REQUEST FOR PROPOSALS
PARKING ANALYSIS AND RECOMMENDATIONS

CITY OF PICO RIVERA
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Released on December 8, 2017
PARKING ANALYSIS AND RECOMMENDATIONS
REQUEST FOR PROPOSAL (RFP)

Dear Proposers:

The City of Pico Rivera (hereinafter referred to as the “City”) is requesting proposals from qualified firms to conduct a parking analysis, develop parking standards and make other recommendations for our current parking policies.

The City is looking to receive proposals broken down in two phases. Phase One will evaluate the current state of parking throughout the City and Phase Two will provide a future outlook and recommendations for development standards, best management practices, and policies/guidelines that could possibly mitigate existing parking concerns and parking impacts from future development throughout the City.

Available funding will determine if the City continues on to Phase Two of the study.

1. BACKGROUND

The City of Pico Rivera, incorporated in 1958, is a general law city which operates under the council/manager form of government. The City’s 2010 Census population count was 62,942 and has a land area of 8.9 square miles. The City has its own Housing and Water Authority and contracts with the Los Angeles County Sheriff’s Department and the Los Angeles County Fire Department for public safety services.

A little over half of the City is residential, primarily comprised of small single-family homes. Industrial uses make up one-third of the City and the balance is largely retail uses. The City has a strong economic legacy, beginning in the 1950’s with a Ford assembly plant that employed 1,600 workers at the time and supported the City’s largest residential growth with about 78% of all units being built between 1940 and 1960. The Ford plant successfully transformed into a 2.8 million square foot warehouse/manufacturing plant and is now part of over 10 million square feet of industrial space in the City. Today, nearly 19,600 people work in Pico Rivera each day overall, particularly in the retail, manufacturing and transportation fields.

With the increase in multi-generational households living in housing footprints constructed in the 1940’s – 1960’s, many Pico Rivera residential neighborhoods are currently overwhelmed with the demand for parking. There are also parking issues stemming from industrial land uses, which in many parts of the City abut to residentially zoned neighborhoods.
2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

- Release of RFP: December 8, 2017
- Deadline for Written Questions (4:00 PM): December 20, 2017
- Responses to Questions Posted on the City’s Website: December 21, 2017
- Proposals are Due (4:00 PM): January 15, 2018
- Approval of Contract: February 2018
- Completion of Work and Meeting Attendance: April/May 2018

*All dates are subject to change at the discretion of the City*

3. SCOPE OF WORK

PHASE ONE

1. Review and summarize current parking conditions within residential/commercial/industrial zones.

   Areas to be covered and discussed in Phase One includes but is not limited to:

   A. Utilization rates for different zones
   B. An analysis of parking demand and supply—over or under supply
   C. Causes and/or behaviors that have led to current parking conditions in various zones
   D. Demographics or travel characteristics which contribute to current parking conditions
   E. Current minimum parking requirements
   F. A review of the City’s permit parking districts and the regulations within those districts

PHASE TWO

1. Provide solutions on how to promote safety of horses, riders, and pedestrians through parking restrictions, particularly where no curb or gutters are located in the “R-E – Single-Family Residential Estate” zone. City of Pico Rivera Zoning Map can be found here:

2. Assess impacts of a potential multi-family residential development on existing residential uses. (Using a 35, 60, and 100 unit multi-family development as an example)

3. Make recommendations in regards to the City’s off-street parking requirements for single-family and multiple family residential developments as well as for commercial and industrial uses. Includes reviewing current parking ratios and providing recommendations.

4. Formulate parking requirements for the following uses:
   - One-on-one fitness studios,
   - One-on-one physical therapy,
   - Industrial parking requirements,
   - Health clubs,
   - Urgent medical care facilities,
   - Hospital facilities,
   - Studios – dance, physical fitness, martial arts, etc.,
   - Nightclubs,
   - Brewery/micro-brewery(brewery under a certain square footage),
   - Other business types that generate a parking requirement outside of standard City requirements,
   - Accessory Dwelling Units (ADU) – Are people actually using their driveways to park/ make recommendations to resolve parking issues for ADUs,
   - Small sit-down restaurants based on overall square footage (i.e.: restaurant within a tenant space that is equal to or less than 1,200 sq. ft. should be required to provide a total of 10 parking spaces; restaurants between 1,201 sq. ft. to 3,000 feet, etc.), and
   - Other common land uses. (The City’s land use table is outdated and may not include all uses needed, so a parking recommendation for other common land uses will be requested.)

