October 11, 2018

SUBJECT: REQUEST FOR PROPOSAL (RFP) FOR CONSTRUCTION MANAGEMENT SERVICES FOR PIO PICO PARK IMPROVEMENTS (CIP NO. 21349)

Dear Responding Consultant:

The City of Pico Rivera is soliciting proposals from qualified Consultants that can successfully provide contract administration, construction management and inspection, utility coordination, labor compliance, material testing, and project close out services for the for the Pio Pico Park Improvements Project, CIP NO. 21349. Plans, specifications, and estimates are available at City Hall for review.

The project is funded with Community Development Block Grant (CDBG) funds and the services requested shall adhere and meet the requirements of the CDBG program. The construction manager and inspector shall have a minimum of 10 years of experience in park infrastructure improvement projects.

To be considered responsive to the RFP requirements, Consultants must submit resumes for all staff proposed to work on the project indicating their knowledge and experience related to the services being sought. If you have any questions, please contact Kenner Guerrero, Assistant Engineer, by phone at (562) 801-4351 or by email at kguerrero@pico-rivera.org.

In order for your proposal to be considered, submit three (3) copies marked "Construction Management Services for the Pio Pico Park Improvements Project, CIP NO. 21349" to:

Kenner Guerrero  
Assistant Engineer  
City of Pico Rivera  
6615 Passons Boulevard  
Pico Rivera, CA 90660-1016

Submission Deadline: October 25, 2018 at 10:00 a.m.

Best regards,

Arlene E. Salazar  
Acting City Manager

ArisE:KG:ll

Enclosure
REQUEST FOR PROPOSAL (RFP) FOR CONSTRUCTION MANAGEMENT SERVICES FOR PIO PICO PARK IMPROVEMENT PROJECT (CIP NO. 21349)

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INTRODUCTION:

The City of Pico Rivera is seeking a qualified consultant that can provide construction management, construction inspection, utility coordination, labor compliance, material testing and project close out services for the for Pio Pico Park Improvements Project. The project budget is $600,000.

This project is funded with Community Development Block Grant (CDBG) funds and the services requested shall adhere and met the requirements of the CDBG program. The construction contract is anticipated to be awarded in November 2018 and construction to start in December 2018.

PROJECT DESCRIPTION

The project proposes the construction of a 3.0 acre public park on the east lawn area of Pio Pico Elementary School, an ERUSD school site, located at 4211 Columbia Avenue. The scope work includes but is not limited to: construction of a decomposed granite walking path, installation of solar walking path lights, 6’ high steel fencing and gates, picnic tables on concrete slabs, new irrigation system for new walking path configuration, re-seeding of turf and limited landscaping.

SCOPE OF SERVICES

The Consultant is expected to provide construction management, inspection, utility coordination, material testing, labor compliance and close out services for the project. The selected Consultant must provide an experienced Class 3 DSA Certified Public Works Inspector with at least 10 years of experience in park infrastructure projects. The total number of construction days is estimated at 75 working days. The construction activities may, but not necessarily, take place concurrently. The services to be provided include, but are not limited to:

Task 1 Construction Management

Selected Consultant must provide an experienced Construction Manager who has successfully delivered services on similar projects. At least 15 years of experience in park infrastructure projects is required. The Construction Manager must be able to perform the following:

Management

- Manage and coordinate all aspects of the project inclusive of services identified in the RFP.
- Communicate with the City’s Project Manager, all activities and approvals which are required.
- Deliver project services in accordance with the Local, State and Federal regulation.
- Conduct a pre-construction meeting and weekly construction meetings with the contractor, City and other involved parties. Prepare and distribute meeting agendas and minutes.
- Coordinate and monitor all project team activity including, but not limited to, the contractor, sub-contractors, sub-consultants, field inspectors, City staff, agencies, and project stakeholders.
- Prepare weekly status reports and statements of working days.
- Coordinate design changes.
• Participate in field meetings, consultant shall document issues, findings, direction, changes, etc. and develop solutions.

