

Los Angeles Gateway Region

Integrated Regional Water Management Joint Powers Authority
16401 Paramount Boulevard
Paramount, California 90723
(562) 663-6850 (ph) (562) 634-8216 (fax)

REQUEST FOR PROPOSAL

To Provide Consultant Services for the
Los Angeles Gateway Region Integrated Regional Water Management Joint Powers
Authority (Gateway Authority)
In the Development of an

INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) PLAN

Proposals Due
Friday, August 26, 2011
4:00 P.M.

Issue Date
July 25, 2011

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REQUEST FOR PROPOSALS
For the
DEVELOPMENT OF AN INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
PLAN

1.0 INTRODUCTION - REQUEST FOR PROPOSAL

The Los Angeles Gateway Regional Water Management Joint Powers Authority (“Gateway Authority”) is seeking Proposals from qualified firms (“Consultant”) for the preparation of the Gateway Region Integrated Regional Water Management Plan (“IRWMP” or “Plan”) as identified in Gateway Region IRWM Proposition 84 Planning Grant Application (Application).

Consultant proposals shall be consistent with The Gateway Authority’s IRWM’s Application. Consultant proposal should also be consistent with DWR’s Proposition 84 Planning Grant Proposal Solicitation Package (PSP)¹ as well as the IRWM Program Guidelines (Guidelines) for additional background and requirements.²

A preliminary Scope of Work is summarized in Exhibit A of this Request for Proposal (RFP) and described in more detail in Section 5.2 - Work Items in the Gateway Region IRWMP Planning Application (Exhibit B). Consultants submitting a Proposal must demonstrate a working knowledge of the California Department of Water Resources (“DWR”) IRWM program.

2.0 GATEWAY AUTHORITY BACKGROUND

The Gateway Authority is a Joint Powers Authority, organized in November of 2007 for the purpose of creating a “regional water management group,” as defined in and authorized by the Integrated Regional Water Management Planning Act of 2002, California Water Code Section 10530, et seq. (“IRWMPA”), in order to create a regional water resources management plan that will protect and enhance regional water supplies, and to otherwise further the purposes of the IRWMPA, with respect to the jurisdictional areas (collectively, “Gateway Region”) and to perform other regional responsibilities for water development and management.

The Gateway Region consists of 26 cities and currently 19 entities (cities and other government bodies) are represented on the Gateway Authority Board. This is a relatively new organization and it is expected that seven cities and other organizations will join the Gateway Authority over the next 24 months.

¹ http://www.water.ca.gov/irwm/docs/PlanningGrants/Prop84_Round1/Final_PLANNING%20PSP_072010.pdf

² http://www.water.ca.gov/irwm/docs/Guidelines/Prop84/GL_Final_07_20_10.pdf

The Gateway Authority is responsible for the regional water planning needs of two million people in the Gateway Region. The 26-city Gateway region of Southeast Los Angeles County is a densely populated area overlying a common groundwater basin. Regionally distinctive hydrogeological, topographic, demographic and political elements compelled the formation of the Gateway Authority as a cohesive, interdependent, self-governing IRWM group.

