



CITY OF GARDENA

REQUEST FOR PROPOSALS

Design Services

RFP CPF-01

Prepared and Implemented by



NOTICE INVITING PROPOSALS
CITY OF GARDENA
DESIGN SERVICES – Aquatic & Senior Center
RFP No. CPF-01

NOTICE IS HEREBY GIVEN that the City of Gardena (City) is soliciting proposals for the provision of schematic layout plans and detailed furnishing specifications for its new Community Aquatic and Senior Center. Should a proposer need assistance in accessing available information about this opportunity please contact the Request for Proposal (RFP) representative through the contact information provided below.

DESCRIPTION OF WORK: The purpose of this notice is to invite you to submit a proposal to the City to develop schematic layout plans and detailed furnishing specifications as specified within the RFP.

OBTAINING RFP DOCUMENTS AND REGISTRATION AS A PROPOSER: Interested firms and individuals may obtain a copy of the RFP from the City's representative by contacting Rochelle Bridges at rbridges@mdg-ldm.com. It is critical that interested proposers obtain the RFP through the email process. When requesting the RFP, identify this project and provide your company name, address, contact person phone, and email address. Failure to officially register may result in not receiving addenda to the RFP. Failure to acknowledge addenda to the RFP may render your proposal as non-responsive.

PROPOSAL SUBMITTAL DEADLINE: Proposers shall submit their completed proposals by email to rbridges@mdg-ldm.com. Proposals must be received no later than 5:00 p.m., July 11, 2025 to be considered valid. Proposal submissions must be identified in the subject line of the email as "Proposal – City of Gardena – Design Services for Aquatic and Senior Center." Late proposals will be returned unopened. All other forms of proposal submission will not be accepted.

EVALUATION OF PROPOSALS AND AWARD OF CONTRACT: This solicitation has been developed in the RFP format. Accordingly, proposers should take note that multiple factors will be considered by the City in selecting the most qualified firm and awarding the contract.

PROPOSALS TO REMAIN OPEN: The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 90 calendar days from the due date of proposals. The receiving time in the City representative's email account will be the governing time for acceptability of Proposals.

FEDERALLY, STATE, AND LOCALLY ASSISTED PROJECT: This project is assisted in whole or in part with federal, state, and local funds including but not limited to funds from the U.S. Department of Housing and Urban Development (HUD), the State of California, and City local funds and is subject to all applicable federal, state, and local regulations required of this funding.

SUSPENSION AND DEBARMENT: Under the provisions of 2 CFR 200.14, non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. The regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or are ineligible for participation in Federal assistance programs or activities.

CONFLICT OF INTEREST: In the procurement of services, the federal Conflict of Interest provisions shall apply. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or

other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the City and MDG may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

PROJECT ADMINISTRATION: All questions regarding this RFP shall be prepared in writing and transmitted via email to the attention of Rochelle Bridges at rbridges@mdg-ldm.com. No inquiries will be accepted after 5:00 p.m. June 25, 2025. No phone inquiries will be accepted.

The City reserves the right to reject any and/or all proposal responses. The City is an Equal Opportunity Employer.

PRIMARY CONTACT: Rochelle Bridges at rbridges@mdg-ldm.com, (909) 476-9696, ext. 122.

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1. INTRODUCTION

1.1 Purpose

The City of Gardena ("City") is soliciting proposals from qualified firms to provide professional services for space planning and preparation of furnishing specifications for its new Community Aquatic and Senior Center. The selected firm will develop schematic layout plans and detailed furnishing specifications for interior and exterior areas of the facility, which is currently under construction.

1.2 Background

Project Background

The Community Aquatic and Senior Center is a new community-based all-inclusive aquatics center that provides a variety of features, which meet the needs of residents of all ages and demographics. This new facility will provide a wide range of opportunities for the public to enjoy using state-of-the-art design, equipment, and technology to ensure a clean, safe environment.

Once construction is complete, the City intends to use Community Project Funding (CPF) from the U.S. Department of Housing and Urban Development (HUD) to support the furnishing and equipping of the facility. This RFP is for professional services for space planning and preparation of furnishing specifications which will be paid for with CPF funds. However, this RFP is only for services related to the schematic layout and furnishing specifications. The actual purchase, delivery, and installation of the furnishings will be procured separately by the City.

MDG Associates, Inc. Overview

MDG Associates, Inc. (MDG) serves as the CPF Grant Administrator on behalf of the City for this activity. In fulfillment of this role, MDG will be facilitating compliance requirements for the City's procurement and contracting efforts under this RFP.

2. SCOPE OF SERVICES

2.1 Description of Services

The awarded firm shall provide the labor, supervision, management, equipment, tools, and supplies for the effective and efficient provision of services as required by this RFP and the contract agreement:

1. Project Kickoff and Site Visits:
 - a. Conduct initial meetings with City staff and project stakeholders.
 - b. Tour the facility to assess space programming needs
2. Stakeholder Engagement:
 - a. Facilitate interviews and/or small group meetings with key staff and stakeholders to understand operational needs and design preferences
3. Space Planning:

- a. Develop a space utilization plan to determine appropriate furniture needs by area (see Exhibit A for site and floor plans)
 - b. Produce schematic layouts for the following areas:
 - i. **Indoor:** Lobby, reception, offices, conference rooms, program classrooms, break room, custodial closets, storage areas, kitchen, pantry, locker rooms
 - ii. **Outdoor:** public patio and enclosed patio
4. Furnishing Specifications:
 - a. Prepare a detailed Furnishing Specifications List by room/area
 - b. Include product descriptions, dimensions, recommended quantities, finishes, and performance standards (if applicable)
 - c. Ensure compliance with ADA accessibility, durability, and safety standards for public use
5. Deliverables:
 - a. Schematic layout plans for each space (PDF and CAD or other editable format)
 - b. Draft and final Furnishing Specifications List
 - c. Summary report of space planning rationale and stakeholder input

All deliverables must be completed and submitted to the City no later than thirty (30) calendar days from the date of contract award.

NOTE: The City will manage a separate procurement for the purchase, delivery, and installation of the furnishings.

3. Proposal Evaluation

3.1 Minimum Qualifications

Listed below are the minimum requirements Proposers must meet to be eligible for consideration:

1. Have adequate staff, equipment, technical, and financial resources for performance, or have the ability to obtain such resources that are required for performance, including a demonstrated ability to meet work schedule time frames and deliverables.
2. Have a satisfactory record of performance.
3. The awardee will be required to comply with all the terms and conditions set forth in the City's Professional Services Agreement (see Exhibit B for sample) including all insurance requirements. Any exceptions from these terms and conditions must be specified in the proposal, and any exception may be a basis for rejection of the proposal for further consideration.

4. Proposals must be straightforward, clear, concise, and responsive to the RFP's requested information. For proposals to be deemed complete, proposers must provide all requested information.
5. Meet the minimum experience requirement of five (5) years providing services equivalent to those being requested in the RFP.
6. Not have been debarred by the Federal, State or any local government. The prospective vendor must certify that neither it nor its "principals" as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency as defined at 49 CFR 29.940 and 29.945. The contractor must comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
7. Proposer will be required to request and possess at the time of contract execution, a valid Unique Entity ID (UEI) from SAM.gov.
8. Qualified to conduct business with the City.

3.2 Proposal Submission Deadline

The deadline for the receipt of valid email submissions of proposals by the City is 5:00 p.m., July 11, 2025. Proposals must be submitted via email to rbridges@mdg-ldm.com, and must be identified in the subject line of the email as "Proposal – City of Gardena – Design Services for Aquatic and Senior Center."

3.3 Evaluation Criteria

Proposals will be evaluated by the City based on a methodology which measures the most advantageous balance of price, quality, service, performance, and other elements as defined by the City. The proposal evaluators will examine each proposal to determine, through the application of uniform criteria, the ability of each Proposer to meet the City's requirements. For the purposes of this RFP, proposal responses will be evaluated using the following criteria, listed in relative order of importance:

METRIC	EVALUATION VALUE
1. Pricing <ul style="list-style-type: none"> Are proposed prices competitive compared to similar services in the marketplace? Are there any hidden costs or fees that may affect overall cost. 	50%
2. Proposer Experience in Providing Similar Services <ul style="list-style-type: none"> Does the proposer have relevant experience in providing similar services to those requested under this RFP? Did the proposer provide a list of previous projects or a list of references that demonstrate experience with similar services? 	30%

METRIC	EVALUATION VALUE
<ul style="list-style-type: none"> Are the proposer's staff adequate to perform the required services and trained in their respective roles as they relate to the provision of the requested RFP services? The proposer's past performance under similar contracts, if applicable. Does the proposer have a valid Unique Entity ID issued by the U.S. General Services Administration and does not appear on the federal debarred list. 	
3. Experience in Working with Governmental Entities <ul style="list-style-type: none"> Does the proposer have experience working with governmental entities. 	10%
4. Reference Responses <ul style="list-style-type: none"> Do reference responses support the proposer's experience declarations relative to providing similar services for projects of similar scale. Do testimonials or feedback from previous clients support the proposer's customer service claims. 	10%

Proposals will be evaluated by a committee comprised of the City and MDG representatives. Their determination regarding the evaluation of proposals and the assignment of rating values shall be final.

