

RECEIVED

City of South Gate Item No. 8

CITY COUNCIL

JAN 19 2021

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

4:50pm

AGENDA BILL

For the Regular Meeting of: January 26, 2021

Originating Department: Public Works

Department Director:

[Signature]
Arturo Cervantes

Interim City Manager:

[Signature]
Chris Jeffers

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2020-23-AC WITH TRANSYSTEMS CORPORATION FOR DESIGN SUPPORT SERVICES FOR THE CONSTRUCTION OF RETAINING WALL NO. 945 AND SOUNDWALL NO. 949, CALTRANS CONTRACT NO. 07-298014, CITY PROJECT NO. 587-ST AND THE CONSTRUCTION OF SOUNDWALL NO. 935 AND NO. 937, CITY PROJECT NO. 547-ST (I-710 CORRIDOR SOUNDWALL PROJECT)

PURPOSE: The I-710 Corridor Soundwall Project is under construction. TranSystems Corporation (TranSystems) is under contract to provide design support services during construction. Amendment No. 1 is needed to continue services through the end of construction, which is scheduled for June 30, 2021.

RECOMMENDED ACTIONS: The City Council will:

- a. Approve Amendment No. 1 to Contract No. 2020-23-AC with TranSystems Corporation to provide additional design support services necessary to review shop drawing and submittals for the I-710 Corridor Soundwall Project, City Project No. 587-ST and 547-ST, in the amount not to exceed \$40,000; and
- b. Authorize the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. Amendment No. 1 is in the amount of \$40,000. It is fully funded by Measure R Funds, received from the Metropolitan Transportation Authority (Metro), in Account No. 311-790-31-9571.

ANALYSIS: On April 8, 2020, TranSystems was administratively awarded Contract No. 2020-23-AC in the amount of \$45,000 to provide design support services on the I-710 Corridor Soundwall Project. As the engineer of record, TranSystems' services include reviewing shop drawing and submittals, making minor design changes, attending construction progress meetings and providing design information to the construction management team. The contract budget was sufficient to provide seven months of services. Additional funding is needed to extend their services through the end of construction, which is scheduled for June 2021. The proposed \$40,000 budget is projected to be sufficient to provide services through June 30, 2021.

BACKGROUND: The I-710 Corridor Soundwall Project (Project) is under construction and a part of the Capital Improvement Program. The Project entails installing two soundwalls adjacent to the Thunderbird Villas Mobile Home Park. One will be installed on Frontage Road on the City's right-of-way, while the other will be installed on the I-710 Freeway embankment, on Caltrans right-of-way. The soundwall will serve as a barrier to reduce noise generated from vehicles traveling along the I-710 Freeway. Additional improvements include a pedestrian path, landscaping, irrigation and peripheral

improvements.

The implementation of the Project is a coordinated effort with Metro. Metro was the lead agency for its design phase. Metro awarded TranSystems a contract to prepare construction documents for the Project, at no cost to the City. The City is the lead agency for the construction phase. Metro awarded the City \$8,900,000 in Measure R Funds, from the I-710 Corridor Project's Early Action Program, to construct the Project.

Given their role as the Engineer of Record, the City awarded TranSystems Contract No. 2020-23-AC to provide design support services. Their initial \$45,000 is projected to be exhausted in January 2021. Additional services are necessary through the end of construction.

Amendment No. 1 is necessary to provide for the additional services. Services include reviewing shop drawing, reviewing contractor submittals and substitutions, making minor design changes as-needed, attending construction progress meetings and other as requested by the Resident Engineer.

Contract No. 2020-23-AC provides services from March 30, 2020 to October 29, 2021.

Construction of the Project is well under way. Work completed to date includes but is not limited to removals, grading, foundations, retaining walls, portions of the soundwalls, water main improvements, curbs and gutters, and cross gutters. Construction of the Project is planned for completion in June 2021.

ATTACHMENTS: A. Proposed Amendment No. 1 with Scope of Work and Fee Proposal
 B. Contract No. 2020-23-AC

ES:lc

**AMENDMENT NO. 1 TO CONTRACT NO. 2020-23-AC
FOR ADDITIONAL DESIGN SUPPORT SERVICES FOR THE
I-710 CORRIDOR SOUNDWALL PROJECT BETWEEN
THE CITY OF SOUTH GATE AND TRANSYSTEMS COROPORATION**

This Amendment No. 1 to Contract No. 2020-23-AC for additional Design Support Services for the I-710 Corridor Soundwall Project (“Amendment No. 1”), is made and entered into on January 26, 2021, by and between the City of South Gate, a municipal corporation (“City”), and TranSystems Corporation, a California corporation, License No. C2623105 (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, on April 8, 2020, the City approved Contract No. 2020-AC with Contractor (“Agreement”) for shop drawing and submittal review for the I-710 Corridor Soundwall Project (“Soundwall Project”), from March 30, 2020 through and including October 29, 2021, in the amount of Forty Five Thousand Dollars (\$45,000);