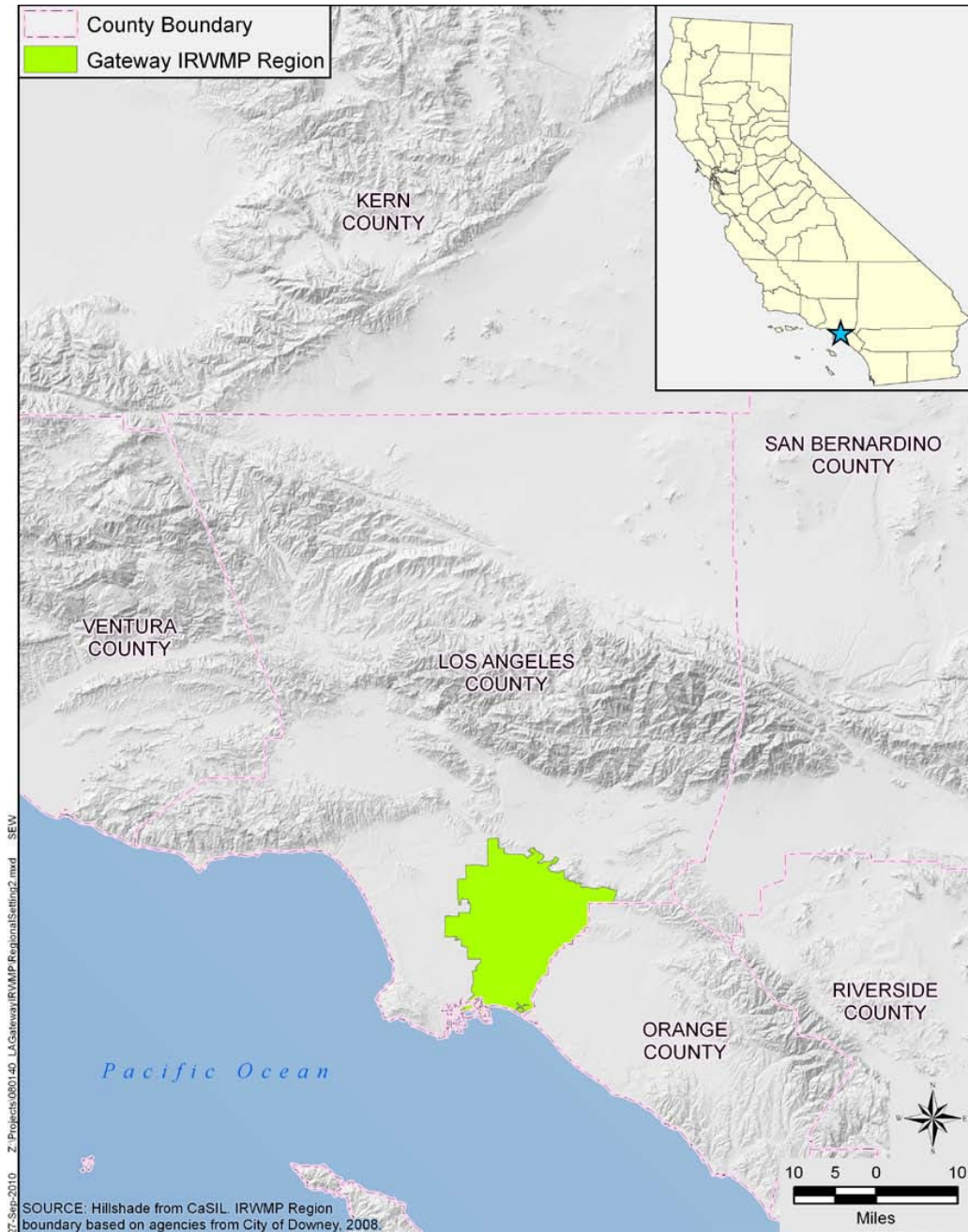
3.0 PROJECT BACKGROUND

The Gateway Authority is the Regional Water Management Group (RWMG) for the Gateway Region. DWR, through its Proposition 84 IRWM Planning Grant Program, has agreed to fund the development of an IRWM Plan for the Gateway Region. Stakeholder outreach, especially outreach to stakeholders identified as Disadvantaged Communities (DAC), will be significant in the development of this Plan.

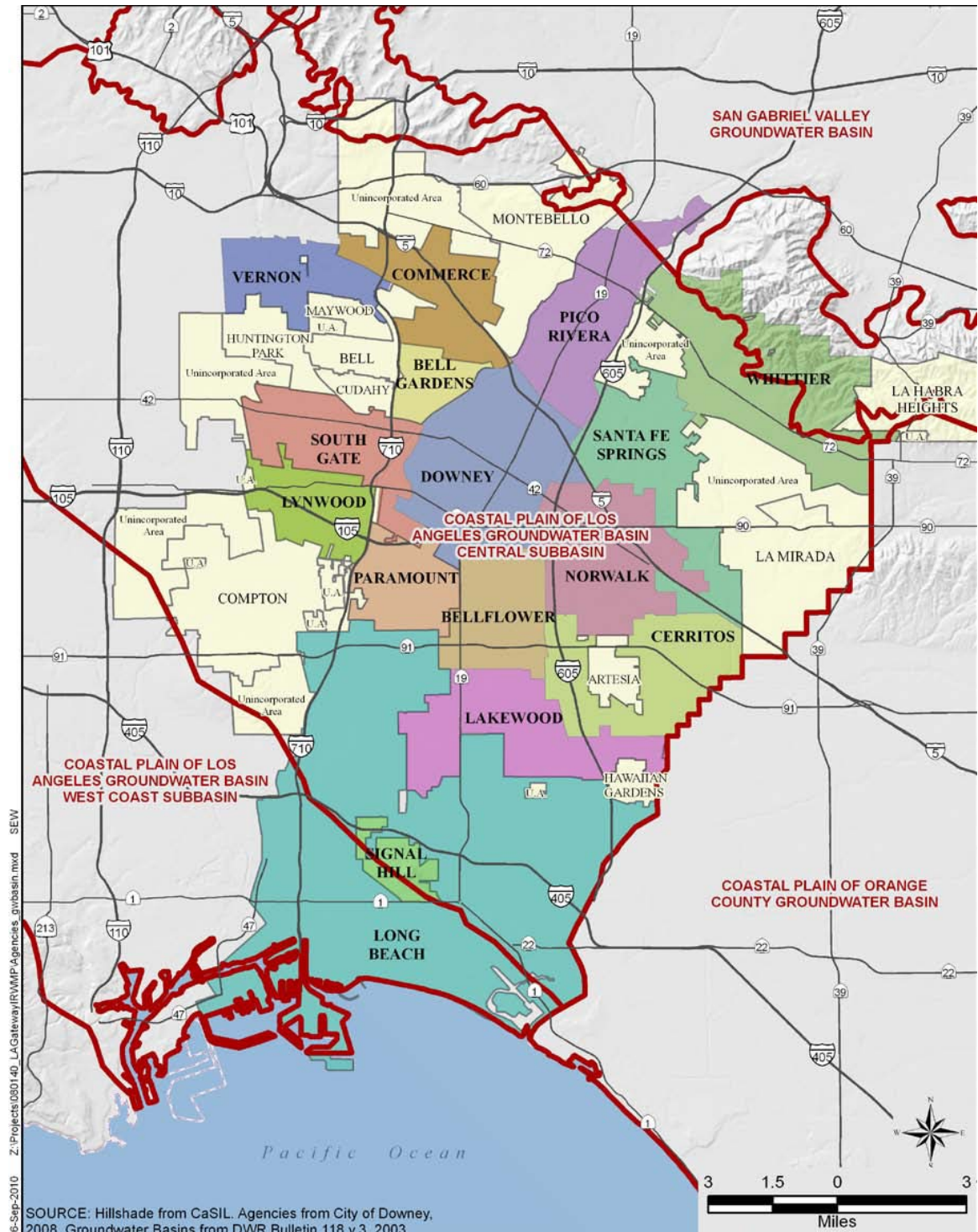
The Gateway Region

The Gateway Region includes 26 mainland cities and small portions of unincorporated areas in Southeastern Los Angeles County. Member cities of the Gateway Authority are: Bell Gardens, Bellflower, Cerritos, Commerce, Downey, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, and Whittier. Cities not yet represented on the Board of the Gateway Authority (but represented in planning efforts) are: Artesia, Bell, Compton, Cudahy, Hawaiian Gardens, Huntington Park, La Habra Heights, La Mirada, Maywood, and Montebello.