Schedule and Budget

1. Deliver project on time and within budget.
3. Prepare change orders in the standard City format.
4. Maintain an accounting of construction costs, including approved change orders.
5. Review payment requests, make payment recommendations, and prepare progress payments in City’s standard format.

Other Tasks

1. Review and coordinate approval of shop drawings with the design Consultant.
2. Review and approve material submittals.
3. Log, track, and process submittals, Requests for Information (RFIs), Requests for Changes (RFCs), Contract Change Orders (CCOs), field directives, Notices of Potential Claim (NOPCs), Non-Conformance Reports (NCRs), construction schedule, and detailed traffic control plan.
4. Monitor materials documentation and testing results, as well as enforce corrections.
5. Review and approve contractor’s safety program per State and Federal requirements.
6. Review and respond to all requests for clarification.
7. Review and approve traffic management plans.
9. Process all project documentation per City requirements and standard format.
10. Maintain project files per City’s guidelines.

Comply with other project contract and construction management responsibilities as assigned.

Task 2 Construction Inspection

A. Administrative

1. A full time inspector, 8 hours per day, is required for the life of the project. At no time during the life of the project shall inspector's hours be reduced to less than fulltime without City approval. Any request to reduce hours shall be submitted to the City, in writing.
2. The Consultant shall make available sufficient qualified personnel to provide continuous inspection that assures project requirements. Inspectors shall be a Class 3 DSA Certified Inspector.
3. Ensure project is constructed in accordance with construction documents, Caltrans and Standard Specifications for Public Works Construction.
4. Ensure all construction activities are witnessed. If deemed necessary, inspection for night work will be performed.
5. Ensure compliance of Underground Service Alert notification/delineation and NPDES best management practices.
6. Inspect materials and equipment upon delivery for compliance to construction contract document.
7. Each working day, meet with the Contractor to review proposed work plans, including specific details that may affect progress. Inform Project Manager of any work which may result in a noteworthy impact to the City.
8. Closely monitor compaction, material, and other necessary testing results and require the Contractor to provide corrective measures to achieve compliance.
9. Maintain copies of all permits needed to construct the project and enforce special requirements of each.
10. Maintain an “Inspector Diary” documenting construction activities, methods, and equipment used.
11. Keep a ring binder and an electronic file with Photograph in color of the continuous progress throughout the construction activities accompanied by a narrative of each pose and work description. The 3-ring binder shall be available to Public Works during construction, and submit the 3-ring binder with photographs to the Public Works Department at completion of project.
12. File material delivery tickets in 3-ringer inspection binder.
13. Complete daily measurements of quantities of work with the contractor and daily inspector reports provide signature in dailies.
14. Photograph in color continuous property frontages along street alignment once prior to construction and once immediately following construction. Submit digital copies of the photographs the Public Works Department at completion of project.
15. Analyze delays and review claims on a timely basis and make recommendations to the Project Manager.
16. Maintain and submit a clean set of plans marked in red for as-built corrections on record drawings to be filed with the City.
17. At the completion of each phase of the project (i.e. concrete improvements, DG path, irrigations system, etc.) complete and document a field review and prepare in-progress punch lists.
18. Prepare final punch list at substantial completion and follow up with the Contractor regarding progress of corrections.
19. Upon project completion provide the finished set of project workbooks to the City.

B. Communication

1. Coordinate the Contractor’s field work with affected utility companies and/or public agencies and other organizations.
2. Inform the Sherriff Department, and Los Angeles County Fire Department, will be informed of all project activities.
3. Meetings/Inspection
4. Attend all project meetings including, but not limited to, pre-construction, field, progress, public outreach, etc.
5. Coordinate all required project inspections with all agencies including, but not limited to Verizon/ Frontier Communication, Southern California Gas, Southern California Edison, Pico Water District, NASA, Montebello Transit, METRO, and other agencies.