4. Bid Proposal Preparation and Submission

4.1 Proposal Terms and Conditions

It is the responsibility of each proposer to be familiar with all of the specifications, terms, and conditions of the RFP. By the submission of a proposal, the proposer certifies that if awarded a contract, the proposer will make no claim against the City, or its agents or representatives based upon ignorance of or misunderstanding of the specifications.

For prospective proposers to receive any RFP addenda or notifications, it is critical that the RFP be received directly from MDG, so that all recipients can be registered.

Each proposer shall submit its proposal with the understanding that following the completion of negotiations, the proposal will become a part of the official file on this matter and shall be subject to disclosure, if requested by a member of the public.

By submitting a proposal, each proposer certifies that all statements in its proposal are true. This constitutes a warranty, the falsity of which shall include the right, at the City's option, to declare any contract made, as a result thereof, null and void.

Proposals shall be completed, executed, and submitted in accordance with the instructions of this RFP. If a proposal is not submitted in the format specified in this RFP, it may be rejected, unless the

City determines that the nonconformity is either a minor irregularity or that the defect or variation in the proposal is immaterial or inconsequential. The City may give the proposer an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or may waive such deficiency, whichever is most advantageous to the City. The waiver of such irregularities shall be made only when, in the judgement of the City, such action will not negate fair competition and will permit proper comparative evaluation of submitted Proposals. The City's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse a proposer from full compliance with RFP requirements in the event a contract is awarded to that proposer.

The City reserves the right to reject any proposal in which the information submitted fails to satisfy the requirements of this RFP and/or the Proposer is unable to provide the information or documentation within the period requested. Any submitted proposal that fails to comply with the requirements of this RFP will be considered non-responsive and will not be evaluated or eligible for the award of any subsequent contract.

The City reserves the right to request and obtain information and/or financial documentation from the proposer, external third-party firms, or references, and to investigate the qualifications of any proposer under consideration for contract award, that it deems necessary to verify and document the proposer's qualifications and ability to successfully meet the requirements of this RFP. The City's determination of a proposer's capacity and responsibility, for the purposes of this RFP, shall be final.

The City shall not be obligated to accept the lowest priced proposal and will make an award based upon the evaluation criteria established in this RFP.

Prices offered by proposers in their proposals are an irrevocable offer for the term of the initial contract, and any approved contract extensions will be based on a negotiated pricing structure. The awarded proposer agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded proposer for implementation of their proposal.

All proposals shall remain firm for ninety (90) days following the closing date for the receipt of submittals.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.

Each Proposer must include in its proposal a complete disclosure of any alleged, prior, or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based on the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones, or other contractual failures.

The City reserves the right to take one or more of the following actions, when determined to be in the best interest of the City:

1. To accept or reject in whole or in part any or all proposals received prior to contract award.
2. To cancel this RFP in whole or in part without prior notice. The City may at its discretion issue a solicitation for new proposals.
3. To correct any arithmetic errors in any or all proposals submitted.
4. To negotiate the modification of proposed prices and/or terms and conditions with the proposer offering the best value to the City, prior to the execution of an Agreement.
5. To disqualify a proposal upon evidence of collusion with the intent to defraud or other illegal practices on the part of the proposer.

4.2 Conflict of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the City, or MDG may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

4.3 Proposer's Questions

Questions regarding the RFP must be submitted exclusively by email to rbridges@mdg-ldm.com by 5:00 pm on Wednesday, June 25, 2025. Except for questions that might render the award of this contract invalid, the City will not respond to any questions submitted after this time.

The City will issue an addendum to the RFP to post any questions received, along with written responses, and will email the addendum to all known RFP holders. Regardless of the source, oral explanations, or instructions with respect to the RFP shall not be binding; only written addenda may be relied upon. Failure of a proposer to request interpretation or clarification shall constitute a waiver of any claim arising out of or related to a discrepancy or unclear intent of the RFP.

4.4 Cost of Developing the Proposal

The City is not liable for any costs incurred by prospective proposers in the preparation of a proposal in response to this RFP, in presentation of the proposal or any other activities related to responding to this RFP. All costs incurred in the preparation of a proposal are the sole responsibility of each proposer and will not be reimbursed by the City.

4.5 Proposal Content

Complete proposals must include all of the following:

DOCUMENTS	DESCRIPTION
Attachment "A"	Proposer Information
Attachment "B"	Contact Information for Similar Contracts / References
Attachment "C"	Authorization Certification
Attachment "D"	Proposal Pricing reflecting the proposer's pricing for all listed items. All pricing is to be "fully loaded cost" reflecting the direct cost of services plus all applicable indirect charges and overhead

4.6 Successful Proposal as Part of Contract Services

Proposals received in response to this solicitation, at the City's discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, proposers are advised that, if successful, they will be held responsible for the levels of services proposed at the funding levels quoted. The City reserves the right to negotiate modifications or revisions to any awarded contract.

4.7 Other Requirements

To contract with the City, the proposers must meet the following requirements:

1. Provide the City with its federal Tax Identification Number (TIN) or Social Security Number (SSN).
2. Comply with all Federal, State, and local laws, rules, regulations, and policies, including but not limited to:
 - a. Standard contract language of the City; and,
 - b. Insurance coverage to include worker's compensation, general liability, auto liability and professional liability as required under the contractual agreement with the City.
3. Possess a valid Unique Entity Identifier (UEI) assigned by SAM.gov (The System for Award Management), an official website of the U.S. General Services Administration, and not have been debarred by any Federal, State or any local government.
4. Must not be in violation of the City's Conflict of Interest policies.

4.8 Protest/Appeal Process

The City will post a notice of the Intent to Award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who submitted a proposal.

The following procedure is provided in the event that a proposer wishes to protest the RFP process or appeal the recommendation to award a contract for a proposer.

Only a proposer who has submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A proposer may not rely on the protest submitted by another proposer but must pursue its own protest.

Any protest must be submitted in writing by email to rbridges@mdg-ldm.com. The protest must be submitted before 5:00 p.m. (PST) of the fifth (5th) business day following the date of the Notice of Award.

The protest must contain a complete statement of the basis for the protest. The protest must include the name, address, telephone number and e-mail address of the person representing the protesting party. The procedure and time limits are mandatory and are the proposer's sole and exclusive remedy in the event of a bid protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

Upon receipt of written protest/appeal, the City in conjunction with MDG will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise of an appeal/protest decision within five (5) business days of receipt of the appeal/protest.

4.9 Public Records Access

Proposers should be aware that submitted proposals are subject to the California Public Records Act (Government Code Section 7920, et seq.) and are subject to public inspection and disclosure upon request. It is the responsibility of the proposers to clearly identify information in their proposals that they consider to be "confidential" under the California Public Records Act. To the extent that the City agrees with such designation, the City will use reasonable means to ensure that such confidential information is safeguarded but will not be held liable for inadvertent disclosure of such materials, data, and information. All other information will be considered public.

Proposals marked "confidential" in their entirety will not be honored, and the City will not deny public disclosure of all, or any portion of such proposals so marked. By submitting information with portions marked "confidential", the proposer represents it has a good faith belief that such material is exempt from disclosure under the California Public Records Act and agrees to reimburse the City for, and to indemnify, defend and hold harmless the City, its officials, officers, employees and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, (collectively, "Claims") arising from or relating to the City's non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order. Additionally, the City may request that the proposer directly defend any action for disclosure of any information marked "confidential."

All information regarding the proposals will be held as confidential until such time as the Review Committee has completed its evaluation and, or if, contract negotiations are complete.

4.10 Award of Contract

The City reserves the right to reject any and all Proposals. A formal contract award is anticipated for the best overall proposer as determined by the Evaluation Committee as a result of this RFP. The City reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP, which does not affect the funding request, or gives one party an advantage or benefit not enjoyed by the other parties or adversely impacts the interest of the City. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements if the party is awarded the contract.

The selected proposer shall be required to submit all deliverables within thirty (30) calendar days of the effective contract award date, unless otherwise approved in writing by the City.

4.11 RFP Timeline

MILESTONE	DATE and TIME
Release of published RFP	June 16, 2025
Deadline for receiving questions	June 25, 2025
Deadline for RFP question responses to be provided by the City	June 27, 2025
Deadline for Submission of Proposals	July 11, 2025
Review Committee evaluates and ranks proposals	July 18, 2025
Notice of Intent to Award (Tentative)	July 18, 2025
Deadline for Submission of Protests/Appeals (Tentative)	July 25, 2025
Contract Executed (Tentative)	July 25, 2025
Deadline for Submission of Deliverables	August 25, 2025

5 General Terms & Conditions and Contract Documents

5.1 Partial Contract Terms & Conditions

1. The awarded proposer will be the sole point of contract responsibility. The City will look solely to the awarded proposer for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded proposer shall not be relieved for the non-performance of any or all subcontractors.
2. The awarded proposer will be required to submit all deliverables within thirty (30) calendar days of the effective contract date, unless otherwise approved in writing by the City.