5. Provide recommendations to improve or add additional permit parking districts. (See Exhibit F for current parking district maps)

6. Make any other recommendations to update parking requirements, enforcement, permit programs, potential parking technologies, incentives for parking habits, impacts of uber/lyft on parking and any opportunities with parking in general.
4. PROPOSAL FORMAT GUIDELINES

Interested entities or contractors are to provide the City of Pico Rivera with a thorough proposal using the following guidelines:

The proposal should be typed, and include a transmittal letter and resumes of key people, but exclude Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. The proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of a failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer's response:

A. Vendor Application Form and Cover Letter

Complete Appendix A, "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor's office located nearest to Pico Rivera, California and the office from which the project will be managed.

B. Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

C. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

2. A detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.

4. A detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficiently, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.

D. Staffing

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

E. Statement of Qualifications (SOQ)

The SOQ must fully describe the proposer’s ability to prepare the required documents and perform other duties as more fully described in Scope of Services. It must contain:

1. Consultant Team. An organizational chart showing lines of responsibility, as well as a list of team members, their relevant qualifications, and their duties as part of the team. This portion should include any sub-consultants proposed. Please include applicable professional registrations, licenses, and certifications including state and year for each team member.

2. References. Provide at least three (3) client references (names and current phone numbers) from similar recent work (previous three years). Include a brief description of each project associated with the reference and the role of the respective team member. At a minimum, include the following:
   o Client Name
   o Project Description
   o Project start and end dates
   o Client project manager name, telephone number, and e-mail address.
F. **Fee Proposal**

All Proposers are required to use the form in “Exhibit E” to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

G. **Schedule**

Provide a schedule for completion of each task.

H. **Disclosures**

The Consultant shall execute and provide original copies of the Certification of Nondiscrimination by Consultant (Exhibit B) and the Non-Collusion Affidavit (Exhibit C).

**Sample Agreement**

The firm selected by the City will be required to execute an Agreement for Services (Agreement) with the City. The form of the Agreement is enclosed as Exhibit D, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

5. **PROCESS FOR SUBMITTING PROPOSALS**

A. **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

B. **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

C. **Number of Proposals**

Submit three (3) hard copies plus one electronic copy in sufficient detail to allow for thorough evaluation and comparative analysis.
D. **Submission of Proposals**

*Complete written proposals must be submitted in sealed envelopes marked and received no later than 4:00 p.m. (P.S.T) on Tuesday January 15, 2018, to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.*

City of Pico Rivera  
City Hall  
Office of the City Clerk  
6615 Passons Blvd.  
Pico Rivera, CA 90660-1016  
RE: Parking Analysis and Recommendations RFP

E. **Inquiries**

*Questions about this RFP must be directed in writing, via e-mail to:*

Jason Machado, Senior Manager  
JMachado@Pico-Rivera.org

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the City of Pico Rivera Purchasing and BID information webpage:


Proposers should check this web page often for new information. The City will endeavor to answer all written questions timely received by December 20, 2017, no later than **December 21, 2017**. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

F. **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified
source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Pico Rivera. If any proprietary information is contained in the proposal, it should be clearly identified.

6. EVALUATION CRITERIA

The City will create a panel composed of relevant City staff that will evaluate and rank each proposal using the evaluation criteria listed below. The City reserves the right to invite firms for an interview to further assess competence. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Qualifications of Entity and Key Personnel - 25%**

   Includes ability to provide the requested scope of services, the Proposer’s financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. **Approach to Providing the Requested Scope of Services - 20%**

   Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. **Price Proposal - 35%**

   Price Proposals will be evaluated on the basis of the total estimated costs.