WHEREAS, the construction of the Soundwall Project is underway and additional compensation is required to continue providing services through the end of construction, which is scheduled for June 30, 2021;

WHEREAS, the City Council and Contractor therefore desire to execute Amendment No. 1 to the Agreement to increase the compensation payable to the Contractor in an amount not to exceed Forty Thousand Dollars (\$40,000), for services identified in Exhibit “A” attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Eighty Five Thousand Dollars (\$85,000).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- a. SCOPE OF WORK.** The Scope of Work to be performed by Contractor for the duration of the term of the Agreement shall be limited to that set forth in Exhibit “A.”
- b. COMPENSATION.** The additional compensation paid by City to Contractor for the work identified in Exhibit “A” shall not exceed **Forty Thousand Dollars (\$40,000)**. The total sum of the Agreement and Amendment No.1 shall not exceed Eighty Five Thousand Dollars (\$85,000).

- 2. EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its original amendments, attachments and

exhibits attached hereto, shall remain in full force and effect. The City reserves the right to augment or reduce the scope of work as City deems necessary.

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 OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

TRANSYSTEMS CORPORATION:

By: _____
Ayman Salama, Ph.D., P.E.
Principal – Senior Vice President

Dated: _____

Exhibit "A"



December 8, 2020

Elias Saikaly
Project Manager
City of South Gate
Public Works Department 8650
California Avenue South
Gate, CA 90280

TranSystems

6 Hutton Centre
Suite 1250
Santa Ana, CA 92707
Tel 714 662 3020
Fax 714 242 9642

www.transystems.com

Subject: City of South Gate Amendment to Extend
Shop Drawing and Submittal Review Agreement

Dear Elias,

Please find below the TranSystems scope and fee proposal for the shop drawing and submittal review for the I-710 Corridor Project Sound Walls Package 1.

Scope: Shop Drawing and Submittal Review

TranSystems shall continue to review shop drawings and requested submittals according to the established schedules and time periods for an **additional 6 month duration**. The review of shop drawings shall include retaining wall working drawing submittals, construction contractor's submittals for substitutions, construction contractor's alternative construction approval, and others as requested by the Resident Engineer. The shop drawing scope assumes one review of each submittal and one back check of resubmittals. Incomplete submittals shall not be accepted for initial reviews. Multiple reviews of resubmittals that do not adequately address the initial review comments are not included. The fee does include time for the review of any Value Engineering Change Proposal (VECP) that may be proposed by the contractor.

Fee: Not to exceed \$40,000 assuming time and materials based on the hourly rates below:

Staff Member	Loaded Hourly Rate	Type of Service Provided
Joe Sawtelle	\$ 344.34	Roadway Leader
Carl Sosa	\$ 234.06	Senior Roadway Engineer
Andre Issa	\$ 200.34	Senior Structural Engineer
Triet Dang	\$ 186.36	Roadway Engineer
Jaime Garcia	\$ 115.44	Structural Engineer

Sincerely,

Ayman Salama, PhD, PE
Principal/ Senior Vice President

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 **Transsystems Corporation, a California Corporation ("Consultant")** identified in Section 1 hereof.

RECITALS

WHEREAS, Owner desires to engage Consultant to perform certain technical and professional engineering services, as provided herein, in connection with that certain project identified as:

THE CONSTRUCTION OF RETAINING WALL NO. 945 AND SOUNDWALL NO. 949 ALONG THE WEST FRONTAGE ROAD FROM MILLER WAY TO SOUTHERN AVENUE, CALTRANS CONTRACT 07-298014; CITY PROJECT NO. 587-ST, AND CONSTRUCTION OF SOUNDWALL NO. 935 AND NO. 937 ALONG THE WEST FRONTAGE ROAD FROM MILLER WAY TO SOUTHERN AVENUE, CITY PROJECT NO. 547-ST

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement.**

The parties to the Agreement are:

Owner:

The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.

Consultant:

Transsystems Corporation
6 Hutton Center Drive, Suite 1250
Santa Ana CA, 92707
Tel. (714) 662-3020

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 of South Gate shall be:

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

- B. The principal representative of the Consultant shall be:

Ayman Salama, P.E., Principal
6 Hutton Centre Drive, Suite 1250
Santa Ana, CA 92707
Tel. (714)-662-3020

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing, via email, FedEx and other overnight carriers 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 set forth in the proposal attached hereto as Exhibit "A". Consultant shall perform and complete the work in accordance with the care and skill that is appropriate for professionals practicing under similar conditions at the same time and locality of the work hereunder in a manner satisfactory to City for all work and services set forth in Exhibit "A". The Assistant City Manager/Director of Public Works, or the Assistant City Manager/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 Assistant City Manager/Director of Public Works.