3. The awarded proposer must maintain, for the duration of its contract, insurance coverage as required by the City. Work on the contract shall not begin until after the awarded proposer has submitted acceptable evidence of the required insurance coverage. As a condition precedent to the effectiveness of this contract, the awarded proposer shall procure and maintain, at awarded proposer's expense, insurance issued by an insurance company that is admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A- :VII, unless otherwise approved by the City. The awarded proposer shall maintain the types of coverage and limits indicated below:
 - a. Commercial general liability insurance naming the City and its officials, employees, and agents as additional insureds and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of activities or work performed by or on behalf of the awarded proposer in an amount not less than One Million Dollars (US \$1,000,000) per occurrence. Such insurance shall not exclude coverage for liability resulting from cross liability protection.
 - b. Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per claim. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City and its insurers, officials, employees, and agents.
 - c. Commercial automobile liability insurance equivalent in coverage scope to Insurance Services Office form CA 001, including symbol 1 (any auto) with no special limitations affecting the City. The limit for bodily injury and property damage liability shall be no less than One Million Dollars (US \$1,000,000) per accident.
 - d. Professional errors and omissions policy with minimum limits of One Million Dollars (US \$1,000,000) per claim and aggregate.

Any self-insurance program or self-insurance retention must be approved separately in writing by the City and shall protect the City and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to the City, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City.

The awarded proposer shall deliver to the City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Managers determine that "Occurrence" policies are not available in the market for the risk being insured. If a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit the awardee's liability relating to performance under this contract. The City reserve the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of the contract.

4. The City requires all businesses operating under a contract to obtain a City of Gardena business license, and to maintain the license for the entire term of the agreement.
5. Awarded proposer shall indemnify, protect and hold harmless the City, its Council, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) awarded proposer's breach or failure to comply with any of its obligations contained in the Contract, including any obligations arising from the awarded proposer's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code Section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Awarded Contractor, its officers, employees, agents, subcontractors, or anyone under Awarded Contractor's control, in the performance of work or services under the Contract (collectively "Claims" or individually "Claim").
6. Termination for Convenience – the City may terminate the contract, in whole or in part, at any time by written notice to the awarded proposer when it is in the City's best interest. The awarded proposer shall be paid its costs, including contract close-out costs on work performed up to the time of termination. The awarded proposer shall promptly submit its termination claim to the City to be paid. If the awarded proposer has any property in its possession belonging to the City, the awarded proposer will account for the same and provide such property to the City in the manner that the City directs.

Termination for Default - If the awarded proposer does not deliver goods or services in accordance with the contract delivery schedule, or if the awarded proposer fails to perform in the manner called for in the contract, or if the awarded proposer fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the awarded proposer is in default. The awarded proposer will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the awarded proposer, the City, after setting up a new delivery of performance schedule, may allow the awarded proposer to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure – the City, in its sole discretion may, in the case of a termination for breach or default, allow the awarded proposer fourteen (14) days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If the awarded proposer fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of the Contract within ten (10) days after receipt by awarded proposer of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the contract without any further obligation to awarded proposer. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against awarded proposer and its sureties for said breach or default.

Waiver of Remedies for any Breach - In the event that the City elects to waive its remedies for any breach by awarded proposer of any covenant, term or condition of the contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other covenant, term, or condition of the contract.

7. In addition to awarded proposer's duty to indemnify, awarded proposer shall have a separate and wholly independent duty to defend Indemnified Parties at Awarded Contractor's expense by legal counsel approved by the City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of the awarded proposer shall be required for the duty to defend to arise. The City shall notify the awarded proposer of any Claim, shall tender the defense of the Claim to Awarded Contractor, and shall assist Awarded Contractor, as may be reasonably requested, in the defense.
8. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, awarded proposer's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
9. Any requests for reasonable price adjustments must be submitted 60 days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be justified based upon verifiable criteria such as a market analysis conducted by the City, or the Consumer Price Index, US City Averages, or other relevant indices.
10. If the awarded proposer elects to use subcontractors, the awarded proposer agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as the awarded proposer.
11. If the Awarded Contractor elects to use subcontractors, the Awarded Contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.
12. The provisions of this section shall survive the expiration or termination of the Contract.

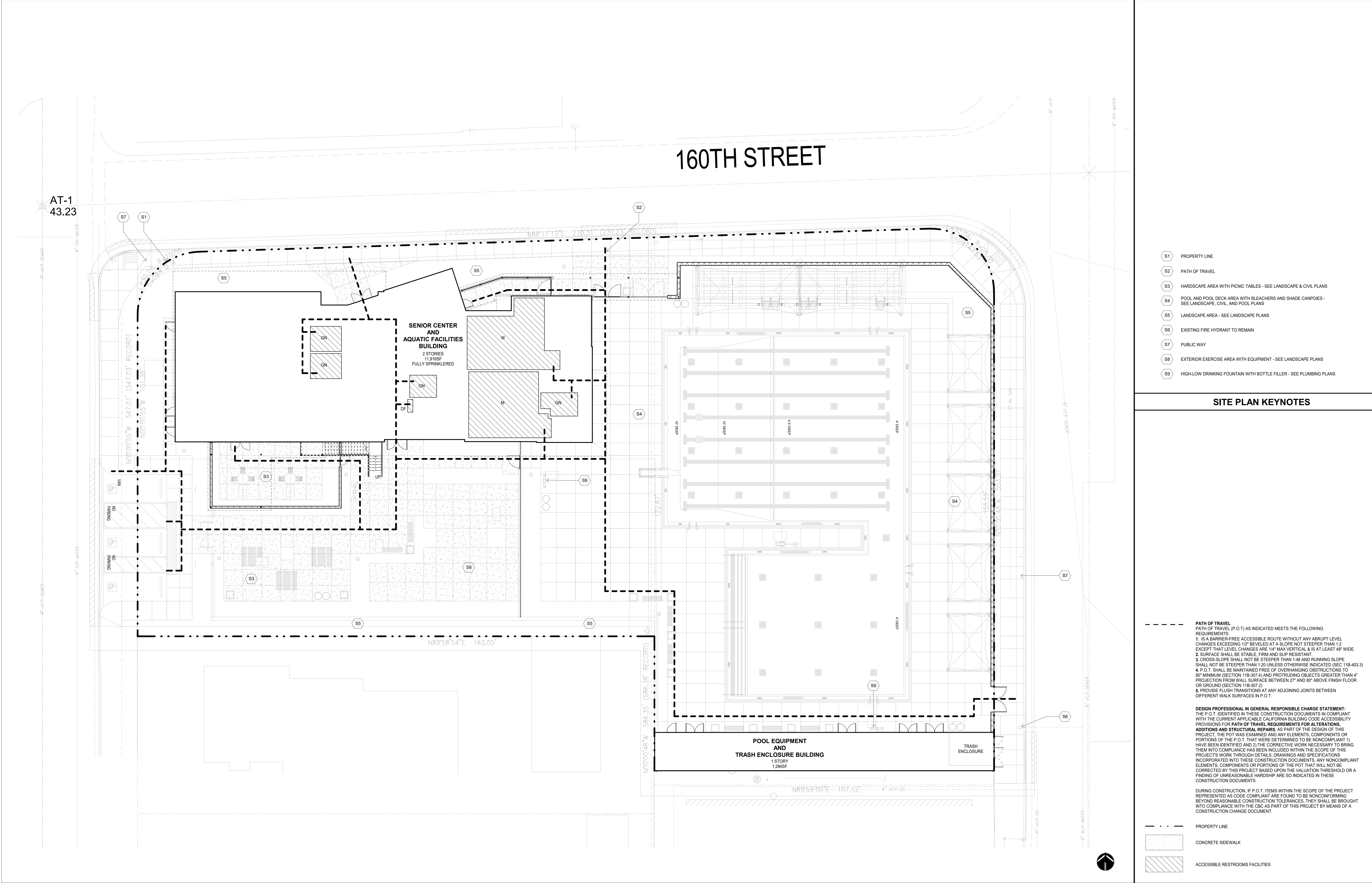
6 Contact Information

6.1 Inquiry Contact

Inquiries regarding the contents of this RFP or the project should be directed to Rochelle Bridges at rbridges@mdg-ldm.com, or (909) 476-9696, x122.

