October 11, 2018

SUBJECT: REQUEST FOR PROPOSALS (RFP) FOR ENGINEERING SERVICES FOR TRAFFIC SIGNAL UPGRADES CITYWIDE (CIP NO. 21348)

Dear Prospective Consultant:

The City of Pico Rivera is requesting proposals from qualified consultants to provide design services for the Traffic Signal Upgrades Citywide Project (CIP NO. 21348).

This project is funded through the Federal Highway Safety Improvements Program (HSIP), and must meet program and federal funding requirements.

To be considered, consultants must submit a proposal indicating their knowledge and experience related to the services being sought. The consultant must be able to provide design services including, but not limited to, preliminary engineering, environmental services, surveying, design and preparation of plans, specifications and estimates (PS&E), in accordance with Federal requirements and the requirements of the Caltrans Local Assistance Procedures Manual.

Submit three (3) copies of the proposals marked “TRAFFIC SIGNAL UPGRADES CITYWIDE (CIP NO. 21348)” to:

City of Pico Rivera – Department of Public Works
Attn: Kenner Guerrero
Assistant Engineer
City of Pico Rivera
6615 Passons Blvd.
Pico Rivera, CA 90660

Submission Deadline: November 2, 2018 at 10:00 a.m.
REQUEST FOR PROPOSALS (RFP) FOR ENGINEERING SERVICES
FOR TRAFFIC SIGNAL UPGRADES CITYWIDE (CIP NO. 21348)
Page 2 of 2

Consultants interested in participating in this RFP should immediately provide the City Contact with a phone number, fax number, and an e-mail address for dissemination of addenda and/or supplemental information, as applicable. Failure to provide said contact information may result in late notifications and/or incomplete proposals.

For any questions, please contact Kenner Guerrero, Assistant Engineer, by phone at (562) 801-4351 or by email at kguerrero@pico-rivera.org.

Best regards,

[Signature]

Arlene E. Salazar
Acting City Manager

AES:KG:lg

Enclosure
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Attachment A – Location Map
Attachment B – Sample City of Pico Rivera Professional Services Agreement
INTRODUCTION

The City of Pico Rivera (City) is requesting proposals from qualified Consultants that can provide professional design engineering services, including preliminary engineering, environmental documents, surveying, and preparation of plans, specifications and estimates (PS&E) for the Traffic Signal Upgrades Citywide Project (CIP NO. 21348) (Project). The Project is federally-funded and services must comply with the Caltrans Local Assistance Procedures Manual (LAPM). Attachment A presents the limits of this Project.

PROJECT BUDGET

The City of Pico Rivera was awarded $853,000 in federal funding through the Federal Highway Safety Improvements Program (HSIP) for construction and traffic signal modification of nineteen (19) existing traffic signals. Local return funds will be used for design. The following consultant scope of services is estimated at $85,000.

PROJECT DESCRIPTION

The project scope of work consists of the traffic signal modifications at the following intersections:

1. Beverly Boulevard and Acacia Avenue
2. Paramount Boulevard and Washington Boulevard
3. Rosemead Boulevard and Mines Avenue
4. Rosemead Boulevard and Slauson Avenue
5. Rosemead Boulevard and Telegraph Road
6. Rosemead Boulevard and Washington Boulevard
7. Rosemead Boulevard and Whittier Boulevard
8. Slauson Ave and Passons Boulevard
9. Whittier Boulevard and Acacia Avenue
10. Whittier Boulevard and Durfee Avenue
11. Whittier Boulevard and Gregg Road
12. Whittier Boulevard and Lexington Road
13. Whittier Boulevard and Lindsey Avenue
14. Whittier Boulevard and Passons Boulevard
15. Beverly Boulevard and Rosemead Boulevard
16. Beverly Road and Rosemead Boulevard
17. Paramount Boulevard and Mines Avenue
18. Paramount Boulevard and Slauson Avenue
19. Whittier Boulevard and Paramount Boulevard

Signal modifications include, but are limited to the following:

- Replacement of signal hardware (12” LED vehicle head lenses, back-plates and mountings) and select traffic signal poles
• Installation of new emergency vehicle pre-emption devices, video detection cameras, LED upgrades, pedestrian countdown heads and 332 cabinets and battery back-up systems at select intersections,
• Rewiring and installation of new conduit at select intersections.

Traffic signal modifications at intersections nos. 15 through 19 are limited to upgrade of pedestrian countdown heads only.

Existing equipment may be protected in place due to project budget.