C. Schedule and Budget

1. Keep project on schedule and within budget and minimize change orders.
2. Provide complete measurements and calculations documented to administer progress payments, change orders, extra work, etc.

Task 3  Labor Compliance

The proposal shall provide a detailed scope of work that clearly demonstrates the Consultant's understanding of performing labor compliance in accordance with State and Federal Standard requirements, specifically CDBG program requirements. Labor compliance scope of work includes the following:

1. Verify and analyze Section 3 submittals of all bidders, including Section 3 Business Certification form, Section 3 Resident Certification form(s), and Section 3 Economic Opportunity Plan; recommend contract award based on results.
2. Verify eligibility of selected contractor and its subcontractors to receive contract awards by confirming current, active license status with Contractors State License Board; current, valid contractor’s bond and workers’ compensation coverage; and non-appearance on Federal List of Parties Excluded and State Division of Labor Standards Enforcement debarment lists.
3. Attend preconstruction conference to present federal labor compliance requirements to contractor and subcontractors; prepare minutes and attendance record thereof.
4. Verify and document job-site posting of wage rate information and required labor compliance posters. Conduct site visits to monitor workforce utilization; perform labor compliance interviewing of employees on site, using appropriate forms, in the proper frequency and of the proper work classifications required by governmental authorities.
5. Receive and review labor compliance documentation from public works observers or inspectors and compare with contractor-submitted documents and interviews and information obtained from site visits. Monitor contractor-submitted payroll documentation on a continuous basis, including weekly certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
6. Monitor Section 3 hiring and/or subcontracting goal attainment throughout project construction.
7. Follow up with contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies. Provide detailed description of alleged deficiencies; outline corrective action to be taken; and enforce regulatory deadlines for compliance.
8. Receive, pursue, and document labor complaints and/or Section 3 violations; prepare violation reports to oversight entities as required; recommend special action to be
taken if contractor continuously fails to comply with requests and requirements.

9. Coordinate with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance and/or Section 3 requirements.

10. Assist City with preparation of various reporting documents.

11. Maintain content and format of federal labor compliance file in conformance with applicable government requirements.

12. Coordinate project file reviews by authorized county, state, and federal agencies.

13. Submit complete federal labor compliance file to City for retention.

**Task 4   Material Testing and Special Inspections**

The Consultant shall provide material testing in conformance with DSA requirements and City’s QAP manual.

1. Material testing shall conform to all DSA requirements and the contract documents.

2. Review PCC mix design and provide consultation with City for approval of mix for the project.

3. Provide all compaction tests per plan and specifications for decomposed granite trail.

4. Provide Special Inspection Testing per attached DSA requirements.

**Task 5   Project Closeout**

1. Coordinate a final walk-through with all affected stakeholders, prepare punch list, certify completion of the project, and recommend acceptance.

2. Transmit Contractor’s approved Record Drawings (As-Built) to the City of Pico Rivera.

3. Finalize record drawings, contract bid items, claims, change orders, and punch list items.

4. Prepare all final reports including report of completion for acceptance of the Project.

5. Finalize and deliver all construction files to the City for archives.

6. Address any unresolved issues including, but not limited to, change orders, claims, etc.

**PROPOSAL REQUIREMENTS**

The proposal must be concise, well organized, and demonstrate your firm’s team qualifications and experience related to this project. The proposal shall be printed on 8½” x 11” pages and include resumes, past experience, graphs, tables, etc. It must include the following:

1. Cover Letter (one page): The cover letter shall include the name and address of the organization submitting the proposal, and a brief introduction of the company and proposed Construction Manager.
II. Scope of Work (maximum 6 pages): The Consultant shall include in its proposal a detailed scope of work and understanding of the process to undertake such a complex project and complete it in compliance with all applicable rules, regulations, standards and requirements. Identification of experience of staff members including sub-consultants and experience of the firm and of the staff on similar projects.