4. Commencement and Completion of Work.

The execution of this Agreement by the parties does not constitute an authorization to proceed. The services of Consultant shall commence when the City, acting by and through its Assistant City Manager/Director of Public Works, has issued a Notice to Proceed based upon a proposal for as needed services for such project, program, or activity. The work described in Exhibit "A" shall be completed within the time schedule noted in each proposal for such work, exclusive of any review periods required by City and any extensions approved pursuant to Section 5 below. Consultant shall have no claim for compensation for any additional services or work, which has not been preauthorized in writing by the Assistant City Manager/Director of Public Works. The term to provide professional services is from **March 30, 2020, to October 29, 2021.**

5. Extension of Time for Completion of Work.

A. If, at any time, the work is delayed due to suspension order by the City, or due to any other cause which, in the reasonable opinion of the City is unforeseeable and beyond the control and not attributable to the fault or negligence of Consultant, then Consultant shall be entitled to an extension of time equal to said delay, subject to the City's right to terminate this Agreement pursuant to Section 11.

B. Consultant shall submit to the Assistant City Manager/Director of Public Works a written request for an extension of time within ten (10) days after the commencement of such delay, citing the reason for such delay. Failure to submit the written request within such time period shall constitute a waiver of the right to request and extension. The Assistant City Manager/Director of Public Works shall, in his sole discretion, determine whether and to what extent any extensions of time shall be permitted. If the Assistant City Manager/Director of Public Works approves such request, he shall do so in writing.

C. No extension of time requested or granted hereunder shall entitle Consultant to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event, the City shall in good faith consider any request for additional compensation submitted by Consultant.

6. Data Provided to Consultant.

City shall provide to Consultant, without charge, and Consultant may reasonably rely on 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".

7. 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.

8. 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, however, a City of South Gate business license may not be 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 and/or its employee, independent contractors, agents, or representatives in connection with the work performed arising from this Agreement for any claims or damages to third persons or property, to the extent resulting from their negligent or other wrongful conduct that is not within Consultant's standard of care in accordance with California Civil Code Section 2782.8.

E. Consultant shall utilize the project team shown on the "Project Organization Chart" which is a part of Exhibit "A." Substituting team members shall not be permitted without written consent of the Assistant City Manager/Director of Public Works.

9. Compensation.

A. The Consultant will be reimbursed for hours worked at hourly rates specified in the Consultant's Cost Proposal, (see Exhibit "A" Proposal and Fee Proposal attached to this Agreement). The specified hourly rates shall include direct salary costs, employee benefits, wages, employer payments, overhead and fee. These rates are not adjustable for the performance period set forth in this Agreement. In addition, the Consultant will be reimbursed for direct costs, other than salary costs, that are identified in the Consultant Cost Proposal which is a part of Exhibit "A" attached to this Agreement. 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 compensation submittal to the City. The total compensation to be paid by City to Consultant for all work and services described in Exhibit "A" shall not exceed **Forty Five Thousand Dollars and Zero Cents, (\$45,000)**.

B. On or before the fifth day of each calendar month following commencement of the work, Consultant may cause to be made and submitted to City a written estimate of the value of all work completed up to the first day of the month in which the estimate is made. In reviewing and approving such estimate, the City may consider, in addition to other facts and circumstances, the relationship of the work completed to the work remaining to be done. Within thirty (30) days after approval of Consultant's estimate, City shall pay to Consultant the balance of such estimated value after deducting there from all prior payments and all sums to be retained as partial security under the terms of this Agreement.

C. Upon satisfactory completion of each phase of work and services described in Exhibit "A", and City's approval thereof, City shall pay to Consultant the total amount due for each increment or phase of the work.

D. No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

E. The Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost.

F. The Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

G. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by contractor to State.

H. Any subcontract in excess of \$25,000, entered into by Contractor in connection with this Agreement shall contain all the provisions of this article.

10. Indemnity and Insurance.

A. In accordance with California Civil Code 2782.8, Consultant agrees to indemnify and hold harmless 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 and/or its employees, independent contractors, agents, or representatives negligent or wrongful acts, errors or omissions. Consultant will deliver to City a certificate of insurance evidencing professional liability insurance coverage in an amount not less than \$1,000,000.

B. In addition to paragraph A, above,

(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 to, 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 copies of 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.

11. 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 actual 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.

12. 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 12, 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, at its election, 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 12, 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 11.