SCOPE OF SERVICES

TASK 1 - PROJECT MANAGEMENT

1. Attend a pre-design (kick-off) meeting with City staff to review the project in detail, and determine the City’s specific requirements.

2. Maintain continuous communication with the City Project Manager, including meetings to review the initial concept plan and project status at 65%, 95%, and 100% completion.

3. Provide agendas of special items for discussion, and minutes listing actions.

4. Provide a detailed project schedule with updates on a monthly basis. Detailed project schedule and executive summary of project status to be submitted with monthly invoice.

5. Maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties that may impede progress.

6. Proactively initiate communication efforts between the design team and the City of Pico Rivera to address key issues timely.

7. Attend community outreach meetings and City Council meetings as needed.

8. Provide support and materials for City of Pico Rivera and/or City Council presentations and Community Outreach Meetings, including but not limited to, Power Point presentations, concept plans and drawings and answer questions from the public and/or committee or council members.

Deliverables:
• Meeting Schedules
• Project Schedule
• Meeting Agendas and Minutes (minimum of 5 meetings).
• Public Outreach Materials

**TASK 2 – AGENCY AND UTILITY COORDINATION**

Coordinate with the affected utility companies within the project limits as well as applicable Agencies as necessary.

1. Prepare an initial request for utility information such as atlas sheets, mapping, or as-built plans, and notify of the need to install planned facilities in the area of the project at concept, 65% and 95% design.

2. Coordinate and meet with utility companies to implement upgrade of their facilities, as needed.

3. Review utility information to determine the impact of the project on the various utilities, including making contact with each affected utility company to determine profiles of high hazard/high pressure facilities that may interfere with proposed construction.

4. Review utilities that may be affected by or affect the direction of the project.

5. Lead efforts to identify ownership of unknown utility lines.

6. Submit 65%, 95% and 100% plans to the utility companies for review and comment, including notification of date of planned construction start.

7. Maintain a utility contact matrix documenting contacts, issues, etc. with utility companies.

**Deliverables:**
- Meeting Agendas and Minutes (minimum of 2 meetings).
- Utility notification letters (Initial and final utility notification letters).
- Utility Matrix

**TASK 3 – PRELIMINARY ENGINEERING**

**3.01 - Design Survey**

1. Perform research at Los Angeles County and at City of Pico Rivera for survey information.

2. Set target survey control points. Establish horizontal and vertical coordinates on all control points at 50 foot intervals.

3. Re-set and record disturbed centerline ties and survey monuments.
4. Obtain topographic feature locations for a complete and accurate representation of existing conditions within the public right-of-way and on adjacent private property, as required.

5. Obtain complete record drawings and other documents to show location of all utilities, location and dimensions of all walks and drives, location of all trees and landscaping which may be affected by the improvements.

**Deliverables:**
- Electronic copy of aerial/field survey.
- ASCII File of Field Survey

### 3.02 – Records Research and Field Reviews

Services required include but are not limited to the following:

1. Research and review base data documents including as-built improvement plans, utility information, existing pavement section information, and other available record data.

2. Prepare a Field Condition Assessment Memo. Include the following:
   
   a. Perform preliminary field reconnaissance and photo-documents of existing conditions.
   
   b. Identify special conditions that might create conflicts or change orders during construction. Identify how issues will be resolved.
   
   c. Evaluate and inventory traffic signals/equipment and roadway for ADA compliance. Document existing ramps and make recommendation for improvements. Additionally, identify locations not currently complying with ADA and make recommendations.

3. Conduct a Design Review field meeting with City staff at 65% and 95% design completion to evaluate design recommendations against existing conditions.

**Deliverables:**
- Six Copies of a Field Condition Assessment Memo
- Two Design Review Field Meetings
- A complete set of legible field notes on 24"x36" plan sheets.
- A complete set of field photos with a minimum of 10 pictures per traffic signal approach clearly label in color in a 3 ring binder.
- Electronic Files of photos and notes.
3.03 ENVIRONMENTAL STUDIES

The construction of the project will be funded with the HSIP funds, a Federal fund. The selected Consultant will prepare environmental documents in accordance with Federal Guidelines, National Environmental Protection Agency requirements, and the LAPM. Work includes but is not limited to the following:

1. Direct coordination with Caltrans Local Assistance Staff as necessary to obtain approval of the Preliminary Environmental Studies.

2. Preparation of documents in accordance with Chapter 7 of the LAPM including but not limited to Field Review (LAPM Exhibit 7-B), Field Review Attendance Roster (LAPM Exhibit 7-G), Roadway Data (LAPM Exhibit 7-C), Preliminary Environmental Study (LAPM Exhibit 6-A), and accompanying technical documents, to determine the recommended level of environmental document required.