III. Fee proposal: The fee proposal shall include all tasks required to perform the work with a maximum not-to-exceed fee for each task, and a grand total not-to-exceed fee. Costs shall be all inclusive, including all overhead, materials, equipment, hourly labor rate, and all other miscellaneous direct and indirect costs. The scope of work provided in this RFP will be used as a guideline. It will be the selected consultant’s responsibility to identify all necessary tasks and costs associated with the services and to ensure the project is completed. The fee will be required to identify costs associated with providing a construction manager, an on-site public works inspector, necessary specialty inspector for compaction testing, and a person who will be responsible for federal compliance, labor compliance, preparation of reimbursement invoices and all required paperwork, reports and submittals. The Consultant shall provide its services for the life of the project for the approved scope of work and fee. Below is the fee proposal to be used; no other form will be accepted during the bid opening.

The format of the fee proposal shall match the Sample Fee Proposal provided in the page following.
## Task/Classification

<table>
<thead>
<tr>
<th>Task/Classification</th>
<th>CM/Inspector (Hrs)</th>
<th>Material Testing (Hrs)</th>
<th>Total Hours</th>
<th>Sub Consultant Fees</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Rate</td>
<td></td>
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<tr>
<td>Task 1 - Construction Management</td>
<td></td>
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<tr>
<td>Task 2 - Construction Inspection</td>
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<tr>
<td>Task 3 - Labor Compliance</td>
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<tr>
<td>Task 4 - Material Testing</td>
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<td></td>
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<tr>
<td>Task 5 - Project Close-Out</td>
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<td></td>
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<tr>
<td><strong>Totals</strong></td>
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</tr>
</tbody>
</table>

This not-to-exceed fee is based on a **75-day working period.** Public Works Inspector shall be provided for the **75 working day period.** Additional services needed beyond the contract specified shall require prior approval from the City. **NO LUMP SUM FEES WILL BE ACCEPTED. THIS INCLUDES MATERIAL TESTING SERVICE**
SCHEDULE/CONSULTANT SELECTION PROCESS/SELECTION CRITERIA

Schedule for the Consultant selection process:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requests for Proposal Released</td>
<td>October 10, 2018</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>October 25, 2018</td>
</tr>
<tr>
<td>Review Proposals</td>
<td>October 31, 2018</td>
</tr>
<tr>
<td>Contract Award</td>
<td>November 11, 2018</td>
</tr>
</tbody>
</table>

One Consultant contract will be awarded. Consideration will be given to the qualifications and experience of the Consultant and its team.

The selection of the firm will be based on the following:
1. The firm’s experience with this type of project
2. The experience of the assigned team members including the Construction Manager and inspector.
3. Cost.

RIGHT TO REJECT ALL PROPOSALS

The City of Pico Rivera reserves the right to reject all Proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP. All costs incurred in the preparation of the Proposal and subsequent material, including a proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract shall be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and shall not be responsible for any cost or obligation of any kind, which may be incurred by a respondent. All proposals and other information submitted to the City of Pico Rivera in response to this RFP shall become the property of the City.

INSURANCE REQUIREMENTS

Consultant shall provide insurance certificates naming the City of Pico Rivera as an additional insured for Workers Compensation Insurance, General Liability and Automobile Liability; the proposer must provide Professional Liability Insurance coverage (Errors and Omissions in the amount of $1,000,000 per occurrence). The insurance certificate shall contain a provision that the City shall be given ten (10) days prior written notice in the event of cancellation or reduction in coverage. Consultant shall also execute a hold harmless statement on a form provided by the City.
Attachment A

DSA Special Inspection Testing
## List of Required Structural Tests & Special Inspections - 2016 CBC

**School Name**: Pio Pico School  
**District**: El Rancho Unified School District

### Important
This form is only a summary list of structural tests and some of the special inspections required for the project. Generally, the structural tests and special inspections noted on this form are those that will be performed by the Geotechnical Engineer of Record, Laboratory of Record, or Special Inspector. The actual complete test and inspection program must be performed as detailed on the DSA approved documents. The appendix at the bottom of this form identifies work NOT subject to DSA requirements for special inspection or structural testing. The project inspector is responsible for providing inspection of all facets of construction, including but not limited to, special inspections not listed on this form such as structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of non-structural components, etc., per Title 24, Part 2, Chapter 17A.

