfield Ave (east sidewalk/parkway): 16 tree wells in a total distance of approximately 1,100 feet.

AGA will coordinate with Southern California Edison and the City of Southgate in submitting the necessary forms and applications to obtain the necessary electrical service feed points for the new tree lighting and receptacle systems. AGA will also coordinate with the City of Southgate to determine the type and model of up-lighting and receptacles to be used. We will prepare the necessary plan sheets to clearly show the new conduit and conductors required, new service pedestals, location of receptacles, and any equipment installation details required.

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Albert Grover & Associates, Inc.  
211 Imperial Highway, Suite 208, Fullerton, CA 92835  
(714) 992-2990 FAX (714) 992-2883 E-Mail: [aga@albertgrover.com](mailto:aga@albertgrover.com)

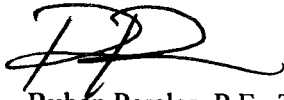
Mr. Chris Mielke  
January 30, 2020  
Page 2

AGA will perform these additional services for a total lump sum fee of **\$10,940**. A first submittal will be provided to Harris & Associates within 6-8 weeks from notice to proceed.

If you have any questions or need additional information, please contact us.

Respectfully submitted,

ALBERT GROVER & ASSOCIATES

A handwritten signature in black ink, appearing to read 'RP', with a stylized flourish extending from the end.

Rubén Perales, P.E., T.E.  
*Senior Design Engineer*



**AMENDMENT NO. 1  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
WITH HARRIS & ASSOCIATES**

**THIS AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES WITH HARRIS & ASSOCIATES**, ("Amendment No. 1"), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the CITY OF SOUTH GATE ("CITY"), on the one hand, and HARRIS & ASSOCIATES ("ENGINEER").

**RECITALS:**

**WHEREAS**, CITY and ENGINEER have previously executed that certain *Agreement for Professional Services* (Contract No. 3068) dated January 14, 2015 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$207,290; and

**WHEREAS**, CITY desires to expand the scope of work as shown on the ENGINEER's proposal being attached here as part of this Amendment No. 1 (Exhibit A); and

**WHEREAS**, ENGINEER had submitted a cost estimate as part of its proposal (Exhibit A); and

**WHEREAS**, CITY and ENGINEER desire to execute Amendment No. 1 covering said additional Professional Services for an amount not to exceed \$82,146 under the terms and conditions of the Agreement and Amendment No. 1 to said Agreement;

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **MODIFICATION OF ORIGINAL SCOPE OF WORK AND FEES TO BE PERFORMED BY ENGINEER.**
  - a. ENGINEER shall expand its scope of work, fees and services to CITY as shown in its proposal (Exhibit A). Said scope of work and fee proposal is made part of this Amendment No. 1.

2. **EFFECT OF AMENDMENT.**

Except as expressly amended herein, all other terms and conditions of the Agreement and its amendments, attachments, and exhibits thereto, shall remain in full force. CITY reserves the right to augment or reduce the scope of work as CITY deems necessary.

3. **EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No. 1 shall become effective as of the date set forth below on which the last of the parties, whether CITY or ENGINEER, executes this Amendment No. 1.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

**"CITY"**  
**CITY OF SOUTH GATE**

*W.H. DeWitt*

\_\_\_\_\_  
W.H. (Bill) De Witt, Mayor

Dated: 9-14-16

**ATTEST:**

*Carmen Avalos*

\_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**"ENGINEER"**  
**HARRIS & ASSOCIATES**

By: *Randall Boring*  
\_\_\_\_\_  
DIRECTOR, ENGINEERING

Dated: 9/26/16

**APPROVED AS TO FORM:**

*Raul F. Salinas*

\_\_\_\_\_  
Raul F. Salinas, City Attorney

## Exhibit A:

NOTE: Tasks 1 - 9 were established in the original scope and fee proposal.

**Amendment Task 10: Imperial Highway Permanent Water Quality Installations**

City staff would like to take the opportunity to add Permanent water quality BMP's (such as dry wells or Filtera units) upstream of six (6) existing catch basins along Imperial Hwy that have been identified as follows:

- 1) NE Imperial Hwy @ Amery Avenue
- 2) SW Imperial Hwy @ Beak Avenue
- 3) SW Imperial Hwy @ Cassina Avenue
- 4) NE Garfield Avenue @ Imperial Hwy\*
- 5) NW Garfield Avenue @ Imperial Hwy\*
- 6) NE Imperial Hwy @ Garfield Avenue\*

\*Note: The last three catch basins are less than 100' apart so one boring will suffice.