**Exhibit
A**

Site and Floor Plans



- S1 PROPERTY LINE
- S2 PATH OF TRAVEL
- S3 HARDSCAPE AREA WITH PICNIC TABLES - SEE LANDSCAPE & CIVIL PLANS
- S4 POOL AND POOL DECK AREA WITH BLEACHERS AND SHADE CANPOIES - SEE LANDSCAPE, CIVIL, AND POOL PLANS
- S5 LANDSCAPE AREA - SEE LANDSCAPE PLANS
- S6 EXISTING FIRE HYDRANT TO REMAIN
- S7 PUBLIC WAY
- S8 EXTERIOR EXERCISE AREA WITH EQUIPMENT - SEE LANDSCAPE PLANS
- S9 HIGH-LOW DRINKING FOUNTAIN WITH BOTTLE FILLER - SEE PLUMBING PLANS

SITE PLAN KEYNOTES

PATH OF TRAVEL
PATH OF TRAVEL (P.O.T.) AS INDICATED MEETS THE FOLLOWING REQUIREMENTS:
1. IS A BARRIER-FREE ACCESSIBLE ROUTE WITHOUT ANY ABRUPT LEVEL CHANGES EXCEEDING 1/2" BEVELED AT A SLOPE NOT STEEPER THAN 1:2 EXCEPT THAT LEVEL CHANGES ARE 1/4" MAX VERTICAL & IS AT LEAST 48" WIDE.
2. SURFACE SHALL BE STABLE, FIRM AND SLIP RESISTANT.
3. CROSS-SLOPE SHALL NOT BE STEEPER THAN 1:48 AND RUNNING SLOPE SHALL NOT BE STEEPER THAN 1:20 UNLESS OTHERWISE INDICATED (SEC 11B-403.3)
4. P.O.T. SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM (SECTION 11B-307.4) AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL SURFACE BETWEEN 27" AND 80" ABOVE FINISH FLOOR OR GROUND (SECTION 11B-307.2)
5. PROVIDE FLUSH TRANSITIONS AT ANY ADJOINING JOINTS BETWEEN DIFFERENT WALK SURFACES IN P.O.T.

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT:
THE P.O.T. IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS IN COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS AND STRUCTURAL REPAIRS, AS PART OF THE DESIGN OF THIS PROJECT, THE POT WAS EXAMINED AND ANY ELEMENTS, COMPONENTS OR PORTIONS OF THE P.O.T. THAT WERE DETERMINED TO BE NONCOMPLIANT 1) HAVE BEEN IDENTIFIED AND 2) THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NONCOMPLIANT ELEMENTS, COMPONENTS OR PORTIONS OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED UPON THE VALUATION THRESHOLD OR A FINDING OF UNREASONABLE HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS.

DURING CONSTRUCTION, IF P.O.T. ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT ARE FOUND TO BE NONCONFORMING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THEY SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT.

- PROPERTY LINE
- CONCRETE SIDEWALK
- ACCESSIBLE RESTROOMS FACILITIES

SITE PLAN

3/32" = 1'-0"

1

SITE PLAN LEGEND

CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING
SITE PLAN
COMMUNITY AQUATICS & SENIOR CENTER
A1.0

NO.	DESCRIPTION	DATE	APPROVED
1	90% CD SUBMITTAL	12/15/2022	
2	100% CD SUBMITTAL	05/01/2023	
3	FINAL SUBMITTAL	04/30/2023	

DESIGNED BY: **AP/HC** DATE: 04/25/2022
DRAWN BY: **HC** DATE: 04/25/23
CHECKED BY: **DB** DATE: 04/25/23

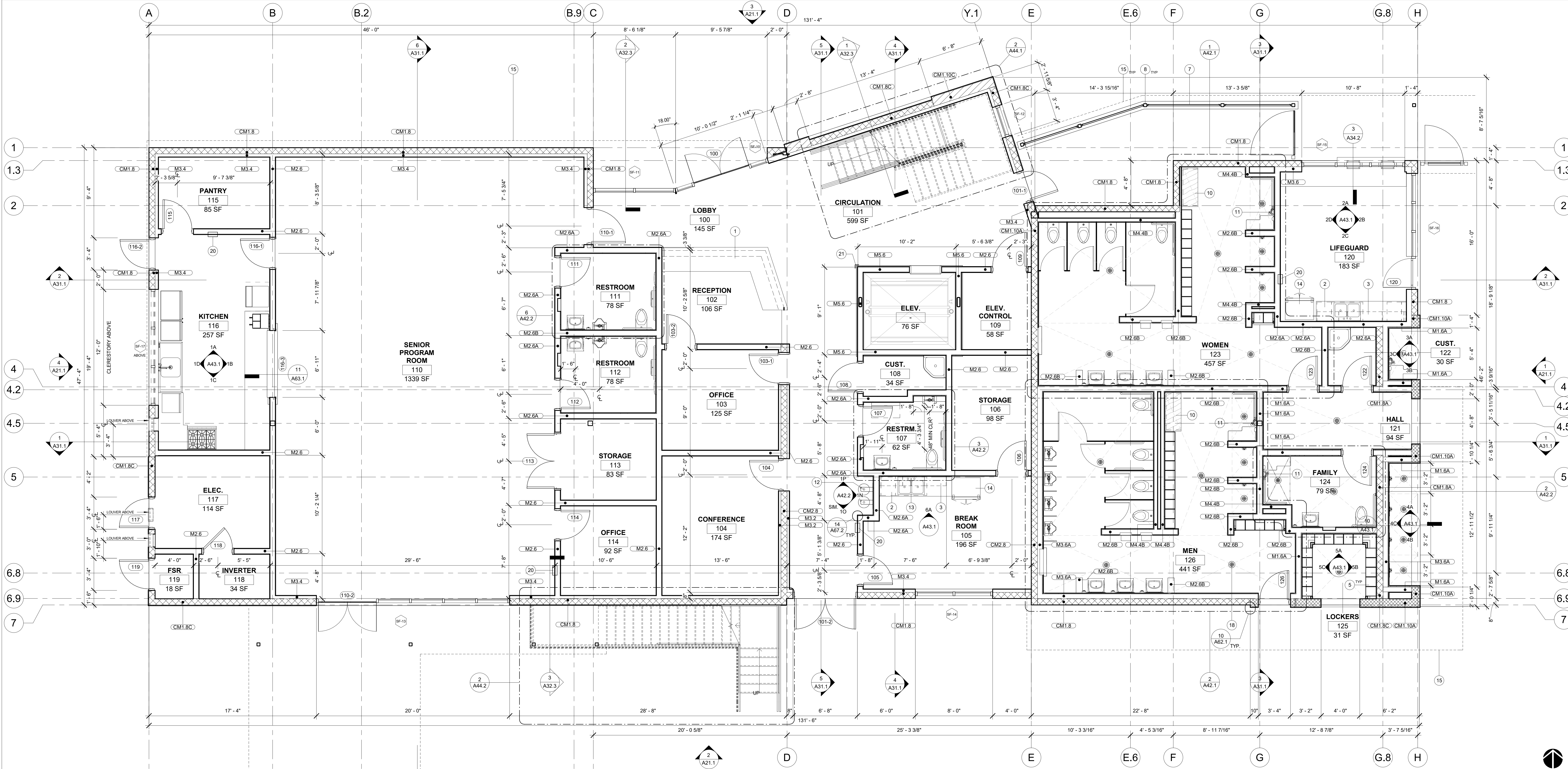
APPROVED BY: **AP/HC** DATE: 04/25/2022
APPROVED BY: **DB** DATE: 04/25/23
SHEET: **44** OF **195** DWG. NO. **5-2606**

PREPARED BY:

8 HUTTON CENTRE DR, SUITE 1150
SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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FIRST FLOOR PLAN 1/4" = 1'-0" 1

- 1 SOLID SURFACE COUNTERTOP, SEE FINISH PLAN AND SPECS.
- 2 BASE PLASTIC LAMINATE MILLWORK, SEE DETAILS AND SPECS.
- 3 UPPER PLASTIC LAMINATE MILLWORK, SEE DETAILS AND SPECS.
- 4 FILLER PANEL @ SIDES OF CASEWORK, TYP.
- 5 PHENOLIC LOCKERS, SEE DETAILS AND SPECS.
- 6 9'-0" TALL STC S2 OPERABLE PARTITION
- 7 12" WIDE 42" TALL CMU WALL, PER LANDSCAPE
- 8 4" HSS TUBE STEEL POSTS, PAINTED
- 9 STEEL GUARDRAIL, PAINTED
- 10 ADA LOCKER ROOM BENCH
- 11 ADA SHOWER, FOR MOUNTING HEIGHTS SEE 1 / A67.2
- 12 DRINKING FOUNTAIN, FOR MOUNTING SEE 2 / GEN-5 & 8 / A67.1
- 13 ACCESSIBLE SINK
- 14 REFRIGERATOR, SEE SPECS, CFCI
- 15 OVERHEAD LINES
- 16 GLULAM COLUMNS STANE GRADE WITH MARINE GRADE VARNISH
- 17 ROOF ACCESS LADDER
- 18 FLOOR DRAIN, SEE PLUMBING PLANS
- 19 EXTERIOR SHOWER WITH OVERHEAD COVER
- 20 FIRE EXTINGUISHER CABINET 3 / A65.1
- 21 STAINLESS STEEL CORNER GUARD, TYPICAL (QUANTITY 30 TOTAL)

FLOOR PLAN LEGEND

30"x48" CLR.
30"x48" MIN. ACCESSIBLE WHEELCHAIR CLEAR FLOOR SPACE
60" MIN. ACCESSIBLE WHEELCHAIR CLEAR TURNING SPACE

8" CMU WALL PER SHEET A61.1
10" CMU WALL PER SHEET A61.1
12" CMU WALL PER SHEET A61.1
METAL STUD WALL PER SHEET A61.1
RETAINING WALL - SEE STRUCT. DWGS. FOR ADDL. INFO.
WALL TYPE ANNOTATIONS, SEE SHEET A61.1 FOR DETAILS
NUMBER INDICATES DOOR PER SCHEDULE, REFER TO SHEET A52.1
NUMBER INDICATED STOREFRONT PER SCHEDULE, REFER TO SHEET A52.2
F.E. FIRE EXTINGUISHER CABINET PER DET. 3/A65.1

FLOOR PLAN GENERAL NOTES:
1. ALL DIMENSIONS ARE TO CENTERLINE OF THE GRID LINES AND/OR TO THE FACE OF STUDS, U.N.O.
2. UNLESS NOTED OTHERWISE, ALL WALLS ARE FULL HEIGHT.
3. REFER TO SHEET GEN-4 FOR TYPICAL ACCESSIBILITY REQUIREMENTS AND DIMENSIONS.
4. REFER TO ENLARGED PLANS FOR DIMENSIONS AND CALLOUTS NOT SHOWN HERE.