**Note**: This form is also available for projects submitted for review under the 2007, 2010, and 2013 CBC.

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**Note**: References are to the 2016 edition of the California Building Code (CBC) unless otherwise noted.

### Required Tests or Special Inspections

#### 1. SOILS

#### 2. CONCRETE

**Table 1705A.3, ACI 318-14 Sections 26.12 & 26.13**

**7. CAST IN PLACE CONCRETE**

**Material Verification and Testing:**

- a. Verify use of required design mix.  
  - **Table 1705A.3 Item 5, 1910A.1 (1909.2.3)**. *To be performed by qualified batch-plant inspector and concrete sampling technician*
  - **1910A.2 (1909.2.4)**; **ACI 318-14 Section 26.6.1.2, DSA IR 17-10.16**
- b. Identify, sample, and test reinforcing steel.  
  - **Table 1705A.3 Item 6; ACI 318-14 Sections 26.5 & 26.12**
- c. During concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.  
  - **Table 1705A.3 Item 6; ACI 318-14 Sections 26.5 & 26.12**
- d. Test concrete (f_c).
  - **Table 1705A.3 Item 8; ACI 318-14 Section 26.12**

#### 3. MASONRY

**TMS 402-13/ACI 530-13/ASCE 5-13 Table 3.1.3 & TMS 602-13/ACI 530.1-13/ASCE 6-13 Table 5**

### 4. STEEL, ALUMINUM

**Table 1705A.2.1, AISC 303-10, AISC 360-10, AISC 341-10, AISC 358-10, AISI S100-07/09-10**

#### 23. ANCHOR BOLTS, ANCHOR RODS, & OTHER STEEL:

- a. Anchor Bolts and Anchor Rods  
  - **IR 17-11 Sample and test anchor bolts and anchor rods not readily identifiable.**

### 5. WOOD

### 6. OTHER
# List of Required Structural Tests & Special Inspections - 2016 CBC

**List of required verified report(s):**

All Structural Testing: Laboratory Verified Report - Form DSA-291
Concrete Batch Plant Inspection: Laboratory Verified Report - Form DSA-291

### KEY to Columns

<table>
<thead>
<tr>
<th>1 Type -</th>
<th>2 Performed By -</th>
</tr>
</thead>
<tbody>
<tr>
<td>Continuous - indicates that a continuous special inspection is required</td>
<td>GE - Indicates that the special inspection is to be performed by a registered geotechnical engineer or his or her authorized representative</td>
</tr>
<tr>
<td>Periodic - indicates that a periodic special inspection is required</td>
<td>LOR - Indicates that the test or inspection is to be performed by a testing laboratory accepted in the DSA Laboratory Evaluation and Acceptance (LEA) Program. See section 4-335, 2013 COR Title 24, Part 1.</td>
</tr>
<tr>
<td>Test - indicates that a test is required</td>
<td>SI - Indicates that the special inspection is to be performed by a special inspector</td>
</tr>
</tbody>
</table>

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**Brian Paul Dougherty, FAIA, LEED AP**

Name of Architect or Engineer in general responsible charge

Name of Structural Engineer (When structural design has been delegated)

Signature of Architect or Structural Engineer  

9.4.18  

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**IDENTIFICATION STAMP**

DIV OF THE STATE ARCHITECT  
APP. # 03-119350

AC N/A  F/LS N/A  SS VC

DATE SEP 04 2018

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**Appendix: Work Exempt from DSA Requirements for Special Inspection or Structural Testing**

- DSA-103  
  (Issued 9-1-17)  
  + In the CODE REFERENCE AND NOTES column indicates DSA-SS/CC sections that may be used by community colleges, per 2016 CBC Sec. 1.9.2.2.
**List of Required Structural Tests & Special Inspections - 2016 CBC**

Exempt items given in IR A-22 or the 2016 CBC (including DSA amendments) and those items identified below with an "X" by the design professional are NOT subject to DSA requirements for the structural tests or special inspections noted. Items marked as exempt shall be identified by either: 1) listing specific details/sheets noted in the spaces provided below OR 2) on the approved construction documents. The project inspector shall verify all construction complies with the approved construction documents.