Gateway Cities Region



Gateway Region and Groundwater Basins



4.0 SCOPE OF WORK

The preliminary scope of work is provided as Exhibit A and is intended to represent the minimum scope of services to be performed by the consultant. Each proposer should elaborate on the work items to further define the scope and demonstrate the proposer's understanding and experience to perform the services being requested under this RFP. The consultant selected by the Gateway Authority will work with the Gateway Authority to prepare a final scope of work that will be incorporated into the Professional Services Agreement.

5.0 GENERAL CONSIDERATIONS

5.1 Overview

- a. Proposals submitted will become the property of The Gateway Authority.
- b. Respondent may modify or amend its Proposal only if Gateway Authority receives the amendment prior to the deadline for receipt of Proposals.
- c. A Proposal may be considered non-responsive if conditional, incomplete, or contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.

5.2 Proposal Validity. Proposals must be valid for a period of at least twelve (12) months from the closing date and time of this solicitation. Proposals may not be withdrawn after the submission date.

5.3 Pre-Contractual Expenses. Gateway Authority shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Respondents in the preparation of their Proposals. Respondents shall not include any such expenses as part of their Proposals. Pre-contractual expenses are defined as expenses incurred by the Respondent in preparing its Proposal in response to this solicitation; submitting that Proposal to Gateway Authority (staff or Board); negotiations on any matter related to the Proposal; and, any other expenses incurred by the Respondent prior to the date of award and execution of an Agreement.

5.4 Right to Audit. Following execution of an agreement and for a period of three years following the completion of the services, Gateway Authority shall have the right to audit the successful Respondent's invoices and all supporting documentation generated in performance of services under the agreement.

5.5 Confidentiality. Confidentiality of Proposals is subject to the following:

- a. Gateway Authority is subject to the Public Records Act, California Government Code Section 6250 et. seq. As such, all required submittal information is subject to disclosure to the general public.
- b. Respondent may provide supplemental information exempt from public disclosure under Gov. Code § 6254, including "trade secrets" under Evidence Code § 1060. Such supplemental information shall not be material to the required submittal information and Gateway Authority shall be under no obligation to consider such supplemental information in its evaluation.
- c. If submitting confidential, supplemental information, such information shall be bound separate from the rest of the submittal, and shall be clearly marked "Confidential." Upon completion of its evaluation, Gateway Authority will destroy any confidential, supplemental information submitted, or return such information to Respondent if so requested.
- d. Consultants desiring to release information to the public must receive prior written approval from the Gateway Authority.

5.6 Conflict of Interest. The Consultant is subject to all federal, state, and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices.

5.7 Gateway Authority Rights. The Gateway Authority reserves the right to:

- a. Reject any or all Proposals;
- b. Select the Proposal most advantageous to Gateway Authority;
- c. Verify all information submitted in the Proposal;
- d. Withdraw this solicitation at any time without prior notice and furthermore, makes no representations that any contract will be awarded to any Respondent responding to this solicitation;
- e. Request additional information and/or clarifications from any or all Proposers to this RFP.
- f. Award its total requirements to one Respondent or to apportion those requirements among two or more Respondents as Gateway Authority may deem to be in its best interests;
- g. Negotiate the final contract with any Respondent(s) as necessary to serve the best interests of Gateway Authority;
- h. Amend this solicitation; and,
- i. Amend the final contract to incorporate necessary attachments and exhibits or to reflect negotiations between Gateway Authority and the successful Respondent.

5.8 Professional Services Contract. The selected Consultant will be required to sign a "Professional Services Contract" a sample of which is attached as Attachment C, and all other required documentation within 15 calendar days of notification of selection.

- 5.9 Insurance Requirement. The Gateway Authority requires Consultants and vendors doing business with it to obtain insurance as shown in the attached Professional Services Contract and as listed here:

Commercial General Liability \$1,000,000
Business Automobile Liability \$1,000,000
Workers' Compensation \$1,000,000
Professional Liability \$1,000,000

The required insurance certificates must comply with all requirements of the standards as shown in the Contract and must be provided (original copy) within 15 days notice of selection and prior to the commencement of any work on the project.

- 5.10 Noncollusion. Consultant shall not submit a Proposal on behalf of or in the interest of any undisclosed person, partnership, company, association, organization or corporation. The Proposal shall be genuine and not collusive or a sham or false Proposal. Consultant shall not in any manner directly or indirectly with any one seek to have others refrain from submitting a Proposal; shall not agree, communicate or conference with anyone to fix any overhead, profit or cost element of the Proposal price, or to secure any advantage against the Gateway Authority or anyone interested in submitting a Proposal in response to this request. Consultant shall not submit any false statements and shall not pay any fee to any corporation, partnership, company, association, organization, or to any member or agent to effectuate a collusive or sham Proposal.

6.0 PRE-SUBMITTAL ACTIVITIES

6.1 Questions Concerning Request for Proposals

As soon as possible, but no later than the pre-Proposal meeting referred to in Subsection 6.3 below, all questions regarding the RFP should be presented in writing or by email to:

The Gateway Authority
ATTN: Grace J. Kast, Executive Officer
c/o Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, California 90723

Phone (562) 663-6850
Fax (562) 634-8216
Email gjkast64@gmail.com

- 6.2 Clarification. In the event that the Respondent has any requests for clarification or wishes to take any exceptions regarding any part of this solicitation or its attachments, the Respondent should notify Gateway Authority with their concerns no later than Friday, August 19, 2011, as noted above. Gateway Authority's responses will be delivered in the form of an addendum to this solicitation. The questions and responses will be posted on Gateway Authority's website at www.gatewayirwmp.org. Only the prospective Respondents that attended the mandatory Pre-Proposal Conference will receive the addenda prepared to supplement this solicitation.