4. **Innovation - 20%**

   Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities.
EXHIBIT A

PARKING ANALYSIS AND RECOMMENDATIONS

VENDOR APPLICATION FORM

Legal Contractual Name of Corporation__________________________________________

Contact Person for Agreement__________________________________________________

Corporate Mailing Address____________________________________________________

City, State and Zip Code_______________________________________________________

E-Mail Address_______________________________________________________________

Phone______________________________________________________________

Contact Person for Proposals___________________________________________________

Title________________________________________________________

E-Mail Address________________________________________________________

Is your business: (check one)

___ Corporation
___ Limited Liability Partnership
___ Individual
___ Sole Proprietorship
___ Partnership
EXHIBIT A (Cont.)

Names & Titles of Corporate Board Members
(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

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Federal Tax Identification Number: ________________________________

City of Pico Rivera Business License Number: ______________________
(If none, you must obtain a Pico Rivera Business License upon award of contract.)

City of Pico Rivera Business License Expiration Date: ______________
EXHIBIT B

TO BE INCLUDED IN RFP RESPONSE

CERTIFICATION OF NONDISCRIMINATION BY CONSULTANT

The undersigned Consultant or Corporate Officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without, regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Consultant shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Consultant’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Consultant’s non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction/services contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and
remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the

8. The Consultant may request that the United States enter into such litigation to protect the interests of the United States.

9. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1039, and as amended, No discrimination shall be made in the employment of persons because of race, religious creed, color national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any Consultant violating this Section is subject to all the penalties imposed for a violation of the Chapter.

______________________________________________________________________________
FIRM

______________________________
SIGNED AND PRINTED NAME

______________________________
TITLE DATE
EXHIBIT C
TO BE INCLUDED IN RFP RESPONSE

NON-COLLUSION CERTIFICATE

The undersigned certifies under penalty of perjury that this RFP Response has been prepared in good faith and without collusion or fraud with any other person or entity.

________________________________________
FIRM

________________________________________
SIGNED AND PRINTED NAME

____________________________  ________________
TITLE  DATE
EXHIBIT D
DRAFT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
<CONSULTANT NAME>

1. IDENTIFICATION

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

2. RECITALS

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

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

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

3. DEFINITIONS

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

3.2 “Approved Fee Schedule”: Such compensation rates as are set forth on the “Fee Proposal” of Consultant’s <date> proposal to City attached hereto as Exhibit A.

3.3 “Commencement Date”: ____________________.

3.4 “Expiration Date”: ____________________.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 21 below.
5. **CONSULTANT’S SERVICES**

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

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

6. **COMPENSATION**

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

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

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

7. **BUSINESS LICENSE**

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

8. **COMPLIANCE WITH LAWS**

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

9. **CONFLICT OF INTEREST**

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

10. **PERSONNEL**

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

11. **OWNERSHIP OF WRITTEN PRODUCTS**

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

12. **INDEPENDENT CONTRACTOR**

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

13. **CONFIDENTIALITY**

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

14. **INDEMNIFICATION**

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

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

14.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 14 and related to Consultant’s failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

14.4 The obligations of Consultant under this Section 14 will not be limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

14.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 14 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity
obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.

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

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

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

15. INSURANCE

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

15.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence / Two Million Dollars ($2,000,000) in the annual aggregate, including products and Completed operations hazard, contractual insurance, broad form property damage, independent Consultants, personal
injury.

15.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

15.1.3 Worker’s Compensation insurance as required by the laws of the State of California.

15.1.4 Professional Liability insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000).

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

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

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

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

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

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

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

15.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

15.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

15.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

16. **MUTUAL COOPERATION**

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

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

17. **RECORDS AND INSPECTIONS**

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

18. **PERMITS AND APPROVALS**

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

19. **NOTICES**

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

   If to City:                                      If to Consultant:

   Julia Gonzalez, Deputy Director
   Community & Economic Development Department
   City of Pico Rivera
   6615 Passons Blvd.
   Pico Rivera, California 90660-1016
   (562) 801-4332

20. **SURVIVING COVENANTS**

   The Parties agree that the covenants contained in Sections 13, 14 and Paragraph 16.2 of Section 16, of this Agreement, shall survive the expiration or termination of this Agreement.