3. Prepare the Record of Public Hearing including preparation of the Notice of Public Hearing (LAPM Exhibit 8-A) or prepare the Record of Opportunity for a Public Hearing including preparation of the Notice of Opportunity for Public Hearing Proposal (LAPM Exhibit 8-B).

4. The City will publish the Notice of Public Hearing or Notice of Opportunity for Public Hearing Proposal and hold the public hearing/community meetings according to the LAPM. Consultant to prepare meeting minutes.

5. Prepare the Categorical Exemption/Categorical Exclusion Determination Form (LAPM Exhibit 6-F) for NEPA compliance and for State projects only, CEQA compliance.

6. Obtain timely approvals from Caltrans

**Deliverables:**
- Obtain Categorical Exemption/Categorical Exclusion Determination Form (LAPM Exhibit 6-F) for NEPA compliance and for State projects only, CEQA compliance.

**TASK 4 – FINAL ENGINEERING**

Plans, specifications, and estimates shall be provided at levels of completion of approximately 65%, 95%, and 100% (Mylar). The City will provide review comments at the concept, 65% and 95% design stages. It is expected that 100% plans will be complete and include comments and input from all stakeholders.

Plans shall be prepared using the City of Pico Rivera AutoCAD format and plot
style. Copies of AutoCAD files shall accompany each level of plan submittal and all AutoCAD files shall be bind to each individual plan.

All work identified herein shall be reviewed and approved by Professional Engineers. All design files shall be property of the City of Pico Rivera.

**Project plans shall include, but are not limited, to the following:**

1. Title, typical section, and construction detail sheets.

2. Civil design plans. Plans are to include removals, existing and proposed improvements, utility base mapping, etc. Where necessary, the plans shall define limits of repairs to pavement, curb, gutter, sidewalk, ADA upgrades, etc. Drainage issues resulting from uplifted curb and gutter are to be addressed. The plans shall be at a horizontal scale of 1”=20'.

3. Design elements required to comply with the NPDES program.

4. Signing and striping plans at a horizontal scale of 1”=40’. Signing and striping plans will be prepared and meet criteria established in the CA MUTCD, latest edition.

5. Traffic Signal Modification Plans – Proposed improvements to include replacement of traffic signal poles and signal hardware (12” LED vehicle head lenses, back-plates and mountings), installation of new 332 cabinets, service cabinets, battery back-up system, emergency vehicle pre-emption devices, LED upgrades, rewiring of intersection, installation of new conduit, etc.

Existing equipment may need to be protected in place due to project budget constraints.

6. Submit 65% and 95% completion plans for Cities’ review and comments. Revised plans based on City comments. At 65% submittal, design engineer and City representative shall do a joint walk through of the entire project.

7. Provide legible copy of field notes for all traffic signal modifications at 65% submittal.

8. Provide a minimum of 10 color pictures per approach in a three-ring binder. Each picture shall be properly labeled and submitted at 65% submittal of plans.
9. Submit 100% plans (mylars), project specifications, and estimates, including electronic files, in City approved format.

The Consulting Engineer agrees to consult with the City at such reasonable times and places as may be necessary to accomplish the foregoing. In performing said services the Consulting Engineer shall use whenever possible the standard specifications and forms including Bid Forms, Notice to Bidders, Contract forms and other Public Works Forms prepared and approved by the City of Pico Rivera for Public Works Contracts. All drawings and specifications shall be adequate and sufficient for the City of Pico Rivera to solicit bids for the award of the contract for said work.

Deliverables:
- Three sets of plan submittals at 65% and 95% completion milestones.
- One full-size mylar of 100% drawings.
- PDF and AutoCAD files of final plans. AutoCAD files shall be unbound.

**TASK 5 - COST ESTIMATES**

Prepare quantity calculations and final construction cost estimates in accordance with City requirements to established project budget.

Deliverables:
- Cost estimate at Concept, 65%, 95% and 100% completion milestones.
- Electronic files of cost estimates.

**TASK 6 - SPECIFICATIONS**

Prepare Technical Special Provisions per City of Pico Rivera requirements for bidding by the City. City will provide boilerplate specifications. Special provisions shall be prepared per Greenbook format, latest edition.

Deliverables:
- Special Provisions at the 65%, 95% and 100% completion milestones.
- Electronic files of specifications.