So that all Respondents will continue to have a fair and equal opportunity in this solicitation, an exception(s) will only be considered to correct errors or if all Proposals submitted take exactly the same exception(s). Gateway Authority's consideration of any exception shall not, in any way, be construed as Gateway Authority's intent to grant said exception. Exceptions will be evaluated on a case by case basis and will be granted only to correct errors in the documentation or when it is deemed to be in the best interest of The Gateway Authority.

- 6.3 Mandatory Pre-Proposal Meeting. A mandatory pre-Proposal meeting will be held on Tuesday, August 16, 2011 from 1:30 p.m. to 3:00 p.m. at the Gateway cities Council of Government's Office located at 16401 Paramount Boulevard, Paramount, CA.
- 6.4 Revision to the Request for Proposals. The Gateway Authority reserves the right to revise the RFP prior to the date Proposals are due. Revisions to the RFP shall be distributed to those potential Consultants who have sent an email to Grace J. Kast at gjkast64@gmail.com and will be posted on www.gatewayirwmp.org. The Gateway Authority reserves the right to extend the date by which the Proposals are due.

7.0 SUBMITTAL REQUIREMENTS

- 7.1 One executed original, clearly marked on the cover, 9 copies of the Proposal, and one separate CD ROM shall be submitted.
- 7.2 The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Consultant.
- 7.3 The Proposal must be received by 4:00 p.m., on Friday, August 26, 2011 at the office of:

The Gateway Authority
ATTN: Grace J. Kast, Executive Officer
c/o Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, California 90723

- 7.4 The Proposals shall be submitted in sealed packages with the following information clearly marked on the outside of each package:
- Name of Consultant
 - Project Title “Development of an ***Integrated Regional Water Management (IRWM) Plan for the Gateway Authority***”
 - Package Number (e.g., 1 of __, 2 of __, etc.)
 - The word “**PROPOSAL**” written or stamped
- 7.5 Failure to comply with the requirements of this RFP may result in disqualification.
- 7.6 Proposals and/or modifications thereto received subsequent to the hour and date specified above will not be considered and will be returned unopened to the proposer.
- 7.7 Gateway Authority will not be responsible for submittals that are delinquent, lost, mismarked, sent to an address other than the address provided above, or sent by mail or courier service and not signed for at the Council of Governments Office.

8.0 PROPOSAL REQUIREMENTS

Written Proposals shall include a discussion of the Consultant's approach to the project; identify key personnel; propose a project plan and schedule; provide cost estimates; and, provide a monthly report of activities.

8.1 General

- a. The Proposal should be concise, well organized, and demonstrate the Consultant's understanding of the Project.
- b. Consultants will be evaluated based on the information submitted in accordance with Section 8.2 below.
- c.

8.2 Contents

Proposals submitted in response to this RFP shall be in the following order and shall include:

- a. **Executive Summary**
Include a one- to two-page overview of the entire Proposal describing the highlights of the Proposal. The Summary must make a commitment to accept the terms and conditions in the RFP and Agreement, including acknowledgement of receipt of all amendments and/or addenda to the RFP. The Summary must be signed by an individual authorized to bind the proposing entity or by the two corporate officers authorized to bind the proposing entity as set forth in

the California Corporations Code. A Proposal submission with an unsigned Executive Summary Letter may result in the Proposal being considered non-responsive.

- b. The Identification of Consultant (To be included in the Executive Summary)
 - Legal name and address of company.
 - Name and address of principal place of business, including e-mail address.
 - Legal status of Consultant (sole proprietorship, partnership, corporation, joint venture, etc.). If joint venture or partnership identify the members of the joint venture or partnership and provide all information required under this section for each member.
 - If company is wholly owned subsidiary of a parent company, identify the parent company.
 - Addresses of office(s) located in the Gateway Region, if applicable.
 - Number of years that company has maintained office in Gateway Region, if applicable.
 - Number of employees in the Gateway Region, if applicable.
 - Name, title, address, telephone number and e-mail of person to contact concerning the Proposal.
 - Identification of all materials and enclosures being forwarded in response to this solicitation.
 - The letter must be signed by an individual authorized to bind the proposing entity or by the two corporate officers authorized to bind the proposing entity as set forth in the California Corporations Code. A Proposal submission with an unsigned Executive Summary Letter may result in the Proposal being considered non-responsive.
- c. Description of Services - A description of the services to be provided based on the Respondent's understanding of the Scope of Work.
- d. Experience - Describe Consultant's experience in completing similar contracting efforts. List three successfully completed projects of similar nature with name of company and Project Manager, phone numbers, type of work performed and value of each contract. Contracting projects currently being performed may be submitted for consideration.
- e. Proposed Method to Accomplish the Work - Discuss Consultant's approach to the project. Describe the strategy(s) to be used for meeting the deliverables requested.
- f. Project Organization and Key Personnel –

The Gateway Authority requires a specific format for the Statement of Qualifications. The Statement of Qualifications, not including the Appendices, shall not exceed 20 pages in length, on 8.5" x 11" pages with one-inch margins. Font size shall be not smaller than 12 point for text and a minimum of 8 point for graphics. Dividers used to separate sections will not be counted. Use of dividers to portray team qualifications, etc., or to add information beyond the 20-page limit is highly discouraged