FLOOR PLAN KEYNOTES

FLOOR PLAN LEGEND

CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING
FIRST FLOOR PLAN
COMMUNITY AQUATICS & SENIOR CENTER
A11.2

REVISIONS

NO.	DESCRIPTION	DATE	APPROVED
1	90% CD SUBMITTAL	12/15/2022	
2	100% CD SUBMITTAL	05/01/2023	
3	FINAL SUBMITTAL	04/30/2023	

DESIGNED BY AP/HC 04/25/2022
DRAWN BY HC 04/29/23
CHECKED BY DB 04/29/23

APPROVED BY:
SHE. 47 OF 195
DWG. NO. 5-2606

PREPARED BY:
8 HUTTON CENTRE DR, SUITE 1150
SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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CITY OF GARDENA
INCORPORATED 1950

REGISTERED ARCHITECT
ROBERT M. GARDNER
STATE OF CALIFORNIA
No. C-17881
Jan. 31, 2025

- 30"x48"
CLR.
- 30"x48" MIN. ACCESSIBLE
WHEELCHAIR CLEAR FLOOR
SPACE
- 60" MIN.
CLR.
- 60" MIN. ACCESSIBLE WHEELCHAIR
CLEAR TURNING SPACE
- 8" CMU WALL PER SHEET A61.1
- 10" CMU WALL PER SHEET A61.1
- 12" CMU WALL PER SHEET A61.1
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- RETAINING WALL - SEE STRUCT. DWGS. FOR ADDL. INFO.
- WALL TYPE ANNOTATIONS, SEE SHEET
A61.1 FOR DETAILS
- NUMBER INDICATES DOOR PER SCHEDULE,
REFER TO SHEET A62.1
- NUMBER INDICATED STOREFRONT PER SCHEDULE,
REFER TO SHEET A62.2
- FIRE EXTINGUISHER CABINET PER DET. 3/A65.1

CITY OF GARDENA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING

SECOND FLOOR PLAN

COMMUNITY AQUATICS & SENIOR CENTER

FILE PATH: C:\Users\dbo\w\Documents\Gordeno_Community Pool and Senior Center_dbao\w\src\collects.com\w\

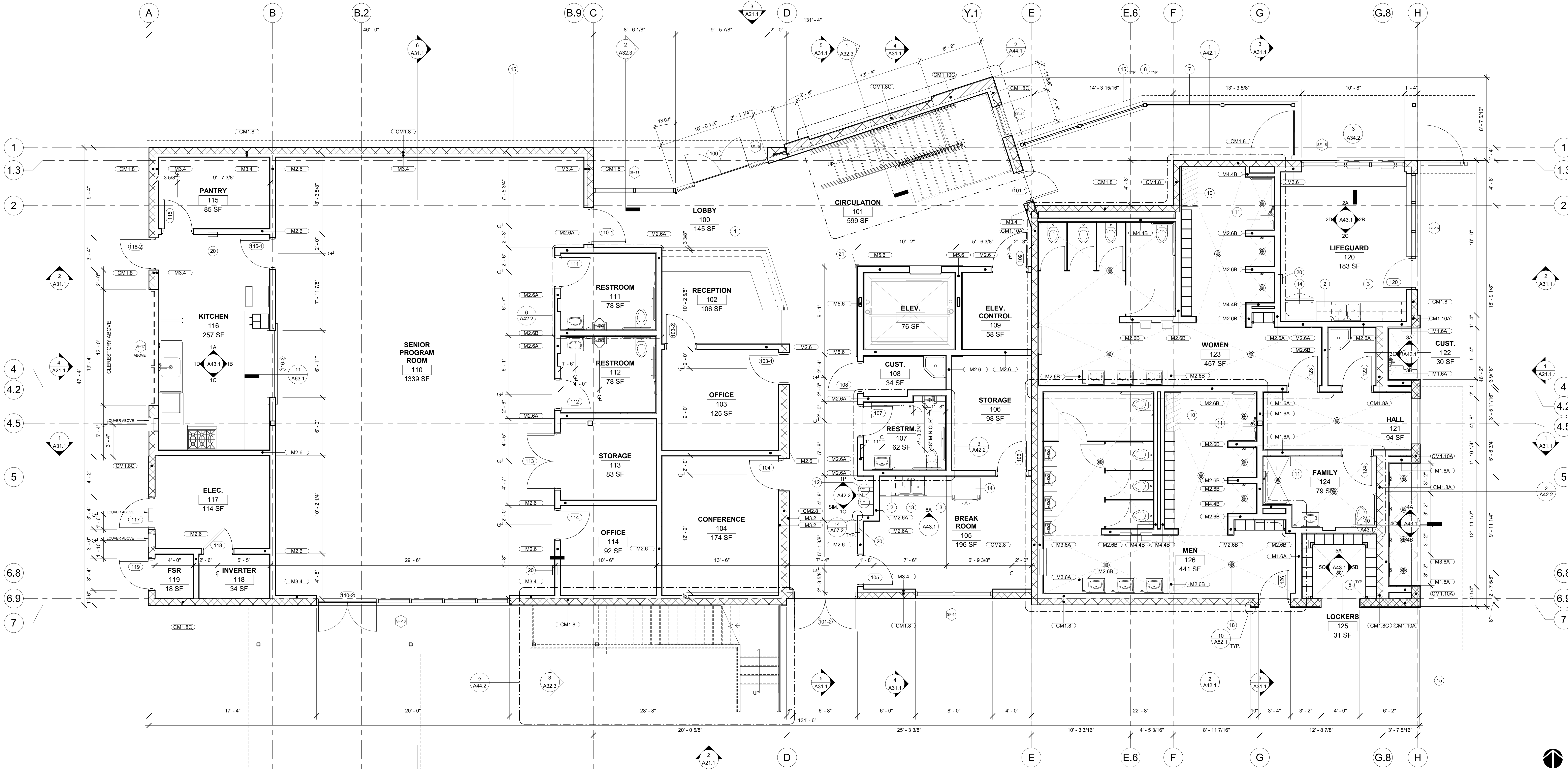
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ARCHITECTS

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B.M.: THE CITY OF GARDENA BENCHMARK NO. 5D-15 ELEV. = 43.508'			

	INITIAL	DATE	APPROVED BY:	
DESIGNED BY	AP/EC	05/25/2022		
DRAWN BY	NC	04/20/23		
CHECKED BY	DB	06/29/23	APPROVED BY:	DIRECTOR OF PUBLIC WORKS
			SHT. 48 OF 195	DWG. NO. 5-2606



FIRST FLOOR PLAN 1/4" = 1'-0" 1

- 1 SOLID SURFACE COUNTERTOP, SEE FINISH PLAN AND SPECS.
- 2 BASE PLASTIC LAMINATE MILLWORK, SEE DETAILS AND SPECS.
- 3 UPPER PLASTIC LAMINATE MILLWORK, SEE DETAILS AND SPECS.
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- 14 REFRIGERATOR, SEE SPECS, CFCI
- 15 OVERHEAD LINES
- 16 GLULAM COLUMNS STANE GRADE WITH MARINE GRADE VARNISH
- 17 ROOF ACCESS LADDER
- 18 FLOOR DRAIN, SEE PLUMBING PLANS
- 19 EXTERIOR SHOWER WITH OVERHEAD COVER
- 20 FIRE EXTINGUISHER CABINET 3 / A65.1
- 21 STAINLESS STEEL CORNER GUARD, TYPICAL (QUANTITY 30 TOTAL)

- 30"x48" CLR.
- 30"x48" MIN. ACCESSIBLE WHEELCHAIR CLEAR FLOOR SPACE
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- RETAINING WALL - SEE STRUCT. DWGS. FOR ADDL. INFO.
- WALL TYPE ANNOTATIONS, SEE SHEET A61.1 FOR DETAILS
- 101 NUMBER INDICATES DOOR PER SCHEDULE, REFER TO SHEET A52.1
- 1 NUMBER INDICATED STOREFRONT PER SCHEDULE, REFER TO SHEET A52.2
- F.E. FIRE EXTINGUISHER CABINET PER DET. 3/A65.1

FLOOR PLAN GENERAL NOTES:
1. ALL DIMENSIONS ARE TO CENTERLINE OF THE GRID LINES AND/OR TO THE FACE OF STUDS, U.N.O.
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4. REFER TO ENLARGED PLANS FOR DIMENSIONS AND CALLOUTS NOT SHOWN HERE.