**TASK 7 - REQUEST FOR AUTHORIZATION TO PROCEED WITH CONSTRUCTION (RFAPC)**

Upon completion of design, the consultant shall prepare the RFAPC and obtain approval from Caltrans. Work includes, but is not limited to, the following:
1. Prepare the Request for Authorization (LAPM Exhibit 3-D), Data Sheets (LAPM Exhibit 3-E), Preliminary Estimate of Cost (LAPM Exhibit 12-A), Finance Letter (LAPM Exhibit 15-N), PS&E Certification (LAPM Exhibit 12-C), PS&E Checklist (LAPM Exhibit 12-D), complete the Right-of-Way Certification form and obtain Caltrans approval, Local Agency Construction Contract Administration Checklist (LAPM Exhibit 15-A), Local Programs Agreement Checklist (LAPM Exhibit 4-A) to request the State/FHWA agreement (E-76) for federal funding and the Program Supplement Agreement.

2. Submit to City for input and address City comments.

3. Submit to Caltrans for approval. Consultant shall address comments, if issued by Caltrans and resubmit until approvals are obtained.

**Deliverables:**
- Three copies of Draft and Final RFAPC

**TASK 8 - PROJECT ADVERTISEMENT SERVICES**

Consultant shall provide support during bidding. Work includes, but is not limited to, the following:

1. Respond to Requests for Information (RFIs) during the project advertisement period, and log questions and responses.

2. Prepare project addenda at the direction of the City (assume five).

**Deliverables:**
- Tabulated Response to RFIs
- Addendums, as necessary (assume 5)

**TASK 9 - CONSTRUCTION SUPPORT SERVICES**

1. Attend the pre-construction meeting, job walk, and job-site meetings over the course of the construction schedule.

2. Provide response to contractor’s requests for information (RFI) about the plans and specifications forwarded to the Consultant by the City. This task includes conferring with the City’s Construction Manager regarding the RFI as appropriate. Regularly scheduled construction observation is specifically excluded from this scope of work. It is assumed that fifteen RFI’s will be responded too.

3. Provide a master submittal list.
4. Review and approve shop drawings.

5. Review and approve submittals (assume 45).

**TASK 10 - PREPARE RECORD DRAWINGS (AS-BUILTS)**

Within 20 days following the completion and acceptance of the project, furnish City a complete set of revised original tracings showing as-built conditions. Revisions will be solely based on as-built information provided by the City’s Construction Manager and the Contractor. Consultant assumes no responsibility for the accuracy of the information provided by the City’s Construction Manager and the Contractor.

**Deliverables:**
- Furnish a complete set of revised original record drawings with bind electronic files.

**PROPOSAL REQUIREMENTS**

The Proposal must be concise, well organized and demonstrate your firm’s qualifications and experience related to traffic signal and safety improvement projects. The Proposal shall be printed on 8½” x 11” pages including resumes, past experience, graphs, tables, etc. It shall be fifteen pages (15) or less and must include the following:

I. **Cover Letter:** The cover letter shall include the name and address of the organization submitting the Proposal and the name, address, phone number, and email address of the contact person who will be authorized to make representations for the organization.

II. **Table of Contents:** The table of contents shall include an outline of the Proposal, identified by sequential page number, and section title as described herein.

III. **Corporate Documentation:** Documentation shall include relevant information regarding organizational stability and strength, including a description of the organization (e.g.), sole proprietorship, partnership, corporation, joint venture, etc.

IV. **Qualification and Experience:** Qualification and experience shall include, but not be limited to, the following:

- Identification of principal staff members including major sub-consultants that will be directly involved in the project. Provide information including relevant experience and education in providing the required services.
- Description of your firm's understanding of the project
• Detailed project schedule demonstrating how the design will be completed by the prescribed deadline
• Description of your firm's approach to the work
• Experience of the firm and of the team on similar projects
• An organizational chart indicating structure of consultant and sub-consultants and how entities will work together, i.e. by function, design, production, etc.
• Identify the availability of your team and the percentage of current workload of staff that would be committed to this project including sub-consultants
• Description of your firm's quality assurance/control procedures that will be used for the project
• Provide contact person, client's name, telephone number and address of a minimum of three (3) references where similar work was performed

V. Recommended exceptions/additions to the Scope of Work: Demonstrate capability of developing innovative or advanced techniques by providing recommended exceptions/additions to the project Scope of Work that enhance project community benefits, reduce project cost or identify missing elements.

FEE PROPOSAL

Consultant shall submit a fee proposal in a separate and sealed envelope.