- Describe proposed project organization, including key personnel and respective responsibilities. Indicate role and responsibilities of prime Consultant and all sub consultants. The evaluation will consider the entire team, therefore no changes in team composition will be allowed without prior written approval by the Gateway Authority.
- Provide detailed discussion of the experience of Consultant's Project Manager, and other key staff members on projects of similar size, capacity, and dollar value. For each similar project, include Client's name, contact person and phone numbers.
- Describe Consultant's overall plan to make contracting opportunities available to all interested and qualified firms. This includes a strategy to identify the available subcontracting resources and a willingness to make subcontracting opportunities available to such firms.
- It is imperative that the key personnel providing technical and professional services sought under this RFP have the necessary background, experience, and qualifications. Particular attention should be paid to the selection of the Consultant's overall Team Project Manager as well as to the selection of the Lead project personnel. The Statement of Qualifications shall include a table of the key personnel (those who report directly to the Consultant Project Manager) including their percentage availability throughout the Agreement's duration. Gateway Authority reserves the right to individually approve or disapprove the key personnel and subconsultants for work on this contract. Because key staff shall be named in the Agreement, key staff may not be replaced without written agreement of Gateway Authority. The Gateway Authority must approve replacement staff before a substitute person is assigned to the contract. Gateway Authority reserves the right to request that the candidate replace a staff person assigned to the contract, should Gateway Authority consider such a replacement to be for the good of the project. Replacement

staff would be subject to Gateway Authority approval prior to assignment project team.

- This section shall also include cameo resumes of all staff identified above. The cameos shall include a summary of relevant management and work experience, years of relevant experience, the current and proposed location of the person, a statement of availability, and identification of the firm by which this person is employed. Two references shall be provided for each key staff member. This section shall also include a table of each key person showing their availability for the duration of this agreement as well as any commitment to other projects.
- g. Samples of Past Work - Include a description of up to three samples of work related to the tasks required in this Project and deemed to be an appropriate exhibit of ability to perform the tasks outlined in the RFP.
- h. Schedule for Project Completion - The Proposal shall include a proposed timeline for completing the various tasks in the Project, based on the schedule provided in Exhibit C.
- i. References - Provide a reference list with contact information for two related projects.
- j. Price Proposal and Fee Schedule
- Consultant will provide a fee for each applicable task identified in the scope of work. No sub consultant markup will be permitted. Fee per task will include all direct and indirect costs including, but not limited to: administrative, overhead, payroll and similar charges, secretarial time or secretarial overtime, word processing, applicable travel expenses, photocopying, in-house printing, insurance and other ordinary business expenses.
 - The Consultant will provide a fee schedule reflecting the fully burdened hourly rate (including expenses) for each job classification that may be utilized in the project.
 - Any additional requested services will be negotiated based on the fee schedule provided by the Consultant.
 - Price will be considered as part of the evaluation criteria; however, price will not be the sole determining factor. Price is subject to negotiation with the selected Consultant.

k. Addenda to this RFP

Consultant shall confirm in its Proposal the receipt of all addenda issued to this RFP. Consultant is not required to include copies of the actual addenda in its Proposal.

l. Financial Information

If selected, Respondent may be requested to submit a complete financial statement for the two most recent years, prepared in accordance with generally accepted accounting principles. The financial statement must include a balance sheet and income statement. Respondent must be prepared to substantiate all information provided. Respondent must indicate Respondent's willingness to provide this information.

9.0 CONSULTANT NOMINATING AND SELECTION PROCESS

9.1 A Consultant Selection Panel (Panel) will be established for this project and will include representatives from the Gateway Authority, and when deemed in the Gateway Authority's best interests, representatives of stakeholders or the general public.

9.2 Based on the Proposals submitted, the Gateway Authority's Panel may select a short list of qualified firms for this project. The Panel may interview the short-listed firms. The following factors will be considered:

- Completeness of Proposal
- Quality of Proposal
- Description of Services
- Approach to the Project
- Statement of Qualifications
- Samples of Past Work
- Schedule for Project Completion
- References
- Pricing Information

Presentations will be limited to twenty minutes and should include the proposed Project Manager and the individuals who will be tasked with the public participation and outreach, disadvantaged communities activities, and the objectives relative to the water management strategies. Presenters are expected to participate in the interview to a degree commensurate with their role in the proposed organization. Presentation staff should be limited to no more than 5 people.

The interview / presentation will include an opportunity for the Consultant to provide a 20 minute presentation on how their team will approach the

Project and meet the tasks and goals of the Project. The presentation will be followed by a question/answer period with the Project team's key personnel. Approximately one and a half hours will be allowed for each interview.

The selection panel may ask questions about the Respondent's written Proposal and other issues regarding their proposed Scope of Services. Presentations will be evaluated and a successful Respondent will be selected for recommendation of contract award. The selection panel will recommend the firm that provides the best overall value to Gateway Authority. Contract award is subject to the approval of the Gateway Authority Board of Directors.

- 9.3 By submitting responses to this solicitation, Respondents understand and agree that Gateway Authority may award a contract to a firm whose approach exceeds or varies from the requirements listed. Gateway Authority will be the sole judge of which Proposal best satisfies the needs of the Gateway Authority.
- 9.4 Based on the Proposal and interview, the Panel will rank the finalists as to qualifications. The Panel will present its findings to the Board of Directors. The Board has final authority for selection.
- 9.5 Upon receipt of the Board's authorization to negotiate, Gateway Authority staff and/or Board Committee will establish a negotiating team and enter into negotiations with the selected firm. Negotiations will cover: scope of work, contract schedule, technical specifications, and price. If the negotiating team is unable to reach an acceptable contract with the selected firm, the negotiating team will recommend to the Board that negotiations be terminated and that negotiations with the second ranked firm be initiated.

However, negotiations regarding agreement terms, conditions, scope of services, and pricing may or may not be conducted with the selected Respondent. Therefore, Proposals submitted should contain the Respondent's most favorable terms and conditions, since the selection and award may be made without discussion with any Respondent. If Gateway Authority engages the Respondent in negotiations and satisfactory agreement provisions cannot be reached, then negotiations may be terminated. Gateway Authority may elect to contact another firm submitting a Proposal. This sequence may continue until an agreement is reached.

