



City of Lawndale
Community Development Department
14717 Burin Avenue, Lawndale, CA 90260
(310) 973-3230
<http://www.lawndalecity.org/>



Request for Proposal

Community Development Block Grant Program Implementation and Administration Assistance and Labor Compliance

Deadline:
Thursday, May 9, 2024, at 5 PM PST

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01. Introduction

The City of Lawndale's Community Development Department ("City") is seeking qualified individuals/firms with proven expertise to submit a proposal to perform implementation and administration services and labor compliance assistance for the City's Fiscal Year 2024-2025 Community Development Block Grant Program with two possible one-year extensions (for a total of three years).

The City of Lawndale intends to select a single firm to accomplish and/or supply all services outlined in this Request for Proposal ("RFP").



02. Submittal Procedures and Deadlines

Four (4) copies of your response, two (2) bound, one (1) unbound and (1) electronic version (USB flash drive), **shall be submitted no later than 5:00 PM on Thursday, May 9, 2024, to the City Clerk's Department.** Postmarks by this date are not acceptable and facsimiles will not be accepted. Please mail or deliver your response in a sealed envelope with "CDBG Admin and Labor Compliance RFP Response" written below the address label and addressed as follows:

CDBG Admin-Labor Compliance RFP Response
Attention: City Clerk's Office
City of Lawndale
14717 Burin Avenue,
Lawndale, CA 90260

To ensure a fair and objective RFP process and evaluation, all questions and inquiries related to this RFP shall be addressed in writing to Jared Chavez, Community Development Manager at jchavez@lawndalecity.org.

The deadline for written questions and inquiries is April 29, 2024. Our business hours are Monday through Thursday 7 AM to 6 PM. We are closed every Friday, Saturday, and Sunday.

The tentative schedule for this Request for Proposals is as follows:

Release of RFP to Vendors	April 9, 2024
Deadline for Questions and Inquiries	April 29, 2024, at 5 PM
Proposal Submission Deadline	May 9, 2024, at 5 PM
Interviews for Selected Finalists	May 20 – May 30, 2024
Contract Evaluations/Negotiations	June 3-13, 2024
Earliest Award of Any One Contract	June 17, 2024



03. Definitions, Terms and Conditions

Definitions: To simplify and clarify the language throughout this Request for Proposals, the following definitions shall apply:

CITY: The City of Lawndale, CA.

CITY COUNCIL: The elected officials of the City of Lawndale, who have been given the authority to exercise such powers and jurisdiction on all City business as conferred by the State Constitution and Laws.

CONTRACT: An agreement between the City and the selected firm to furnish supplies and/or services over a designated period during which repeated purchases are made of the commodity and/or service specified.

RFP: Request for Proposal.

FIRM/CONSULTANT: The organization offering a proposal in response of this RFP.

Proposal Terms and Conditions:

Electronic Documents

Consultants may be supplied with the original RFP documents in electronic form to aid in the preparation of proposal(s). By accepting these electronic documents, each Consultant agrees not to edit or change the language or format of these documents. Submission of a proposal by consultants signifies full agreement with this requirement.

Receipt of Proposals

Submitted proposal(s) must be properly addressed and received by the City prior to the date and time specified. The mere fact that the proposal was dispatched will not be considered; the Consultant must ensure that the proposal is actually delivered.

Proposals received after the date and time specified shall be returned and will be considered void and unacceptable. The City is not responsible for the lateness of the mail carrier, etc.; and the time/date stamp of receipt by the City's Community Development Department shall be the official time of receipt.

Alterations

Proposal documents cannot be physically altered or amended after the closing date. Alterations made before closing must be initialed by the Consultant to guarantee authenticity. Proposals may not be withdrawn after the proposal closing date and each Consultant agrees to this stipulation upon submittal of its proposal. However, all proposals are subject to negotiation before a contract is awarded as further described below.



Questions and Inquiries

To ensure a fair and objective RFP process and evaluation, all questions and inquiries related to this RFP shall be addressed in writing to Jared Chavez, Community Development Manager at jchavez@lawndalecity.org.