21. **TERMINATION**

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

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

22. **ASSIGNMENT**

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

23.1 In the performance of this Agreement, the Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

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

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

24. **CAPTIONS**

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

25. **NON-WAIVER**

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

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

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

27. **SEVERABILITY**

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

28. **GOVERNING LAW**

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

29. **ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

ATTEST:

Anna Jerome, City Clerk

By: __________________________

René Bobadilla, City Manager

Date: _________________________

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

By: __________________________

Its:

Date: _________________________
### EXHIBIT E
Scope of Services/Work Plan
Assume a start date of January 15, 2018

#### PHASE ONE

<table>
<thead>
<tr>
<th>I. Assessment of current conditions</th>
<th>Consultant Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Kick-Off meeting with selected consultant and delivery of data, informational material, past studies. Tour of City.</td>
<td></td>
</tr>
<tr>
<td>B. Preliminary fact finding for corroborating facts, perceptions and desires to gain strong grasp of community issues and preliminary notion of possibilities.</td>
<td></td>
</tr>
<tr>
<td>C. Existing parking data compilation.</td>
<td></td>
</tr>
<tr>
<td>D. Correspondence with City staff, edits and revisions of deliverables prior to final.</td>
<td></td>
</tr>
<tr>
<td>E. Meeting with Parking Ad-Hoc Committee. (Cost per meeting if additional needed)</td>
<td></td>
</tr>
<tr>
<td>F. Study Session with City Council to present findings.</td>
<td></td>
</tr>
</tbody>
</table>

**Deliverable:** Summary of current parking conditions.

#### PHASE TWO

<table>
<thead>
<tr>
<th>I. Recommendations R-E - Single Family Residential Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Analyze current conditions found in the R-E Single Family Residential Zone.</td>
</tr>
<tr>
<td>B. Provide solutions on how to promote safety of horses, riders, and pedestrians through parking regulations.</td>
</tr>
</tbody>
</table>

**Deliverable:** Recommendations on parking standards and regulations for the R-E Single Family Residential Zone.

<table>
<thead>
<tr>
<th>II. Potential Development Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Assess impacts of a potential multi-family residential development on existing residential uses. (Using a 35, 60, and 100 unit multi-family development as an example)</td>
</tr>
</tbody>
</table>

**Deliverable:** Breakdown of on and off street parking impact for different development scenarios.

<table>
<thead>
<tr>
<th>III. Review of currently parking requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Review and make recommendations in regards to the City’s off-street parking requirements for single-family and multi-family residential developments as well as for commercial and industrial uses. Includes reviewing current parking ratios and providing recommendations.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>IV. Formulate parking requirements for different usage types</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Formulate parking requirements for uses listed under the scope of work.</td>
</tr>
<tr>
<td>B. Review parking requirements for accessory dwelling units (ADU) - providing some analysis from other jurisdictions.</td>
</tr>
<tr>
<td>C. Update uses under City’s land use table in regards to parking.</td>
</tr>
</tbody>
</table>

**Deliverable:** Updated parking standards table based on use type.

<table>
<thead>
<tr>
<th>V. Review of permit parking regulations and areas and recommendations</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Review of current parking districts and regulations.</td>
</tr>
<tr>
<td>B. Recommendations on improving parking district regulations.</td>
</tr>
<tr>
<td>C. Recommendations on new parking districts.</td>
</tr>
</tbody>
</table>

**Deliverable:** Parking district analysis and recommendations.

<table>
<thead>
<tr>
<th>VI. Recommendations for existing and future parking issues mitigation measures</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Provide recommendations for innovative measures to deal with current and future parking solutions for residential, industrial and retail areas.</td>
</tr>
</tbody>
</table>

**Deliverable:** Forward looking recommendations on parking.

<table>
<thead>
<tr>
<th>VII. Meetings and Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Correspondence with City staff, edits and revisions of deliverables prior to final</td>
</tr>
<tr>
<td>B. Meeting with Parking Ad-Hoc Committee. (Cost per meeting if additional needed)</td>
</tr>
<tr>
<td>C. Study Session with City Council to present findings.</td>
</tr>
</tbody>
</table>

**Deliverable:** Comprehensive final parking recommendations report.

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**Phase One Total:**

**Phase Two Total:**
EXHIBIT F
Parking District Maps (1 of 3)
EXHIBIT F
Parking District Maps (2 of 3)

- Parking Permit Required
- 12 am to 5 am
- Properties Eligible for a Parking Permit
EXHIBIT F
Parking District Maps (3 of 3)