- 9.6 After negotiating a proposed contract that is fair and reasonable, the negotiating team will recommend to the Board that the Gateway Authority enter into the proposed contract.
- 9.7 This contract will be issued on a time and materials, not-to-exceed basis.

10.0 EVALUATION CRITERIA

At a minimum, Proposals and Consultant selection will be evaluated based on the following minimum criteria:

10.1 Scope of Work

- Understanding of project and purpose
- Responsiveness to RFP, including approach and methodology proposed
- Appropriate level of detail in Proposal
- Relevance of add/delete to scope of work
- Familiarity with problems associated with project
- Proposed fee relative to the services to be provided

10.2 Technical Competence

- Technical/specialized qualifications of team
- Experience of key personnel with similar projects
- Depth of technical expertise in firm
- Provisions for technical and quality review
- Familiarity with the Gateway Region and its water systems

10.3 Past Performance

- Successful performance on other IRWMP state grant efforts
- Technical quality of prior projects
- Demonstrated ability to meet schedules
- Cost control

10.4 Sub-Consultants

- Technical expertise
- Experience of key personnel with similar projects
- Record of past performance
- Familiarity with the Gateway Region and its water systems

10.5 Organization and Schedule

- Commitment of key personnel
- Financial capability and resources of firm
- Flexibility to changes in scopes and schedules

10.0 SCHEDULE FOR NOMINATION, SELECTION AND AWARD

The Gateway Authority anticipates that the process for nominating and selecting a Consultant, and awarding the contract, will be according to the

following tentative schedule. (This is subject to change as related to funding dates from DWR).

11.1	Advertise and Issue RFP	July 25, 2011
11.2	Mandatory Pre-Proposal Meeting	August 16, 2011
11.3	Proposal Due Date:	August 26, 2011
11.4	Oral Interviews	Week of September 12, 2011
11.5	Selection and Notification	October 13, 2011
11.6	Contract Negotiation Complete	October 31, 2011
11.7	Approval of Contract	November 10, 2011
11.8	Notice to Proceed	November 14, 2011

ATTACHMENT A
Professional Services Contract

1. PARTIES:

The parties to this contract are THE GATEWAY AUTHORITY, (Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority) and _____, [a / an] _____ (Consultant).

2. SCOPE OF SERVICES:

The services to be provided by Consultant are described in Exhibit A.

3. PAYMENT:

The Gateway Authority shall pay for services performed in accordance with this contract according to the payment and fee schedule contained in Exhibit B.

4. TIME FOR PERFORMANCE:

(a) The initial term of the contract will be from XXXXX xx, 2011, to XXXXX XX, 20XX. The Gateway Authority, at its option, may extend the contract up to an additional twenty-four (24) months.

(b) Extension of time for unforeseen circumstances. In the event that the Consultant is unable to meet the completion date or schedule of services, if any, due to circumstances beyond Consultant's reasonable control, such as war, riots, strikes, lockouts, work slow down or stoppage, except strikes, lockouts, or work slow down or stoppage of Consultant's employees or sub Consultants, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts, Consultant shall inform the Contract Manager of the additional time required to perform the work and the Contract Manager may adjust the schedule.

5. STANDARD OF PERFORMANCE:

Consultant's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions. Whenever the scope of work requires or permits approval by the Gateway Authority, it is understood to be approval solely for the purposes of conforming to the requirements of the scope of work and not acceptance of any professional or other responsibility for the work. Such approval does not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of

Consultant or its sub Consultants. By delivery of completed work, Consultant certifies that the work conforms to the requirements of this contract and all applicable federal, state and local laws. If Consultant is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Consultant shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract.

6. INDEPENDENT CONSULTANT:

Consultant is an independent Consultant. Neither Consultant nor any of Consultant's officers, employees, agents or sub Consultants, if any, is an employee of the Gateway Authority by virtue of this contract or performance of any work under this contract.

7. ASSIGNMENT:

Consultant shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this contract without the express written consent of the Gateway Authority in each instance.

8. SUBCONSULTANTS:

Consultant will perform the work personally or through Consultant's employees. Consultant may subcontract work only upon prior approval of the Gateway Authority.

9. CONSULTANT'S EMPLOYEES:

(a) Immigration Reform and Control Act of 1986. Consultant is aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all of Consultant's agents, employees, sub Consultants and Consultants that are included in this contract.

(b) Limitation of Gateway Authority Liability. The payment made to Consultant pursuant to this contract shall be the full and complete compensation to which Consultant and Consultant's officers, employees, agents and sub Consultants are entitled for performance of any work under this contract. Neither Consultant nor Consultant's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the Gateway Authority. The Gateway Authority will not make any federal or state tax withholdings on behalf of Consultant. The Gateway Authority shall not be required to pay any workers' compensation insurance on behalf of Consultant.

(c) Indemnification for Employee Payments. Consultant agrees to defend and indemnify the Gateway Authority for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers'

compensation payment which the Gateway Authority may be required to make on behalf of Consultant or any employee of Consultant, or any employee of Consultant construed to be an employee of the Gateway Authority, for work done under this contract. This is a continuing obligation that survives the termination of this contract.

10. FAIR EMPLOYMENT PRACTICES:

(a) Civil Rights Act. Consultant agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations hereinafter enacted.

(d) Indemnification. To the fullest extent permitted by law and without limitation by the provisions of Section 19 relating to insurance, the Consultant shall also indemnify, defend and hold harmless the Gateway Authority, and its directors, officers, employees and agents from and against all liability (including without limitation all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Consultant or any of the Consultant's officers, employees, agents, licensees, or sub Consultants. In the event of a discrimination or harassment complaint against any employee, agent, licensee or sub Consultant of the Consultant or its sub Consultants, the Consultant shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or sub Consultant. The provisions of this Section survive completion of the services or termination of the Contract.