LOR Geotechnical will assist Harris & Associates on this task by performing four (4) deep borings (20' deep) and conducting "Falling Head Percolation" tests and providing recommendations for the dry well/Filtera units being considered.

Exclusions: No H&H study, specialty water quality/first flush/Filtera unit sizing calculations, Los Angeles County coordination/approvals or utility relocations are included. BMP sizing will be as directed by City staff.

The scope and relate fees are as follows:

Item #	Task (Note: Sub-consultant fees include 10% Mark-up)	Fee
10A	LOR Geotechnical – 4 borings, testing and recommendations along Imperial Hwy: (Project Geologist/Project Engineer 13hr x \$130/hr Staff Engineer 4hr x \$110/hr, , Technician 10hr x \$92/hr, Drafter 2hr x \$70/hr Clerical 3hr x \$60/hr, Mobile B61 Drill Rig and Crew 8hr X \$300/hr, Traffic control 1 day x \$1,800/day, temporary water meter connection 1 day x \$500/day) = \$8,070 (before 10% markup)	\$8,877
10B	Harris Field Check locations along Imperial: Needed to confirm no conflicts in the existing parkways where improvements are proposed and to update base mapping. (Sr. PM 4 hr x \$260.54/hr, PM 8 hr X \$181.93/hr, DE 8 hr X \$74.35/hr )	\$3,092
10C	Harris Modify PS&E Package: Update PS&E for permanent BMP's. (Sr. PM 16 hr x \$260.54/hr, PM 24 hr X \$181.93/hr, DE 24 hr X \$74.35/hr )	\$10,319
10D	Harris Project Management: Oversee LOR, coordinate with City staff, meet with City staff to discuss results and oversee revisions. (Sr. PM 6 hr x \$260.54/hr, PM 6 hr X \$181.93/hr)	\$2,654
<b>Total Fee for Task 10 =</b>		<b>\$24,942</b>

**Amendment Task 11: Garfield Avenue & Imperial Highway Parkway Enhancements**

City staff would like to take the opportunity to enhance the existing parkways along both Garfield Ave and Imperial Hwy, which have been identified as follows:

- A. **Imperial Hwy (full length):** Look for opportunities to add more parkway trees (non-irrigated tree wells).
- B. **Imperial Hwy (between Garfield Ave and Garfield Place):** Look for opportunities to add limited parkway landscaping (irrigated over-sized "tree wells"), in the middle portion of Imperial Hwy where there are no raised medians planned, utilizing a combination of drought tolerant plants, decomposed gravel and boulders consistent with the proposed raised median in Imperial Hwy (Incls W.M. & Power).
- C. **Imperial Hwy (full length) & Garfield Ave (between Century Blvd and Wilson Ave):** Street trees and other potential view obstructions in the parkway will require a sight distance evaluation from side streets and driveways. Look for and replace rusty street signs through both project limits.
- D. **Imperial Hwy (full length) & Garfield Ave (between Century Blvd and Wilson Ave):** Field Check Field Check locations along Garfield & Imperial: Needed to confirm no conflicts in the existing parkways where improvements are proposed.
- E. **Imperial Hwy (full length):** Similar to Firestone Corridor, look for opportunities to add / replace parkway trash receptacles, bike racks (at bus stops and fast-food locations), bus shelters (off the shelf/not custom), and edge-lit LED street signs on the traffic signal mast arms (three Signals).
- F. **Garfield Ave (between Century Blvd and Wilson Ave):** Similar to the Hollydale Village Specific Plan, look for opportunities to add / replace parkway street-furniture (tables/Chairs/benches), trash receptacles, bike racks (at bus stops and fast-food locations), bus shelters (off the shelf/not custom), bollards (per city direction), and edge-lit LED street signs on the traffic signal mast arms (two Signals).
- G. **Meetings:** Attend one kick-off meeting and one progress meeting (no community/workshop meeting).
- H. **PS&E:** Address these elements on the plans, specifications and estimate, utilizing additive alternate bid items and perform project management oversight of the team.

The related fees are as follows:

Item #	Task (Note: Sub-consultant fees include 10% Mark-up)	Fee
11A Thru 10H	Harris Civil Effort and Project Management (Sr. PM 24 hr x \$260.54/hr, PM 40 hr X \$181.93/hr, DE 40 hr X \$74.35/hr)	\$16,504
11A Thru 10H	BGB Group – Streetscape, Landscape and Irrigation Design (\$12,000 before markup for Imperial Hwy and \$15,000 before markup for Garfield Ave)	\$29,700
11B, 11E, 11F & 11H	AGA – Lighting Electrical and Power Design, includes edge-lit LED street signs and hardwired irrigation controller power (\$10,000 before markup)	\$11,000
<b>Total Fee for Amendment Task 11 =</b>		<b>\$57,204</b>

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the **City of South Gate** ("City"), and **Harris & Associates** ("Consultant") identified in Section 1 hereof.