The deadline for written questions and inquiries is April 29, 2024. Our business hours are Monday through Thursday 7 AM to 6 PM. We are closed every Friday, Saturday, and Sunday.

Communication

The City shall not be responsible for any verbal communication between any employee of the City and any proposing firm. Only written requirements and qualifications will be considered.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City Manager for the City.

Reservations

The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Proposal if found in the best interest of the City.

Reimbursements

All costs incurred in the preparation of a proposal, the submission of additional information, and/or any other aspect of preparing a proposal will be borne by the Consultant.

Certification

Any proposal which does not contain all of the information requested in this RFP will be considered incomplete and may be rejected by the City.

Funding

The City operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without any liability, any contract for which funding is not available.

Negotiations

Negotiations may be conducted with responsible firm(s) who submit proposals that are reasonably susceptible of being selected. All firm(s) reasonably susceptible of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interviews. Although this process will ultimately result in the award of a single contract, the City reserves the right to negotiate a contract with more than one firm.

Additional Information

During the proposal evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers. The



City also reserves the right to investigate the qualifications of the firm(s) as it deems appropriate.

The option to exercise successive years is not only subject to funding availability but also the need for services and the consultant's ability to comply with contract terms and conditions.

RFP

Proposers should be aware that the RFP and the contents of the successful proposal will become a part of any subsequent contractual documents that may arise from this RFP. In the case of a discrepancy between the RFP and the firm's proposal, the contract will supersede.

All data, documents and other products used during the life of the project shall remain in the public domain upon the project's completion. Similarly, all responses to this RFP shall become the property of the City and will be retained or disposed of in the City's discretion.

Award of the Contract

Award of the contact will be by the City Council at a public meeting.



04. General Information

The City of Lawndale was incorporated on December 28, 1959. Lawndale is a general law city governed by an elected five-member City Council that appoints the City Manager and City Attorney.

Lawndale was one of the last cities to incorporate within Los Angeles County; however, its history as a residential community dates back to the period of Spanish land grants. The area was inhabited prior to that time by coastal indigenous tribes.

The City participates in the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program through the Los Angeles County Development Authority (LACDA). Under the Urban County Program, the City has programmed \$270,00 in funding for eligible activities within the 2024-2025 CDBG Program Year.

The City is seeking the services of an experienced professional consulting firm to provide assistance with CDBG Program Implementation and Administration and Labor Compliance Services for Fiscal Year 2024-2025 with two possible one-year extensions (for a total of three years). The assistance to be provided by the consultant is necessary to ensure the City's proper and timely expenditure of program funds and compliance with other regulatory program requirements.

CDBG monies will be utilized to fund the services of the selected firm and the expenditure of such funds shall adhere to all applicable Federal, State, County/CDC, and local regulations.



05. Scope of Services

CDBG ADMINISTRATION AND IMPLEMENTATION

The contracted individual or firm shall provide staffing and other resources as required to provide as-needed assistance and guidance to Lawndale staff so that staff can complete the following for all approved City CDBG projects:

1. Meet with City representatives to provide status updates on all CDBG projects and issues requiring immediate attention.
2. Prepare and submit to City a quarterly status report of all CDBG projects.
3. Develop time lines for each approved CDBG project, establishing key dates for review, and accomplishment and progress monitoring.
4. Review and maintain files for all CDBG projects.
5. Develop and maintain financial spreadsheets for all CDBG projects, to include eligible reimbursements, amounts expended, reimbursements received, and balances available.
6. Monitor and maintain all financial records relevant to CDBG funded projects and reconcile any records discrepancies.
7. Prepare monthly reimbursement requisitions to the Community Development Commission for all CDBG projects.
8. Gather and maintain information required for and prepare and submit all required Grantee Performance reports.
9. Perform CDBG project oversight monitoring, to include on-going monitoring and closeout review for all CDBG funded projects.
10. Establish and maintain all operating assignments with CDBG sub-recipients.
11. Prepare all CDBG related submissions, as required by the Department of Housing and Urban Development (HUD) and the Community Development Commission (CDC) (ex. Contract/Subcontract Activity Report, Labor Standards Report, etc.).
12. Perform liaison functions between the City and the Community Development Commission.
13. Prepare all CDBG related documents, including reports, contracts, agreements, and amendments.