11. OWNERSHIP OF WORK PRODUCT:

Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of the Gateway Authority. Consultant agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in the Gateway Authority and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the Gateway Authority. Gateway Authority acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

12. FORMAT OF DOCUMENTS:

Documents submitted to the Gateway Authority in electronic format shall be formatted according to specifications provided by the Gateway Authority, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Suite format as appropriate for the particular work product or, if directed by the Contract Manager in Adobe Acrobat pdf format.

13. CHANGES IN WORK:

No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the Contract Manager and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The Contract Manager may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Consultant or ordered by the Contract Manager, the parties shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon an amendment to this contract executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this contract.

14. CONFIDENTIALITY:

(a) Confidential Nature of Information. Consultant shall treat all information obtained from the Gateway Authority in the performance of this contract as confidential and proprietary to the Gateway Authority. Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this contract as confidential.

(b) Limitation on use and disclosure. Consultant agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Consultant's scope of work. Consultant will not disclose any information prepared for the Gateway Authority, or obtained from the Gateway Authority or obtained as a consequence of the performance of work to any person other than the Gateway Authority, or its own employees, agents or sub Consultants who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the Gateway Authority.

(c) Security plan. If requested by the Contract Manager, Consultant shall prepare a security plan to assure that information obtained from the Gateway Authority or as a consequence of the performance of work is not used for any unauthorized purpose or disclosed to unauthorized persons. Consultant shall advise the Gateway Authority of any request for disclosure of information or of any actual or potential disclosure of information.

(d) Survival. Consultant's obligations under this paragraph shall survive the termination of this contract.

15. PROHIBITED INTEREST:

No official or employee of the Gateway Authority who is authorized in such capacity on behalf of the Gateway Authority to negotiate, make, accept, or approve, or take part in negotiating, making, accepting, or approving this contract, shall become directly or

indirectly interested in this contract or in any part thereof. No officer or employee of the Gateway Authority who is authorized in such capacity and on behalf of the Gateway Authority to exercise any executive, supervisory, or similar functions in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.

16. CONFLICT OF INTEREST:

(a) Local Conflict of Interest Code Compliance. The Gateway Authority has determined, based on the scope of the services to be provided by Consultant under this contract, that this contract does not confer on Consultant or any of Consultant's employees the status of a "designated employee" or "Consultant" of the Gateway Authority for the purposes of the California Political Reform Act. This contract does not require or permit Consultant to make a governmental decision as specified in 2 Cal. Code of Regs. § 18701, subdiv. (a)(2)(A), or serve in a staff capacity as specified in 2 Cal. Code of Regs. § 18701, subdiv. (a)(2)(B).

(b) Disqualification. Consultant shall not make or participate in making or in any way attempt to use Consultant's position to influence a governmental decision in which Consultant knows or has reason to know Consultant has a direct or indirect financial interest other than the compensation promised by this contract. Consultant will not have such interest during the term of this contract. Consultant will immediately advise the General Counsel of the Gateway Authority if Consultant learns of a financial interest of Consultant's during the term of this contract. If Consultant's participation in another Gateway Authority project would create an actual or potential conflict of interest, in the opinion of the Gateway Authority, the Gateway Authority may disqualify Consultant from participation in such other project during the term of this Contract.

17. INDEMNIFICATION:

To the fullest extent permitted by law, the Consultant shall indemnify, defend (with independent counsel approved by the Gateway Authority) and hold harmless the Gateway Authority, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type arising out of or resulting from any error or negligent or wrongful act or omission of the Consultant or Consultant's officers, employees, agents, or sub Consultants. The Consultant's obligations apply regardless of whether or not a liability is caused or contributed to by the negligence (including passive negligence) or other act or omission of the Gateway Authority or any party indemnified under this Section. However, to the extent that liability is caused by the active negligence or willful misconduct of an indemnified party, the Consultant's indemnification obligation shall be reduced in proportion to the indemnified party's share of liability for its active negligence or willful misconduct, if any, but, the acceptance or approval of the Consultant's work or work product by the Gateway Authority or any of its directors, officers or employees shall not relieve or reduce the Consultant's liability. The provisions of this paragraph survive completion of the services or the termination of this

contract. The provisions of this Section are not limited by the provisions of Section 19 relating to insurance.

18. INSURANCE:

(a) Requirement. Consultant shall procure and maintain during the period of performance of this contract and for 24 months following completion, insurance from insurance companies authorized to do business in the State of California, as set forth in this section. These policies shall be primary insurance as to the Gateway Authority so that any other coverage held by the Gateway Authority shall not contribute to any loss under Consultant's insurance.

General liability: (with coverage at least as broad as ISO form CG 00 01 10 01) coverage in an amount not less than \$1,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

Automobile liability: (with coverage at least as broad as ISO form CA 00 01 10 01, for "any auto") coverage in an amount not less than \$1,000,000 per accident for personal injury, including death, and property damage.

Workers' compensation and employer's liability: coverage shall comply with the laws of the State of California, but not less than an employer's liability limit of \$1,000,000.

A deductible or retention may be utilized, subject to approval by the Gateway Authority.

(b) Endorsements. The insurance policies shall be endorsed as follows:

For the commercial general liability insurance, the Gateway Authority (including its directors, officers, employees, and agents) shall be named as additional insured, and the policy shall be endorsed with a form equivalent to ISO form CG 20 10 10 93, that contain the provisions required by this contract.

Consultant's insurance is primary to any other insurance available to the Gateway Authority with respect to any claim arising out of this Agreement. Any insurance maintained by the Gateway Authority shall be excess of the Consultant's insurance and shall not contribute with it. The Consultant's endorsement of insurance shall include a waiver of any rights of subrogation against the Gateway Authority, and its directors, officers, employees and agents.