The City will negotiate with the top-ranked consultant in compliance with all applicable federal, state, and local guidelines. Fee proposal shall include all tasks required to perform the work with a maximum not-to-exceed fee for each task and a grand total not-to-exceed fee. The fee proposal must contain a task and fee breakdown of all components of cost, including labor base rate, overhead, and all other direct and indirect costs. The fee proposal must clearly show hours and cost per task. The task and fee breakdown must match the scope of services, in format, as presented within the RFP.
SCHEDULE/CONSULTANT SELECTION PROCESS/SELECTION CRITERIA

The selection of the firms will be based on the following:

CONSULTANT EVALUATION SHEET

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>MAXIMUM POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Understanding of work to be done</td>
<td>25</td>
</tr>
<tr>
<td>Experience with similar kinds of work</td>
<td>20</td>
</tr>
<tr>
<td>Quality of staff for work to be done</td>
<td>15</td>
</tr>
<tr>
<td>Capability of developing innovative or advanced techniques</td>
<td>10</td>
</tr>
<tr>
<td>Familiarity with state and federal procedures</td>
<td>10</td>
</tr>
<tr>
<td>Financial responsibility</td>
<td>10</td>
</tr>
<tr>
<td>Demonstrated technical ability</td>
<td>10</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>

Interviewing of design consultants is at the discretion of the City. The schedule for the Consultant selection process is as follows:

- Request for Proposals Released: October 11, 2018
- Proposals Due: November 2, 2018 (10:00 a.m.)
- Shortlist Consultants: November 14, 2018
- Contract Award: December 11, 2018

The design shall be completed by May 2018. Consideration will be given to Consultants whom can demonstrate they can meet schedule goals.

RIGHT TO REJECT ALL PROPOSALS

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

INSURANCE REQUIREMENTS

Consultant shall provide insurance certificates naming the City of Pico Rivera as an additional insured for Workers Compensation Insurance, General Liability and Automobile Liability; the proposer must provide Professional Liability Insurance coverage (Errors and Omissions in the amount of $2,000,000 per occurrence). The
insurance certificate shall contain a provision that the City shall be given ten (10) days prior written notice in the event of cancellation or reduction in coverage. Consultant shall also execute a hold harmless statement on a form provided by the City.

**AWARD OF CONTRACT**

The City will not pay any costs incurred by any firm or person submitting a Proposal. All data, documents, and other products submitted with the Proposal shall become the property of the City.

The City reserves the rights to reject, modify, or cancel, in part or in its entirety, this RFP. The City assumes no obligation, and none is implied, to award a contract for any phase or services, specified in this RFP.

A City standard consultant agreement will be used. A sample of this agreement is included as Attachment A. Your proposal shall contain a statement of the firm's willingness to execute the contract with an indication of any contractual requirements for which the consultant takes exception.
Attachment A – Location Map
Attachment B – Sample Professional Services Agreement
AGREEMENT NO. _______
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
<CONSULTANT NAME>

1. IDENTIFICATION

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

2. RECITALS

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

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

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

3. DEFINITIONS

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

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

3.3 "Commencement Date": ____________________

3.4 "Expiration Date": ____________________

4. TERM

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

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

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

6. **COMPENSATION**

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

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

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

7. **BUSINESS LICENSE**

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

8. **COMPLIANCE WITH LAWS**

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

9. **CONFLICT OF INTEREST**

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

10. **PERSONNEL**

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

11. **OWNERSHIP OF WRITTEN PRODUCTS**

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

12. **INDEPENDENT CONTRACTOR**

12.1 Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall
12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

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

13. CONFIDENTIALITY

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

14 NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

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

15. INDEMNIFICATION

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

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

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

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

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

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

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

16. **INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

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

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

18. RECORDS AND INSPECTIONS

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

19. PERMITS AND APPROVALS

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

20. NOTICES

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

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

22. **TERMINATION**

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

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

23. **ASSIGNMENT**

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

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

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

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

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

25. **WARRANTIES**

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

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

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

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

27. **NON-WAIVER**

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

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

28. **COURT COSTS**

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

29. **SEVERABILITY**

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

30. **GOVERNING LAW**

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

31. **COUNTERPARTS**

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

32. **ENTIRE AGREEMENT**

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

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

“CITY”
CITY OF PICO RIVERA

“CONTRACTOR”
Name

______________________________ ___________________________________
Arlene Salazar, Acting City Manager      Name

Dated: ________________________    Dated: _____________________________

ATTEST:                                APPROVED AS TO FORM:

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