14. Develop, prepare, and submit project amendments, as required, for all CDBG funded projects.
15. Advise City and ensure proper implementation of all CDBG program changes, including the implementation of a Commercial Rehabilitation and Residential Rehabilitation Program.
16. Prepare and submit a Cost Summary and all necessary documentation for the upcoming CDBG program year.
17. Conform with the mandatory regulatory provisions of the Urban County CDBG Program.
18. Be available at City Hall as necessary to complete all work items.

LABOR COMPLIANCE SERVICES

The contracted individual or firm shall provide staffing and other resources as required to provide all necessary staffing and resources to fulfill the scope of work required to successfully implement the Davis-Bacon and Related Acts, Minority and Women Business Enterprise (MBE/WBE) and the Section 3 requirements:

1. Review the Grant Agreement and CDBG Wage and Labor compliance requirements for construction projects with project team (City, Construction Project Manager).
2. Prepare various reports for wage and labor compliance including but not limited to Contract and subcontract activity (HUD Form 2516), Contracting and enforcement activity (HUD form 4610) and Section 3 reporting. All reports will be delivered to City for review before the reporting deadlines and originals of the fully signed/executed final reports delivered to the City.
3. Meet with City staff, LA County CDC, and/or local HUD representatives, as necessary, on the reporting requirements and worksite labor component supervision including proper documentation of all required paperwork.
4. Provide telephone support and attend meetings as requested by City.
5. Provide services for administering, monitoring and enforcing Labor Standards Provisions for CDBG -assisted construction projects administered by the City including:
 - Assist and advise Project Construction Manager in the preparation of the Wage and Labor requirements sections for the Construction BID Documents.
 - Determine the specific labor standards parameters applicable for each construction project.
 - Implement and monitor Equal Employment Opportunities (EEO) and Section 3 Programs.
 - Ensure that the Federal Labor Standards Provisions (HUD-4010 form) are incorporated in specifications and\or contract(s).
 - Ensure that the DOL Wage Decision is incorporated in project specifications and\or contract(s).
 - Ensure that the wage determination is current at bid opening or other appropriate date.



- Verify the contractor's eligibility to contract with Federal and State agencies.
- Conduct meetings to inform contractors of wage and reporting obligations.
- Identify and initiate requests for additional work classifications and wage rates as needed.
- Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce (including apprentices) conforms to the applicable Wage Decision.
- Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.
- Notify the prime contractor in writing of any labor discrepancies or suspected violations and define the corrective actions to be taken.
- Inform the prime contractor of his/her responsibility to ensure that subcontractors make restitution payments or to make restitution payments on behalf of the subcontractors.
- Identify violations and investigate complaints of underpayment to workers.
- Submit a Labor Standards Violation Report and 5.7 Enforcement Report to CDC for complaints involving underpayments to workers.
- Refer cases for informal review and/or make recommendations for debarment.
- Require escrow accounts to ensure payment of outstanding wages.
- Dispose of escrow accounts in a timely manner in accordance with Federal Regulations and CDBG Contract and Labor Compliance Guidelines.
- Maintain a Labor Standards Administration & Enforcement file and document all activities.

All other CDBG-related work as directed by the City's Community Development Manager. All work items will be carried out in conjunction with City staff direction, input, and review.



06. Proposal Format and Content Requirements

Requirements

The following instructions describe the form in which proposals must be submitted.

Responses to the following items will be used for proposal evaluation. Proposals that do not contain responses to each of the requirement items will be considered incomplete and may be rejected.

Proposal documents should provide a straightforward, concise description of the firm's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City. The requirements stated do not preclude a firm from furnishing additional reports, functions, and costs as deemed appropriate.