### Soils:

1. Deep foundations acting as a cantilever footing designed based on minimum allowable pressures per 2016 CBC Table 1806A.2 and having no geotechnical report for the following types of structures: free standing sign, scrolling message sign, scoreboard, covered walkway or shade structure with dead load less than 5 psf and other light-weight structures of which the apex is less than 8' above the highest adjacent grade. **X**

2. Shallow foundations meeting the exception item #1 criteria specified in 2016 CBC Section 1803A.2. **X**

(Optional) List details for applicable exempt items:

### Concrete/Masonry:

1. Post-installed anchors for the following: 1) exempt non-structural components (e.g., mechanical, electrical, plumbing equipment - see item 7 for "Welding") given in CBC Section 1616A.1.18 (which replaces ASCE 7-10, Section 13.1.4) or 2) interior nonstructural wall partitions meeting criteria listed in exempt item 3 for "Welding." **X**

2. Concrete batch plant inspection is not required for items given in CBC Section 1705A.3.3.2 subject to the requirements and limitations in that section. **X**

3. Masonry retaining walls less than 4'-0" above the top of foundation not supporting a surcharge and free standing nonbearing non-shear masonry walls up to 6'-0" above adjacent grade do not require grout, mortar or masonry core testing or DSA special inspection. **X**

4. Epoxy shear dowels in site flatwork. **X**

(Optional) List details for applicable exempt items:

### Welding:

1. Solid-clad and open-mesh gates with maximum leaf span or rolling section for rolling gates of 10' and apex height less than 8'-0" above lowest adjacent grade. When located above circulation or occupied space below, these gates are not located within 1.5x gate/fence height (max 8'-0") to the edge of floor or roof. **X**

2. Handrails, guardrails, and modular or relocatable ramps associated with walking surfaces less than 30" above adjacent grade (excluding post base connections per the 'Exception' language in Section 1705A.2.1); fillet welds cannot be ground flush. **X**

3. Non-structural interior cold-formed framing spanning less than 15'-0", such as in interior partitions, interior soffits, etc. supporting only self weight and light-weight finishes or adhered tile, masonry, stone, or terra cotta veneer no more than 5/8" thickness and apex less than 20'-0" in height and not over an exit way. Maximum tributary load to a member shall not exceed the equivalent of that occurring from a 10'x10' opening in a 15' tall wall for a header or king stud. **X**

4. Manufactured support frames and curbs using hot rolled or cold-formed steel (i.e., light gauge) for mechanical, electrical, or plumbing equipment weighing less than 2000# (equipment only) (connections of such frames and superstructure elements using welding will require special inspection as noted in selected item(s) for section 19, 19.1 and/or 19.2 of listing above). **X**

5. Manufactured components (e.g., Tolco, B-Line, Alcon, etc.) for mechanical, electrical, or plumbing hanger support and bracing (connections of such components to superstructure elements using welding will require special inspection as noted in selected item(s) for section 19, 19.1 and/or 19.2 of listing above). **X**

6. TV Brackets, projector mounts with a valid listing (see DSA IR A-5) and recreational equipment (e.g., playground structures, basketball backstops, etc.) connections of such elements to superstructure elements using welding will require special inspection as noted in selected item(s) for section 19, 19.1 and/or 19.2 of listing above. **X**