**RECITALS**

WHEREAS, City desires to engage Consultant to perform certain technical and professional engineering services, as provided herein, in connection with that certain project identified as: **DESIGN SERVICES FOR GARFIELD AVENUE AND IMPERIAL HIGHWAY STREET IMPROVEMENTS, CITY PROJECT NO. 413-ST, FEDERAL PROJECT NO. STPL-5257(030);**

NOW, THEREFORE, the parties agree as follows:

1. Parties to the Agreement.

The parties to the Agreement are:

- A. Owner: The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.
- B. Consultant: Harris & Associates  
22 Executive Park, Ste 200  
Irvine, CA 92614

2. Representatives of the Parties and Service of Notices.

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

- A. The principal representative of the City shall be:

Arturo Cervantes, P.E.  
Director of Public Works/City Engineer  
Public Works Department  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

- B. The principal representative of the Consultant shall be:  
Ehab S. Gerges, PE  
Harris & Associates  
22 Executive Park, Ste 200  
Irvine, CA 92614  
Tel: 949.655.3900  
Fax: 949.655.3995  
Ehab.gerges@weareharris.com

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by mail.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

3. Description of Work.

City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services, as needed, set forth in the "Proposal" attached hereto as Exhibit "A." Consultant shall perform and complete, in a manner satisfactory to City, all work and services set forth in Exhibit "A." The Director of Public Works, or the Director of Public Works' designee, shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Director of Public Works.

4. Data Provided to Consultant.

City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession, which may facilitate the timely performance of the work described in Exhibit "A."

5. Independent Contractor.

Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City.

6. Consultant's Personnel.

A. All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

B. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.

C. Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

D. Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement to the extent resulting from their negligent or other wrongful conduct.

7. Compensation.

A. The total compensation to be paid by City to Consultant for as needed work and services described in Exhibits "A" shall be as submitted in the proposal for an amount not to exceed **\$207,290**. Consultant's fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof. Notwithstanding anything to the contrary in the proposal, invoices will be processed for payment and paid subject to approval by Director of Public Works and City Council within sixty (60) days from date of receipt by Director of Public Works. Travel expenses (time, mileage, etc.) to attend business meetings and/or any other business associated with as-needed services shall be waived and shall not be shown on the Consultant and sub-consultant's compensation submittal to the City.

8. Indemnity and Insurance.

A. Consultant agrees to indemnify, hold harmless and defend the City, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever incurred in or in any manner arising out of or related to Consultant's negligent acts, errors or omissions, or willful misconduct, or those of its employees or agents. Consultant will deliver to City a certificate of insurance evidencing professional liability insurance coverage in an amount not less than \$1,000,000.

B. (1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.

(a) Workers' Compensation and Employer's Liability

- Workers' Compensation-coverage as required by law.
- Employer's Liability-limits of at least \$1,000,000 per occurrence.
- (b) Comprehensive General Liability
- Combined Single Limit-\$1,000,000.

The automobile and comprehensive general liability policies may be combined in a single policy with a combined single limit of \$1,000,000. All of the Consultant's policies shall contain an endorsement providing that written notice shall be given to City at least thirty (30) calendar days prior cancellation of the policy, ten (10) days notice if cancellation is due to nonpayment of premium.

(2) Policies providing for bodily injury and property damage coverage shall contain the following:

(a) An endorsement extending coverage to City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of City, and any other insurance maintained by City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.

(b) "Severability of Interest" clause.

(c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Consultant under the Agreement, including without limitation that set forth in Section 10.A.

(3) Promptly on execution of this Agreement and prior to commencement of any work Consultant shall deliver to City certificates of insurance evidencing all required policies and endorsements to the required policies.

(4) The requirements as to the types and limits of insurance to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify Consultant's liabilities and obligations under this Agreement.

(5) Any policy or policies of insurance that Consultant elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.

9. Termination for Convenience.



The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

10. Termination for Cause.

A. The City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

(1) If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

(2) If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

B. In the event City terminates this Agreement in whole or in part as provided above in paragraph A of this Section 10, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

C. If this Agreement is terminated as provided above in paragraph A, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

D. If, after notice of termination of the Agreement under the provisions of this Section 10, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 9.

11. Non-Discrimination and Equal Employment Opportunity.

A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, handicap or age. Consultant will take affirmative action to ensure

that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, handicap or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection and on file with the Public Works Department.