Four (4) copies of your response, two (2) bound, one (1) unbound and (1) electronic version (flash drive) must be submitted no later than 5:00 PM on Thursday, May 9, 2024, to the City's Community Development Department. In addition, the electronic version of the proposal must be included in Adobe Acrobat format written to a single Flash Drive. The electronic version of the proposal must be an exact duplicate of the hard copies. If the proposal includes any comments over and above the specific information requested in this RFP, such information should be included as a separate appendix and placed at the end of the proposal.

The proposal must contain the following five (5) elements describing how the Consultant will perform the assignment:

1. Technical

Technical Proposals will contain, at a minimum: a) an executive summary b) a description of the approach to be taken in addressing the scope of work, c) a listing of the specific tasks required to properly perform the services, and d) a timeline from inception to completion.

2. Management and Staffing

Describe the management and staffing configuration to be utilized to complete the scope of work. Resumes of all proposed personnel must be included. The proposal must indicate who will have primary responsibility for this project.

3. Prior Related Firm Experience

Firms or individuals must demonstrate competence and capability to satisfactorily perform the scope of work. A description of the Firm's related work experience should be included.



A list of at least three (3) recent references, including local government agencies where a similar service is or has been provided and any private clients, including names and telephone numbers of the firm and the key managers and professionals assigned to the project.

4. Cost and Pricing

Proposals shall include staff hourly rates, plus overhead, travel and any additional project costs proposed. Prices quoted must remain firm for the first year of the contract. Cost proposals must be submitted with the proposal and all items must be itemized in detail. The total project cost shall be expressed as a “**Not to Exceed**” amount for items 1-18 under the CDBG Administration and Implementation “Scope of Services” section. For item 19, please provide the Slum Blight Analysis as a separate line-item cost and Labor Compliance at an hourly rate with an estimated cost for a \$270,000 CDBG funded street improvement project.

In addition, an hourly fee schedule shall be submitted with the proposal. In the event that the scope of work is substantially modified, the extra cost or credit shall be negotiated based on the submitted hourly rates.

5. Additions or Exceptions

A single and separate section with the heading “ADDITIONS OR EXCEPTIONS TO THE CITY’S REQUEST FOR PROPOSAL” containing a complete and detailed description of all of the consultant’s exceptions to the provisions and conditions of the attached City contract.



07. Evaluation Criteria

The award of this agreement will be made to the most qualified firm/individual whose proposal complies with the prescribed requirements. The City reserves the right to reject any and all proposals, and to waive any technical errors, irregularities, or discrepancies, if to do so is deemed to serve the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the firm/individual(s) to whom it is proposed to make such award.

Proposals will be reviewed and evaluated by City staff, and ranked based on the following considerations:

- Technical approach to scope of work,
- Experience of proposed personnel and the firm in providing CDBG program administration services,
- Minority Ownership/Employment as defined by Community Development Commission and HUD, and
- Cost and pricing and City's agreement with the consultant's proposed revisions to the City contract.

In the event that further clarifications or negotiations are required, on-site interviews may be conducted. Participation in these interviews will be at the expense of the individual firms. The Selection Panel will be made up of staff members or representatives from the City. Recommendations will be forwarded to the City Council for final selection and award.

Proposals failing to provide sufficient information and assurances of performance to adequately assess each category of the required services and/or failing to comply with the requirements and conditions of this RFP may not be given further consideration.

Each proposal will be considered along with those of other responding firms, with respect to ability to perform effectively and efficiently those tasks outlined above.

Close coordination with the City is required to assure that all requirements will be met. The City reserves the right to withdraw this RFP at any time without any prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s).



08. Sample Contract Service Agreement

CITY OF LAWDALE

CONTRACT SERVICES AGREEMENT FOR

CDBG ADMINISTRATION ASSISTANCE AND LABOR COMPLIANCE SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by and between the City of Lawndale, a municipal corporation ("City"), and _____ ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

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

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

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

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating



therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

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

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of (insert amount) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.