Consultant's insurance will not be canceled, limited, amended, reduced in coverage amount, or allowed to expire without renewal until after 30 days' written notice has been given to the Gateway Authority, or after 10 days' written notice in the case of cancellation for non-payment of premium.

(c) Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by the Gateway Authority, which satisfies

the following minimum requirements: An insurance carrier admitted to do business in California and maintaining an agent for process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of "A-" or better and a financial size of "\$10 million to \$24 million (Class V) or better", or A Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for process in the state. Workers' Compensation and Employer's Liability shall be provided by an A-V rated carrier or by the California State Compensation Fund. If provided by a carrier other than California State Compensation Fund, Consultant shall provide proof of the carrier's A-V rating to Gateway Authority.

(d) Provision of Insurance Prior to Commencement of Services. Before commencing any services, Consultant shall furnish certificates of insurance and endorsements affecting coverage on forms provided by Gateway Authority, or on equivalent ISO forms that contain provisions required by this contract.

19. ACCIDENT REPORTS:

Consultant shall immediately report (as soon as feasible, but not more than 24 hours) to the Gateway Authority any accident or other occurrence causing injury to persons or property during the performance of this Contract. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

20. COVENANT AGAINST CONTINGENT FEES:

Consultant agrees that its firm has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this contract. For breach or violation of this provision, the Gateway Authority shall have the right to terminate this contract without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fees, gift, or contingent fee.

21. TERMINATION OR ABANDONMENT:

(a) Gateway Authority's Rights. The Gateway Authority has the right to terminate or abandon any portion or all of the work by giving 10 days' written notice. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to Gateway Authority all work product, whether completed or not, as of the date of termination and not otherwise previously delivered. The Gateway Authority shall pay Consultant for services performed in accordance with this contract before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which

according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by the Gateway Authority and Consultant for the portion of work completed in conformance with this contract before the date of termination. In addition, the Gateway Authority will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The Gateway Authority shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

(b) Consultant's Rights. Consultant, if Consultant is not in default or breach, may terminate Consultant's obligation to provide further services under this contract upon 30 days' written notice only in the event of a material default by the Gateway Authority, which default has not been cured within 30 days following the written notice.

22. SUCCESSORS OR ASSIGNS:

All terms, conditions, and provisions of this contract shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

23. DAMAGE OR LOSS OF EQUIPMENT OR FACILITIES:

(a) General Obligation. Consultant shall pay to the Gateway Authority the replacement cost of any equipment or repair cost of any facilities provided by the Gateway Authority for Consultant's use in performance of services that is lost or damaged by Consultant or Consultant's officers, employees, agents or sub consultants.

24. ELECTRONIC COMMUNICATIONS:

During the course of this contract, communications may occur through sending, receiving or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. Consultant and the Gateway Authority acknowledge that the Internet is occasionally victimized by the creation and dissemination of so-called viruses, or similar destructive electronic programs. Consultant and the Gateway Authority view the issues raised by these viruses seriously and have invested in document and e-mail scanning software that identify and reject files containing known viruses. Consultant agrees to update its system with the software vendor's most current releases at regular intervals. Because of the virus scanning software, the respective computer systems of the parties may occasionally reject a communication. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither party can guarantee that its respective communications and documents will be virus free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although each party will use all reasonable efforts to assure that its communications are virus free, neither party warrants that its documents will be virus free. Each party agrees to

advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

25. LAWS AND VENUE:

This contract and disputes arising out of or relating to the contract or the parties' relationship are governed by the laws of the State of California. Any action or proceeding arising out of or relating to the contract or the parties' relationship shall be brought in a state or federal court situated in the County of Los Angeles, State of California.

26. ADMINISTRATION:

(a) Consultant's principal place of business and agent for service of process. Consultant's principal place of business is _____. Consultant's agent for service of process is _____.

(b) Gateway Authority's Representative. The Gateway Authority's representative for administration of this contract is Grace J. Kast, who is the Executive Officer of the Gateway Authority. The Gateway Authority may change the Contract Manager at any time upon notice to the Consultant.

(c) Consultant's Representative. The Consultant's representative for administration of this contract is _____, who is designated as the Project Manager. The Consultant may change the Project Manager upon written notice to and approval by the Contract Manager.

(d) Notices. Any notice or instrument required to be given or delivered by law or this contract shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

The Gateway Authority
16401 Paramount Boulevard
Paramount, California 90723
Attn: Grace J. Kast, Executive Officer

Consultant:

Attn : _____ (Project Manager)

Either party may change the address or identity of the person for notices under this paragraph by written notice to the other delivered in accordance with this paragraph.

(e) Routine Administrative Communications. Routine administrative communication required to be in writing may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Consultant and Contract Manager.

27. INTEGRATION AND MODIFICATION:

This contract represents the entire understanding of the Gateway Authority and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This contract may not be modified, amended, or altered except in writing signed by the Gateway Authority and Consultant.

28. ADVICE OF COUNSEL:

The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. This contract shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the contract.

29. INDEPENDENT REVIEW:

Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

30. TIME:

Time is of the essence in this contract. Any reference to days means calendar days unless otherwise specifically stated.

31. ASSIGNMENT OF ANTI-TRUST CLAIMS:

The Consultant offers and agrees to assign to the Gateway Authority all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, services, or materials pursuant to the contract. This assignment shall become effective at the time the Gateway Authority tenders final payment to Consultant, without further acknowledgment by the parties. The Consultant shall have the rights set forth in Sections 4553 and 4554 of the Government Code.

32. TAXES:

The Consultant shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law for the execution of the work.

33. SIGNATURES:

The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this contract on the following date.

DATED: _____, 2011

The Gateway Authority

By: _____

Consultant:

By: _____

Approved as to form:
Steven L. Dorsey
General Counsel

By: _____