FLOOR PLAN KEYNOTES

FLOOR PLAN LEGEND



PREPARED BY:
8 HUTTON CENTRE DR, SUITE 1150
SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM
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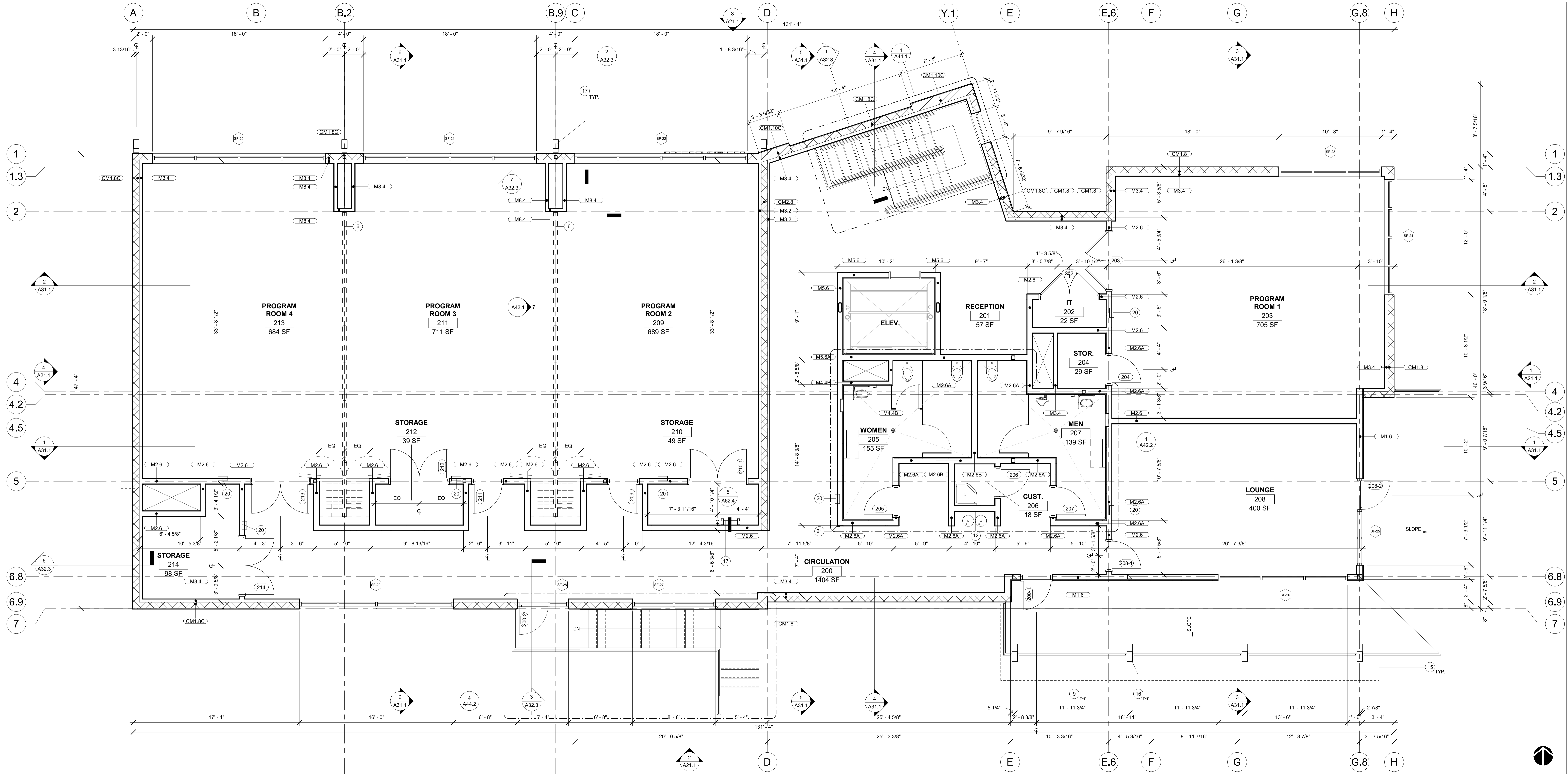


REVISIONS			
NO.	DESCRIPTION	DATE	APPROVED
1	90% CD SUBMITTAL	12/15/2022	
2	100% CD SUBMITTAL	05/01/2023	
3	FINAL SUBMITTAL	04/30/2023	

CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING
FIRST FLOOR PLAN
COMMUNITY AQUATICS & SENIOR CENTER
A11.2

DESIGNED BY: AP/HC 04/25/2022
DRAWN BY: HC 04/29/23
CHECKED BY: DB 04/29/23

APPROVED BY: DIRECTOR OF PUBLIC WORKS
SHT. 47 OF 195 DWG. NO. 5-2606



SECOND FLOOR PLAN 1/4" = 1'-0" 1

- 1 SOLID SURFACE COUNTERTOP, SEE FINISH PLAN AND SPECS.
- 2 BASE PLASTIC LAMINATE MILLWORK, SEE DETAILS AND SPECS.
- 3 UPPER PLASTIC LAMINATE MILLWORK, SEE DETAILS AND SPECS.
- 4 FILLER PANEL @ SIDES OF CASEWORK, TYP.
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- RETAINING WALL - SEE STRUCT. DWGS. FOR ADD'L. INFO.
- WALL TYPE ANNOTATIONS, SEE SHEET A61.1 FOR DETAILS
- NUMBER INDICATES DOOR PER SCHEDULE, REFER TO SHEET A52.1
- NUMBER INDICATED STOREFRONT PER SCHEDULE, REFER TO SHEET A52.2
- F.E. FIRE EXTINGUISHER CABINET PER DET. 3/A65.1

FLOOR PLAN GENERAL NOTES:
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4. REFER TO ENLARGED PLANS FOR DIMENSIONS AND CALLOUTS NOT SHOWN HERE.

FLOOR PLAN KEYNOTES

FLOOR PLAN LEGEND

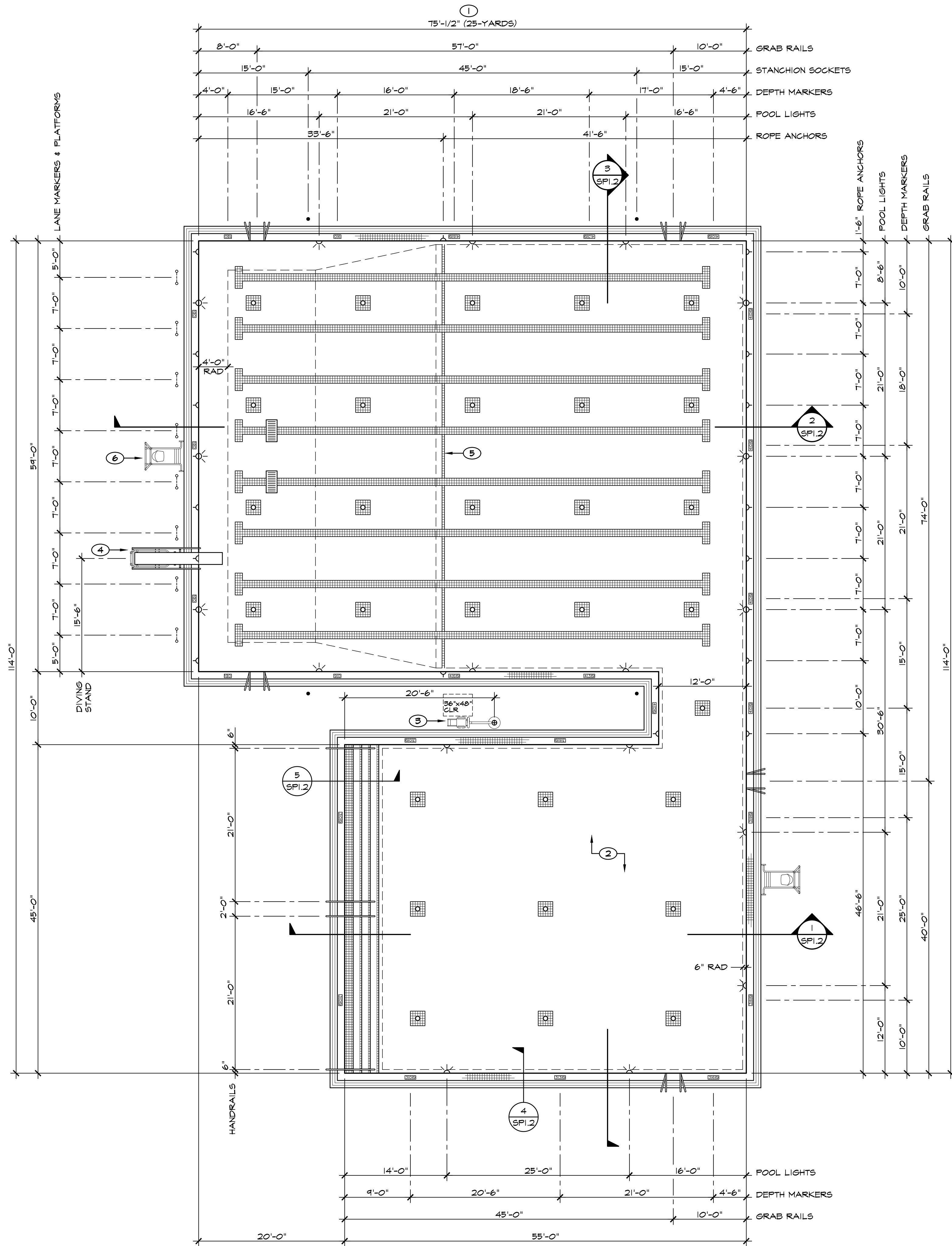


PREPARED BY:
8 HUTTON CENTRE DR, SUITE 1150
SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM
SVA ARCHITECTS
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REVISIONS		
NO.	DESCRIPTION	DATE
1	90% CD SUBMITTAL	12/15/2022
2	100% CD SUBMITTAL	05/01/2023
3	FINAL SUBMITTAL	04/30/2023

CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING
SECOND FLOOR PLAN
COMMUNITY AQUATICS & SENIOR CENTER
A11.3
DESIGNED BY: AP/HC 04/25/2022
DRAWN BY: HC 04/26/23
CHECKED BY: DB 04/27/23
APPROVED BY: 04/28/23
SHT. 48 OF 195
DWG. NO. 5-2606



SWIMMING POOL PLAN

SCALE: 1/8" = 1'-0"



KEYED NOTES

- 1 FINISHED DIMENSION OF POOL SHALL BE 75.04' MIN & 75.08' MAX. THIS TOLERANCE APPLIES TO ALL POINTS ON THE TURNING WALL FROM WATERLINE TO 3'-0" BELOW.
- 2 1/2" MIN WHITE PLASTER FINISH
- 3 DISABLED ACCESS LIFT, SEE 5/SP2.1
- 4 3/4 METER DIVING STAND, SEE 10/SP2.1
- 5 4" WIDE SLIP-RESISTANT RED SLOPE BREAK TILE BAND
- 6 PORTABLE LIFEGUARD CHAIR (TYP 2)

GENERAL NOTES

1. SET GUTTER CAP TILE LEVEL WITHIN A TOLERANCE OF $\pm 0.05'$ AROUND PERIMETER OF POOL.
2. DIMENSIONS ARE TYP FOR OPPOSITE SIDE OF POOL UNO.
3. SEE SHEET SP4.1 FOR FLOOR INLET & MAIN DRAIN DIMENSIONS.
4. SEE SHEET SP4.1 FOR SAFETY SIGNS & SAFETY EQUIPMENT LOCATIONS.

SYMBOLS

SYMBOL	DESCRIPTION	REFERENCE
	DEPTH MARKER (TYP 26)	1/SP2.1
	ROPE ANCHOR (TYP 22)	3/SP2.1
	GRAB RAILS (TYP 5 FR)	4/SP2.1
	DISABLED LIFT SOCKET	5/SP2.1
	STARTING PLATFORM ANCHOR (TYP 8)	6/SP2.1
	STANCHION SOCKET (TYP 4)	7/SP2.1
	POOL LIGHT (TYP 18)	8/SP2.1
	BLACK TILE LANE MARKER & TURN TARGETS (TYP 8)	9/SP2.1
	FLOOR INLET W/ WHITE TILE (TYP 30)	1/SP4.3
	MAIN DRAIN GRATE (TYP 2)	2/SP4.3
	DECK	
	POOL	

POOL DATA

1. SURFACE AREA = 7020 SQ FT
2. PERIMETER = 464 FT
3. VOLUME = 264,000 GALLONS
4. TURNOVER RATE = 850 GPM (5.2 HOURS)
5. FILTER AREA = 700 SQ FT (12 GPM/SQ FT)
6. MAIN DRAIN CAPACITY = 2,480 GPM
7. 10" SUCTION PIPE VELOCITY = 3.8 FT/SEC
8. 8" RETURN PIPE VELOCITY = 5.9 FT/SEC
9. SURGE CAPACITY = 7,200 GALLONS (5,100 GALLONS IN CHAMBER & 2,100 IN GUTTER)
10. UNDERWATER LIGHT LEVEL = 1.3 WATTS / SQ FT
11. BATHER LOAD = 351 PEOPLE



DIAL TOLL FREE
1-800-422-4133

AT LEAST TWO DAYS
BEFORE YOU DIG

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:

BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF 142 ND STREET (FORMERLY MARKET STREET) BEING N 89° 55' 30" E SHOWN ON TRACT NO. 10901, M.B. 254/31-32

BENCHMARK:

THE CITY OF GARDENA BENCHMARK NO. 5D-15 ELEV. = 43.508



CONSULTANT:



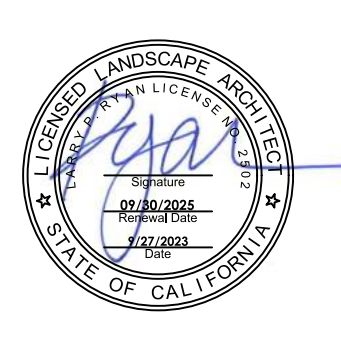
100 EAST THOUSAND OAKS BOULEVARD, SUITE 211
THOUSAND OAKS, CALIFORNIA 91320
TEL 805.777.8449 • FAX 805.777.8487



PREPARED UNDER THE SUPERVISION OF:



31591 Camino Capitano
San Juan Capistrano, CA 92675
www.RJMDesignGroup.com
(949) 493-2600 fax
(949) 493-2600 phone



REVISIONS

NO.	DESCRIPTION	DATE	APPROVED
1	90% CD SUBMITTAL	12/15/2022	
2	100% CD SUBMITTAL	05/01/2023	
3	FINAL SUBMITTAL	10/02/2023	

CITY OF GARDENA DEPARTMENT OF PUBLIC WORKS - ENGINEERING

SWIMMING POOL PLAN COMMUNITY AQUATICS & SENIOR CENTER SP1.1

DESIGNED BY	INITIAL	DATE	APPROVED BY
CHKD BY	JMAE	10/02/2023	
CHECKED BY	DJ	10/02/2023	
DATE			DIRECTOR OF PUBLIC WORKS
SHT. 160	OF 195		DWG. NO. 5-2606

**Exhibit
B**

Sample Agreement

AGREEMENT BETWEEN
THE CITY OF GARDENA
AND

This contract, hereinafter referred to as Agreement is entered into this _____ day of _____, 202_, by and between THE CITY OF GARDENA ("City") and _____, a [state] [type of entity] ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

1. Recitals.

- A. Whereas, City requires the services of a professional to provide design services; and
- B. Whereas, Consultant has represented that it is qualified by virtue of experience, training, education and expertise to provide these services; and
- C. Whereas, City has determined that the public interest, convenience and necessity require the execution of this Agreement.
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

2. Services.

A. The services to be performed by Consultant shall consist of the following ("Services"): As specified in **Exhibit "A"**, attached hereto and incorporated herein by reference, unless otherwise instructed by City.

B. The Services shall be performed in accordance with the Project Schedule set forth in **Exhibit ***. Consultant shall not be liable for any failure or delay in furnishing proposed Services resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by City to provide appropriate access to equipment or personnel, or other causes beyond Consultant's reasonable control.

3. Additional Services. If City determines that additional Services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional Services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services

in accordance with the amount agreed upon in writing by the Parties. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.

4. Consultant's Proposal. This Agreement shall include Consultant's proposal or bid which is incorporated herein as **Exhibit ***. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

5. Timing of Performance. Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement as set forth in **Exhibit A**. City, in its sole discretion, may extend the time for performance of any Service.

6. Compensation. Compensation for the Services shall be billed as set forth in **Exhibit ***, attached hereto. The Compensation is inclusive of all costs that may be incurred by Consultant in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, and facsimile charges, unless otherwise. In no event shall compensation under this Agreement exceed SPELL OUT AMOUNT and 00/00 (\$*) without the prior written authorization of the City Council.

7. Term of Agreement/Termination. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on _____, 20____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two [2] additional one [1] year periods upon mutual written agreement of both parties.]

A. This Agreement shall be effective as of the date of execution by the City and shall remain in effect until all Services are completed or until terminated as provided for herein.

B. City may terminate this Agreement without cause by providing written notice to Consultant not less than ten days prior to an effective termination date. City's only obligation in the event of termination will be payment of fees and allowed expenses incurred up to and including the effective date of termination.

C. Unless for cause, Consultant may not terminate this Agreement. If Consultant is terminating this Agreement for cause, it must provide the City with thirty (30) days written notice.

D. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the Services under this Agreement, whether completed or in progress. Consultant shall provide these documents by both hard copy and in electronic format if

available. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for the Services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

8. Agreement Administrator. For purposes of this Agreement, City designates Stephany Santin, Director Recreation & Human Services, or designee, as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. Consultant shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by Agreement Administrator. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of the Agreement Administrator. All costs for such corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the Agreement Administrator determine that Consultant has not performed its obligation as stated in this Agreement in a satisfactory manner, City may terminate this Agreement for cause as specified in Section- Term of Agreement/Termination. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. City reserves the right to change this designation upon written notice to Consultant.