E. The Consultant shall have no right to terminate this Agreement due to the City's failure to perform its obligations required by this Agreement. Pending resolution of any claim of such failure asserted by Consultant, Consultant agrees to continue to perform its services hereunder to completion, and agrees that Consultant will neither (i) rescind this Agreement, (ii) stop, withhold or delay performance of those services, or (iii) otherwise delay progress of any work related to City Project Nos. 547-ST and 587-ST identified in the Recital paragraphs of this Agreement. Consultant's sole remedy shall be to submit the controversy to the dispute resolution procedures set forth in Section 18 of this Agreement and, if such procedures do not resolve the dispute and if any decisions rendered thereby are appealable to a court of law, to submit the dispute for determination by a court of the State of California in Los Angeles County having competent jurisdiction of the dispute, after those Projects have been completed, and not before.

13. 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.

14. 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, non-contractual, 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.

15. 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 City; 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.

16. Ownership of Documents.

All plans, specifications, reports, studies, tracings, maps and other documents prepared by Consultant in the course of performing the work required by this Agreement shall be the property of the City. Basic survey notes, sketches, charts, computations and similar data prepared 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, which is the subject of this Agreement, shall be at City's sole risk.

17. 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.

18. 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. The arbitrator's decision must be supported by law and substantial evidence.

19. 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.

20. Exhibits.

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

Exhibit "A" Proposal and Fee Proposal dated January 14, 2020

21. Governing Law.

This Agreement shall be governed by the laws of the State of California. Venue shall be within the County of Los Angeles.

22. 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.

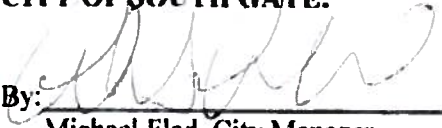
23. Retention of Records/Audits.

The Consultant, Subconsultants and the City shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited, and the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The City, State, State Auditor, FHWA, or any duly authorized representative of the federal government having jurisdiction under federal laws or regulations (including the basis of federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant pertaining to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY AND TRANSYSTEMS

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

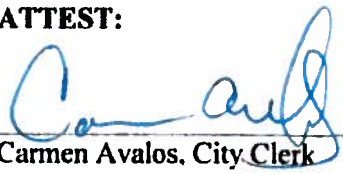
CITY OF SOUTH GATE:

By: 
Michael Flad, City Manager

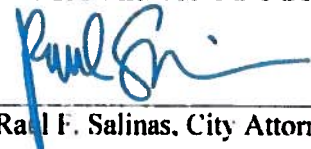


Dated: 4-8-20

ATTEST:


Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:


Raul F. Salinas, City Attorney

TRANSYSTEMS CORPORATION:

By: 
Ayman Salama, Ph.D., P.E.

Principal - Senior Vice President
Title

Dated: April 02, 2020

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY AND TRANSYSTEMS

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

CITY OF SOUTH GATE:

By: 
Michael Flad, City Manager 

Dated: 4-8-20

ATTEST:

Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

TRANSYSTEMS CORPORATION:

By: 
Ayman Salama, Ph.D., P.E.

Principal – Senior Vice President
Title

Dated: April 02, 2020

Exhibit "A"

Proposal and Fee Proposal



TranSystems

6 Hutton Centre
Suite 1250
Santa Ana, CA 92707
Tel 714 662 3020
Fax 714 242 9642

www.transystems.com

January 14, 2020

Elias Saikaly
Project Manager
City of South Gate
Public Works Department
8650 California Avenue
South Gate, CA 90280

Subject: City of South Gate Shop Drawing and Submittal Review Scope and Fee

Dear Elias,

Please find below the TranSystems scope and fee proposal for the shop drawing and submittal review for the I-710 Corridor Project Sound Walls Package 1.

Scope: Shop Drawing and Submittal Review

TranSystems shall review shop drawings and requested submittals according to the established schedules and time periods. The review of shop drawings shall include retaining wall working drawing submittals, construction contractor's submittals for substitutions, construction contractor's alternative construction approval, and others as requested by the Resident Engineer. The shop drawing scope assumes one review of each submittal and one back check of resubmittals. Incomplete submittals shall not be accepted for initial reviews. Multiple reviews of resubmittals that do not adequately address the initial review comments are not included. The fee does include time for the review of any Value Engineering Change Proposal (VECP) that may be proposed by the contractor.

Fee: Not to exceed \$45,000 assuming time and materials based on the hourly rates below:

Staff Member	Loaded Hourly Rate	Type of Service Provided
Joe Sawtelle	\$ 344.34	Roadway Leader
Carl Sosa	\$ 234.06	Senior Roadway Engineer
Andre Issa	\$ 200.34	Senior Structural Engineer
Triet Dang	\$ 186.36	Roadway Engineer
Jaime Garcia	\$ 115.44	Structural Engineer
Nahro Saoud	\$ 289.38	Construction Leader

Sincerely,

Ayman Salama, PhD, PE
Principal / Senior Vice President