7. Any support for exempt non-structural components given in CBC Section 1616A.1.18 (which replaces ASCE 7-10, Section 13.1.4) meeting the following: 1) when supported on a floor/roof, <400# and resulting composite center of mass (including component's center of mass) < 4" above supporting floor/roof, 2) when hung from a wall or roof/floor, 200# for discrete units or <5 psf for distributed systems. **X**

(Optional) List details for applicable exempt items:

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*In the CODE REFERENCE AND NOTES column indicates DSA-SS/CC sections that may be used by community colleges, per 2016 CBC Sec. 1.9.2.2.*
Attachment B

Sample City of Pico Rivera Professional Services Agreement
AGREEMENT NO. _______
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
<CONSULTANT NAME>

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and <Consultant Name>, a California Corporation <or other form of entity> ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to <briefly describe the consulting services to be performed>.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 “Scope of Services”: Such professional services as are set forth in the Consultant’s <date> proposal to City attached hereto as Exhibit <letter or #> and incorporated herein by this reference.

3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in the Consultant’s <date> proposal to City attached hereto as Exhibit <letter or #>.

3.3 “Commencement Date”:

3.4 “Expiration Date”:

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.
5. **CONSULTANT’S SERVICES**

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of `<amount spelled out>` ($_________) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. **COMPENSATION**

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth (30th) day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. **BUSINESS LICENSE**

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. **COMPLIANCE WITH LAWS**

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting
the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17451 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. **CONFLICT OF INTEREST**

   Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant’s performance of such work.

10. **PERSONNEL**

   Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant’s services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City’s premises. **<Name of individual>** shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

11. **OWNERSHIP OF WRITTEN PRODUCTS**

   All reports, documents or other written material (“written products”) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

12. **INDEPENDENT CONTRACTOR**

   12.1 Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall
not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

12.3 City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant. City shall have no responsibility to provide Consultant, its employees or subcontractors with workers’ compensation insurance or any other insurance.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14 NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or
subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 15 and related to Consultant’s failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.

15.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.7 PERS ELIGIBILITY INDEMNITY. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. **INSURANCE**

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

   16.1.1.1 Premises, operations, and mobile equipment;
   16.1.1.2 Products and completed operations;
   16.1.1.3 Broad form property damage (including completed operations);
   16.1.1.4 Explosion, collapse, and underground hazards;
   16.1.1.5 Personal injury; and
   16.1.1.6 Contractual liability,

in the amount of <amount spelled out> ($_______) per occurrence combined single limit; <amount spelled out> ($_______) aggregate for products/completed operation; <amount spelled out> ($_______) general aggregate (General aggregate must apply separately to Contractor’s work under this Agreement.); and <amount spelled out> ($_______) umbrella or excess liability.

16.1.2 Automobile liability for owned, hired and non-owned vehicles utilized by Consultant, its employees or subcontractors, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One Million Dollars $1,000,000 per accident for bodily injury or disease.
16.1.4 Professional Liability insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than <amount spelled out> ($_________)/<amount spelled out> ($_________) in the aggregate.

16.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or 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.

17. **MUTUAL COOPERATION**

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. **RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. **PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. **NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).
21. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. **TERMINATION**

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City’s obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. **ASSIGNMENT**

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City’s prior written consent, and any
attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. 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, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. **WARRANTIES**

25.1 Each party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party’s failure to perform under this Agreement.

25.2 In executing this Agreement, each party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.
26. **CAPTIONS**

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. **NON-WAIVER**

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. **COURT COSTS**

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants’ fees, if any, and attorneys’ fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. **SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such
invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. **COUNTERPARTS**

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

32. **ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

[Signatures on the following page]
TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
CITY OF PICO RIVERA

“CONTRACTOR”
Name

______________________________ ___________________________________
Arlene Salazar, Acting City Manager Name

Dated: ________________________    Dated: _____________________________

ATTEST:

APPROVED AS TO FORM:

______________________________ ___________________________________
Anna M. Jerome, City Clerk Arnold M. Alvarez-Glasman, City Attorney