9. Invoices and Payments.

A. Payment shall be made upon receipt and approval of invoices for Services rendered. In order for payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs, and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced.

B. The Agreement Administrator shall review the invoices to determine whether services performed and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or the Agreement Administrator shall provide Consultant with a written statement objecting to the charges and stating the reasons therefore.

C. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

10. Records/Audit.

A. Consultant shall be responsible for ensuring accuracy and propriety of all billings and shall maintain all supporting documentation for a minimum of three (3) years from the completion date of the Services under this agreement the following records:

1. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assure proper accounting for all funds;

2. Records which establish that Consultant and any subconsultant who renders Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations

3. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.

B. City shall have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following the completion of Services under this Agreement.

C. Upon reasonable notice from City or any other governmental agency, Consultant shall cooperate fully with any audit of its billings conducted by, or of, City and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

11. Successors and Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

12. Change in Name, Ownership or Control. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.

13. Key Personnel. City has relied upon the professional training and ability of Consultant to perform the Services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all Services under this Agreement. In the event that City, in its sole discretion, at any time during the Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City.

14. Performance By Consultant. Consultant shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice and material furnished under this Agreement.

15. Use of Materials.

A. City shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of City while in Consultant's possession. Upon termination of this

Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.

B. City may utilize any material prepared or work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which City deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes, or corrections made by City, or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

16. Nonuse of Intellectual Property of Third Parties. Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify and hold City harmless against all claims raised against City based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

17. Ownership of Work Product. All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed works made for hire for City by Consultant and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination of this Agreement.

18. Confidentiality Clause. Consultant acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Consultant agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Sub-consultants requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law. Consultant agrees to release such information or material only to employees or Sub-consultants who have signed a nondisclosure agreement, the terms of which have been previously approved by City. Consultant agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "Protected Health Information" (PHI) under Health Insurance Portability And Accountability Act (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Consultant must comply with all HIPAA requirements and rules when determined applicable by the City. If City determines that (1) City is a "covered entity" under HIPAA, and that (2) Consultant will perform "business associate" services and activities covered under HIPAA, then at City's request, Consultant agrees to execute City's Agreement in compliance with HIPAA.

Consultant shall ensure its directors, officers, employees, Sub-consultants or agents use personal information solely for the purposes of accomplishing the services set forth herein. Consultant and its Sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the City or as otherwise required by law.

Any breach of this provision may result in termination of the Agreement and demand for return of all personal information. Moreover, Consultant will indemnify and hold the City harmless from and against all losses and damages resulting from any unauthorized or improper disclosure, dissemination or use of the information as a result, in whole or in part, of Consultant's action or inaction.

19. Legal Requirements.

A. Consultant shall secure and maintain all licenses or permits required by law, including a City business license, and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

B. Consultant warrants that it shall perform the Services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

C. Consultant covenants that there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.

20. Conflict of Interest and Reporting.

A. Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of Services to be performed under this Agreement.

B. Consultant and its representatives shall refrain from lobbying City of Gardena officials, employees and representatives for the duration of this Agreement.

21. Guarantee and Warranty. Consultant warrants to City that the material, analysis, data, programs and Services to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. Without waiver of City's other rights or remedies, City may require Consultant to re-perform any of said Services, which were not performed in accordance with these standards. Consultant shall perform the remedial Services at its sole expense.

22. Insurance.

A. Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Consultant must have and maintain in place all of the insurance coverage required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.

B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.

C. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, with coverage at least as broad as Insurance Services Office Form CG 00 01, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than one million dollars

(\$1,000,000.00) per occurrence.

2. Commercial Auto Liability Insurance - a policy with coverage at least as broad as Insurance Services Office form CA 0001, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.

3. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.

b. The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.

c. For any claims with respect to the Services covered by this Agreement, Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

4. Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

5. Professional Errors & Omissions - a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and Consultant shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return receipt requested, is mailed to City.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.

E. Deductibles. Any deductible or self-insured retention over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.

G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.

23. Indemnity.

A. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.

B. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, employees and volunteers arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, employees and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense

or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

C. No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.

24. Independent Contractor. Consultant agrees to furnish consulting services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of City.

25. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

26. Notices. Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. Name, address, telephone and facsimile numbers of the parties are as follows:

City of Gardena:
1700 West 162nd Street
Gardena, California 90247-3732
Attn: Stephany Santin
Title: Director of Recreation & Human Services
Email: _____
Telephone: (____) _____

To Consultant: Name of Consultant
Street Address or P.O. Box
City, State Zip Code
Attn: _____
Email: _____
Telephone: (____) _____

Either party may change the information to which notice or communication is to be sent by providing advance written notice to the other party.

27. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

28. Jurisdiction and Venue. This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be Los Angeles County, California.

29. Waiver. No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. To be valid a waiver shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

30. Electronic Signatures. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Consultant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

31. Joint Drafting. Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.

32. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

33. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

34. Attorney's Fees. In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.

35. Section Headings. The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.

36. Entire Agreement. This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their names as of the day and year written below.

“City”
City of Gardena

“Consultant”
Name of Consultant or Consultant Company

By: _____
Tasha Cerda, Mayor

By: _____
Name and title of individual

Date: _____

Date: _____

By: _____
Name and title of individual

Date: _____

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:

Carmen Vasquez, City Attorney

**ATT
A**

Proposer Information

PROPOSER INFORMATION

Please note that all entries must be completed in this Proposer Information form. Where the entry is not applicable, enter "N/A" or "none".

Organization Information	
Company Name	
Company Address	
Website Address	
Federal Taxpayer ID	
Unique Entity Identifier	
Business Type	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Non- Profit <input type="checkbox"/> Other (specify): _____ State and Date of Incorporation: _____
Names of all Owners	
Number of Employees	

Authorized Representative	
Name	
Title	
Phone Number	
Email Address	
Physical Location	

Capacity and Experience
Please describe why your firm is best qualified to provide the services being requested in this RFP.

Please specify the length of time that your firm has been providing services described in this RFP.

Please specify the primary contact for the implementation of services under this proposal and describe how the service needs of this RFP will be staffed.

Will any subcontractors be used for the provision of any services under this RFP?

☐ Yes ☐ No If yes, please complete the following:

Company Name

Company Address

Names of all Owners

Unique Entity Identifier

Please describe the contractual relationship between your firm and the subcontractor

Services to be provided by subcontractor under this RFP

Disclosures

Is the proposer's firm or any of its principals currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by Federal, State or any local government?

☐ Yes ☐ No If yes, please specify who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction. Describe where (federal, state, local) the firm or principal is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, and the conditions that led to this action:

Please disclose any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Provide as much detail as possible.

The City's Conflict of Interest provisions specify that: No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the City may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Are there any conditions under which the proposer does not meet these requirements?

☐ Yes ☐ No If yes, please specify the conditions under which the Conflict of Interest requirements cannot be met:

By my signature below, I hereby declare that the above made statements are true to the best of my knowledge and belief:

Proposer's Company Name:	
Authorized Signature:	Date:
Printed Name:	Title:

ATT
B

References

CONTACT INFORMATION FOR SIMILAR CONTRACTS / REFERENCES

Proposers must submit three (3) references, including one (1) from a government agency. Projects must be recent and demonstrate successful completion of similar services. References should highlight the vendor's commitment to quality, timely delivery, and customer service. The City will contact references to verify performance, timeline adherence, and client satisfaction. Proposers must provide project details, client information, and current contact information.

If subcontractors will perform key work scope elements, proposers should submit separate references for them, reflecting the work they'll perform on this project.

Reference 1	
Firm	
Contact Person/Title	
Phone Number	
Email Address	
Start/Completion Dates	
Project Description (Specify services rendered and how they were performed)	

Reference 2	
Firm	
Contact Person/Title	
Phone Number	
Email Address	
Start/Completion Dates	
Project Description (Specify services rendered and how they were performed)	

Reference 3

Firm	
Contact Person/Title	
Phone Number	
Email Address	
Start/Completion Dates	
Project Description (Specify services rendered and how they were performed)	

Reference 4

Firm	
Contact Person/Title	
Phone Number	
Email Address	
Start/Completion Dates	
Project Description (Specify services rendered and how they were performed)	

By my signature below, I hereby declare that the above made statements are true to the best of my knowledge and belief:

Company Name:	
Authorized Signature:	Date:
Printed Name:	Title:

**ATT
C**

Authorization Certification

AUTHORIZATION CERTIFICATION

1. I am authorized to submit this Proposal on behalf of the organization specified below.
2. I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.
3. The proposal is submitted as a firm and fixed request valid and open for 90 days from the date of the submission deadline.
4. This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other Proposer.
5. The submitting organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a contract under this Request for Proposal.

By my signature below, I hereby declare that the above statements are true to the best of my knowledge and belief:

Proposer's Company Name:	
Authorized Signature:	Date:
Printed Name:	Title:

ATT
D

Bid Sheets