2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on July 1, 2024 and continue in full force and effect until completion of the services no later than June 30, 2025.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. (Insert name) is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.



4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.



(d) Professional Liability or Error and Omissions Insurance. A policy of Errors and Omissions insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible. If the Consultant's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Consultant.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.



(b) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

6.0 RECORDS AND REPORTS

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

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



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

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

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

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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



8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

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

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.



9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY OF LAWNSDALE,
a municipal corporation

Robert Pullen Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke, Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONSULTANT:

[insert company name here]
a [California corporation]

By: _____

Name: [insert name here]

Title: [insert title]

By: _____

Name: [insert name here]

Title: [insert title]

Address: [insert address]
[insert address]
[insert address]
[insert address]



EXHIBIT "A"

SCOPE OF SERVICES

[INSERT TEXT HERE]



EXHIBIT "B"

SPECIAL REQUIREMENTS

The parties agree that the following provisions also apply to the Agreement and that these provisions supersede the Agreement where they conflict:

Consultant shall assist City to ensure that City CDBG projects comply with all applicable Federal and County of Los Angeles Requirements including, but not limited to, the following:

Source of Funds

The City participates in the Community Development Block Grant ("CDBG") program and receives annual funding from the U.S Department of Housing and Urban Development ("HUD") through the Los Angeles County Community Development Commission under the Housing and Community Development Act of 1974, Public Law 93-383, as amended, herein called the "Act". This contract is for services that may be funded in whole or in part with CDBG funds.

Patent Rights

If this Agreement results in any discovery or invention which may develop in the course of or under the Agreement, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize other to use the work for any governmental purpose.

Copyright

If this Agreement results in any copyrighted material, the City and or/grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize other to use the work for any governmental purpose.

Records

Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of five (5) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

- **FEDERAL REQUIREMENTS**
 - **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.** During the Performance of this agreement, the Consultant agrees as follows:
 - The Consultant will not discriminate against any employee or applicant of reemployment because of age, race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that the applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay of other forms of compensation; and selection for training, including



apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

- The Consultant will, in all solicitation of advertisement for employees to be placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, sex, or national origin.
- The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- The Consultant will comply with all provisions of the Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant order of Secretary of Labor.
- The Consultant will furnish all information and reports required by Executive Order 11246 of September 25, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- In the event of the Consultant's non-compliance with the equal opportunity clauses of the Agreement or with any such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- The Consultant will include the provisions of paragraph (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such directions by the City, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.
- CIVIL RIGHTS ACT OF 1964. Under Title VI the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity receiving federal financial assistance.
- SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits, or



be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

- AGE DISCRIMINATION ACT OF 1975 AND REHABILITATION ACT OF 1973. Any prohibition against discrimination on the basis of age under the Age Discrimination of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.
- “SECTION 3” COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development and is subject to the requirements of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- The parties of the Agreement will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Agreement. The parties to this Agreement certify and agree that they are under contractual or other disability which would prevent them from complying with these requirements.
- The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers’ representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.
- The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided him with a preliminary statement of availability to comply with the requirement of these regulations.
- Compliance with provision of Section 3 of the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractor, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanction as are specified by 24 CFR Part 135.



the Housing and Urban Development Act of 1968, and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Consultant shall maintain documentation which demonstrates compliance with hour and wages requirement of this part. Such documentation shall be made available to the City for review upon request.

Consultant agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wages rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Consultant of its obligation, if any, to require payment of the higher wage.

- COUNTY OF LOS ANGELES REQUIREMENT

- The Consultant certifies that it is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of Los Angeles County Chapter 2.160, (Los Angeles County Ordinance 93-0031); and
- That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code; and
- That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.



EXHIBIT "C"

SCHEDULE OF COMPENSATION

[INSERT TEXT HERE]



EXHIBIT "D"

SCHEDULE OF PERFORMANCE

[INSERT TEXT HERE]