12. Consultant's Warranties and Representations.

Consultant warrants and represents to City as follows:

A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.

B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

13. Subcontracting, Delegation and Assignment.

A. Consultant shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director of Public

Works; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:

(1) The amount involved, together with Consultant's analysis of such cost or price.

(2) A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of the City.

B. Any assignment, delegation or subcontract shall be made in the name of the Consultant and shall not bind or purport to bind the City and shall not release the Consultant from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Consultant under this Agreement.

14. Ownership of Documents.

All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by Consultant in the course of performing the work required by this Agreement shall, with the exception of any intellectual property rights contained therein, owned or created by Consultant prior to the effective date of this Agreement; and/or created outside the scope of this Agreement, be the property of the City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use. City's reuse of such materials on any project other than the project for which they were originally intended shall be at City's sole risk.

15. Entire Agreement and Amendments.

A. This Agreement supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

B. No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by Consultant hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

C. Consultant acknowledges and agrees that it has consulted with an attorney, or has knowingly foregone the opportunity to do so and executes this Agreement knowingly and

voluntarily.

16. Resolution of Disputes.

Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. In the event that the parties cannot reach agreement, parties agree to submit their dispute to non-binding arbitration prior to the commencement of any legal action or suit. The parties are free to choose a mutually agreeable arbitrator; however, in the event of a lack of agreement between the parties, the matter shall be submitted to the American Arbitration Association and be subject to its Commercial Arbitration Rules. Each party shall bear its own costs and fees, and share equally in the cost of the arbitration fee.

17. Severability

If any provision of this agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

18. Exhibits.

The following exhibit to which reference is made in this Agreement is deemed incorporated herein in their entirety:

Exhibit "A" Proposal dated November 4, 2014  
Exhibit "B" Fee Proposal dated November 24, 2014

19. Governing Law.

This Agreement shall be governed by the laws of the State of California.

20. Effective Date.

Unless otherwise specified herein, this Agreement shall become effective as of the date set forth on which the last of the parties, whether City or Consultant, executes said Agreement.

[Remainder of page left blank intentionally]

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE  
CITY OF SOUTH GATE AND HARRIS & ASSOCIATES**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

"CITY"  
CITY OF SOUTH GATE

*Henry C. Gonzalez*

By: \_\_\_\_\_  
Henry C. Gonzalez, Mayor

Dated: 1-14-15

ATTEST:

*Carmen Avalos*

\_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

APPROVED AS TO FORM:

*Raul F. Salinas*

\_\_\_\_\_  
Raul F. Salinas, City Attorney

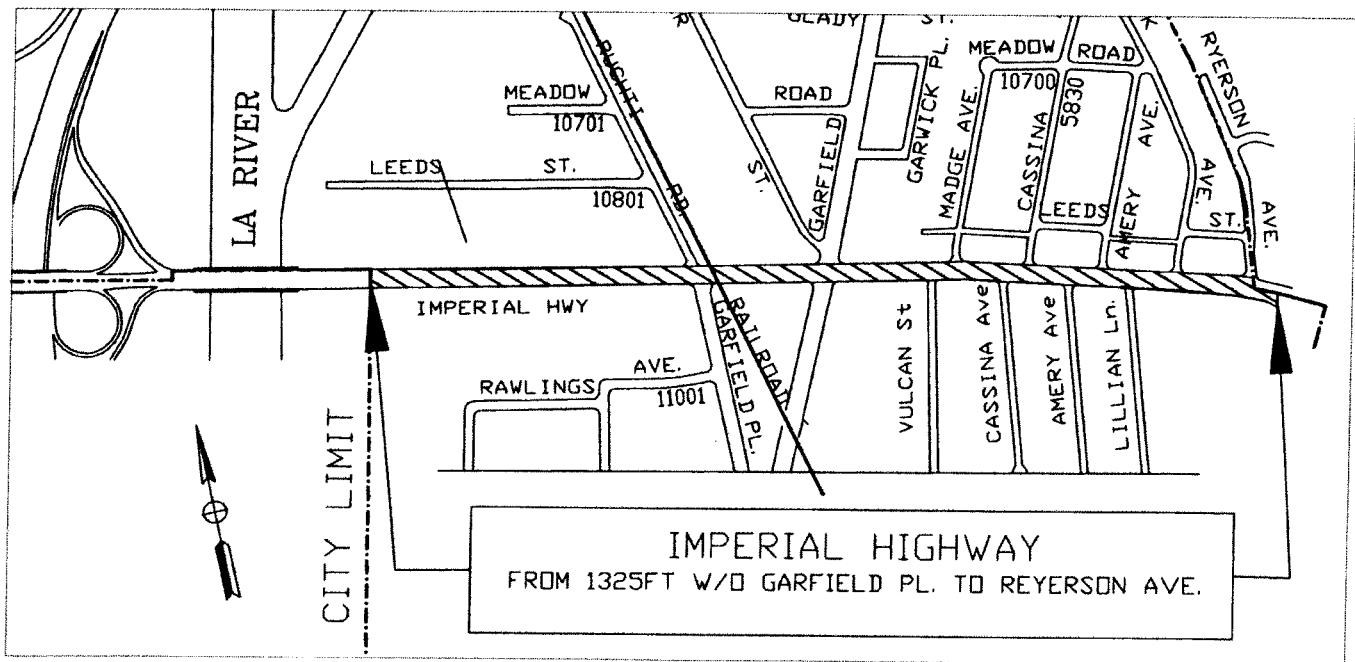
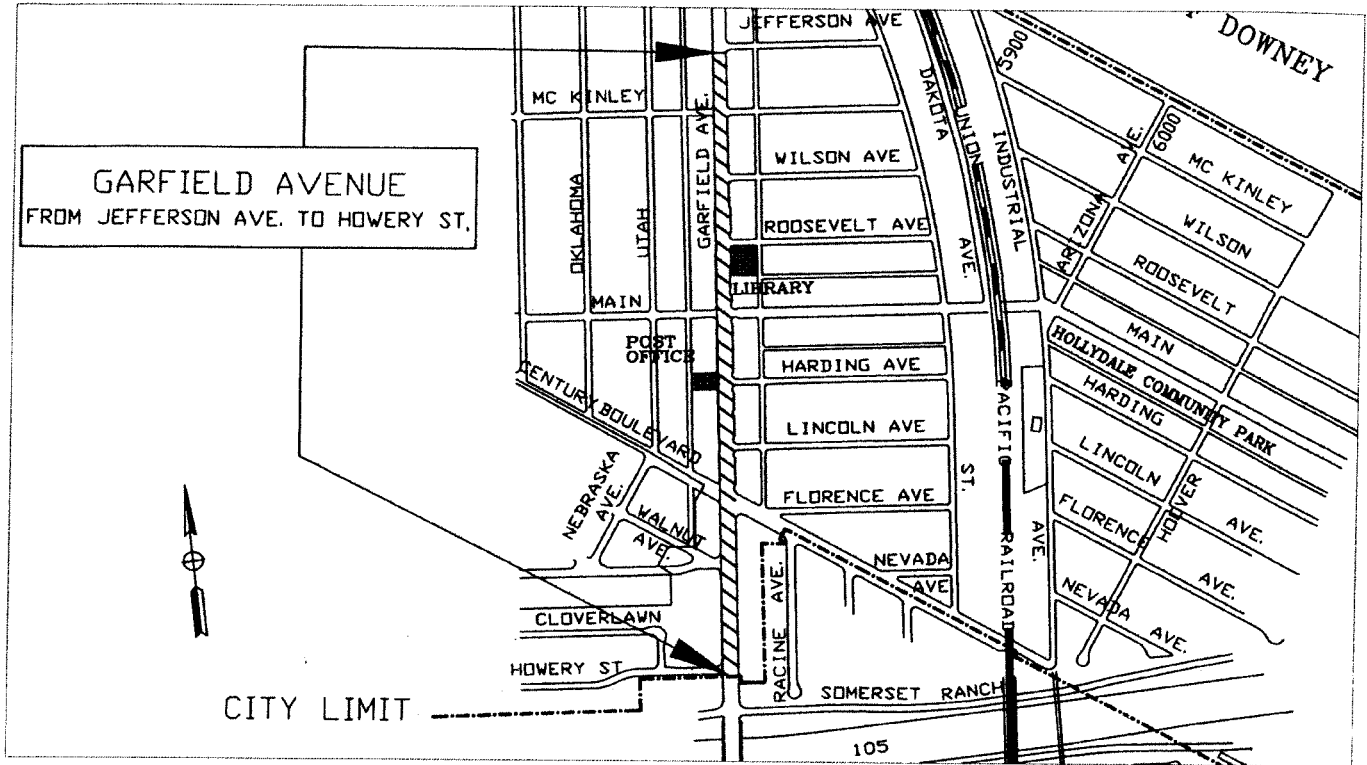
"CONSULTANT"  
HARRIS & ASSOCIATES

By: *Randall Berry*  
Signature

DIRECTOR, ENGNG SERVICES  
Title

Dated: 1/5/15

# CITY OF SOUTH GATE



LOCATION MAP