

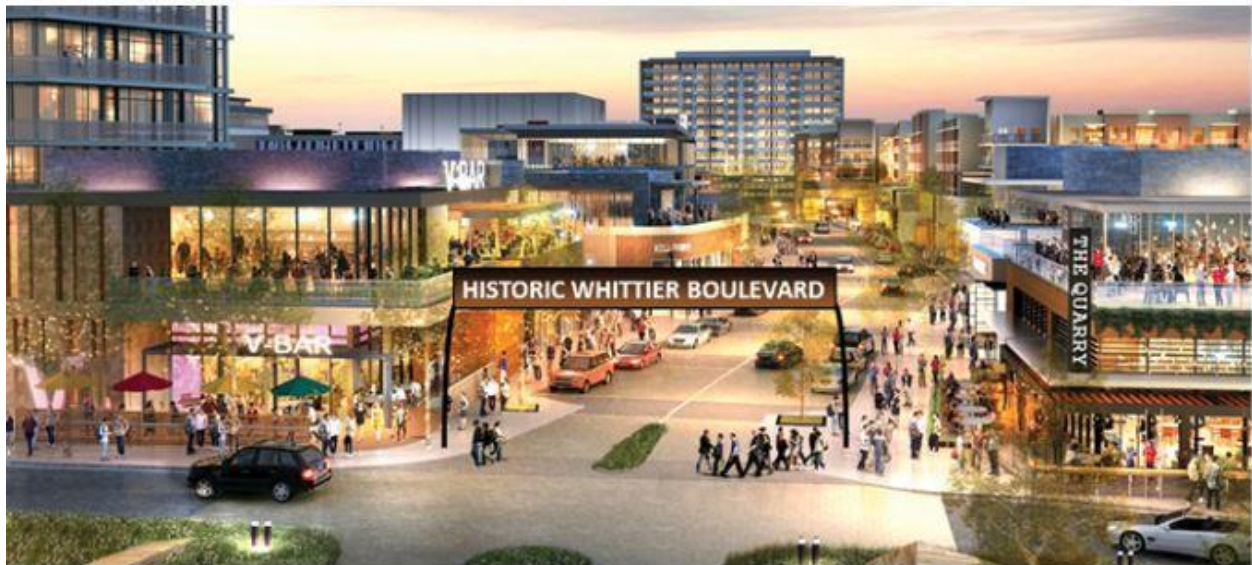


City of Pico Rivera

Request for Professional Services

Historic Whittier Boulevard Revitalization Program

Specific Plan and Multimodal Plan



Published: Monday, August 1, 2022

Revised: N/A

Submission Deadline: Friday, September 9, 2022 @ 5pm

I. INTRODUCTION

In late 2020, the City of Pico Rivera City developed a community and economic recovery framework to address immediate impacts from COVID-19 while simultaneously positioning the city to capitalize on new, emerging opportunities. The framework served as the foundation for what is now the Pico Rivera 2035: Community Revitalization Program (PR 2035), a comprehensive collection of programs, projects, and policies designed to support the city's evolution from a quintessential Los Angeles suburban bedroom and car-oriented community toward a more holistic, healthy, sustainable, multimodal, and modern smart city.

PR 2035 identified and prioritized five major corridors that are ripe for revitalization: 1) Washington Boulevard, 2) Rosemead Boulevard, 3) Whittier Boulevard, 4) the Rio Hondo, and 5) the San Gabriel River. The Historic Whittier Boulevard Revitalization Program was born after receiving a Caltrans Sustainable Communities Grant in June 2021 to develop a multimodal and streetscape design plan. Shortly thereafter, the Pico Rivera City Council appropriated the necessary funds to develop a comprehensive Specific Plan for the corridor and to create a formal "uptown" district in Pico Rivera.

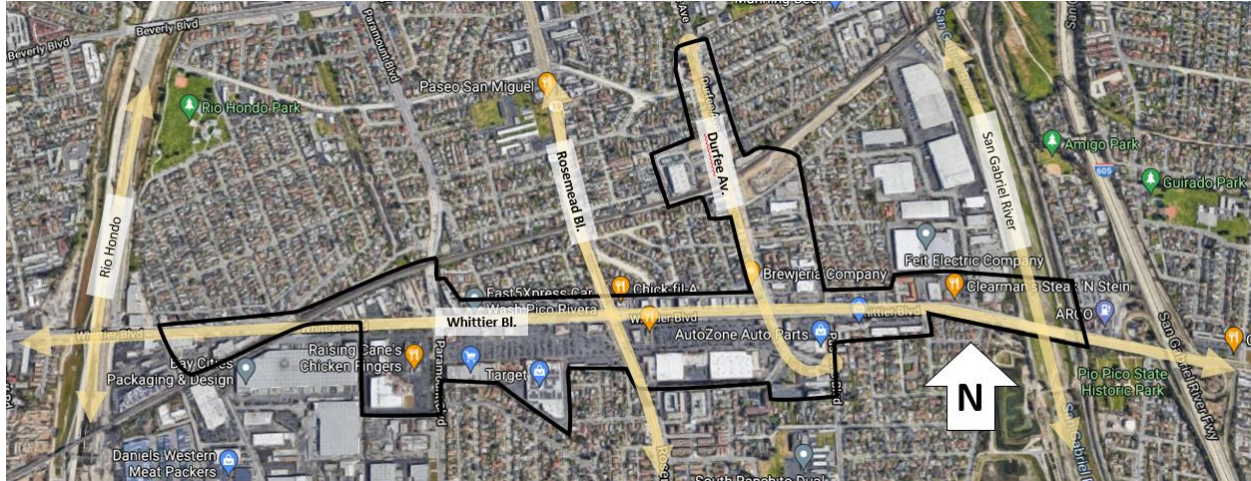
II. SUMMARY OF REQUEST

The City of Pico Rivera is seeking a qualified, technical consultant team to prepare the Historic Whittier Boulevard Specific Plan (Plan) and related documentation for environmental clearance for Whittier Boulevard and Durfee Avenue. The Plan will serve as the foundation for establishing a formal "uptown" district within the city and is expected to include, but not be limited to, a combination of traditional elements such as land use, housing, parks and open space, private development standards and modern elements such as environmental justice, equity, diversity, inclusion, art and culture. In particular, the Specific Plan shall include a multimodal and streetscape design plan that will serve as an independent deliverable to the Caltrans Sustainable Communities Grant Program. Consultant teams are expected to be multi-disciplinary experts in urban planning, public policy, and infrastructure programming and must demonstrate their depth of experience, knowledge, and awareness related, but not limited to the following fields of study:

- Land use planning and zoning
- Mixed-use development with an emphasis on affordable housing
- Parks, open, and recreation space
- Urban streetscape, landscape and architectural design
- Creative funding and financing mechanisms (e.g. special assessment districts)
- Multimodal transportation and mobility
- Social justice, equity, diversity, and inclusion
- Technology advancements and disruptive innovations in community development
- Environmental sustainability, climate change & resilience
- Public health and wellness
- Public safety and security
- Strategic partnership and leveraging resources
- Private sector influences on community and economic development
- Civil engineering
- Environmental compliance
- Communications, content creation, 3D modeling

The project area generally encompasses the east-west Whittier Boulevard commercial corridor between the western city boundary shared with the City of Montebello and the eastern city

boundary shared with the City of Whittier (see image below). The project area also includes a portion of the north-south Durfee Avenue corridor extending from Bartolo Avenue on the north end to Passons Boulevard on the south end. Please be advised that these project boundaries are not exact and are subject to change throughout the planning process.

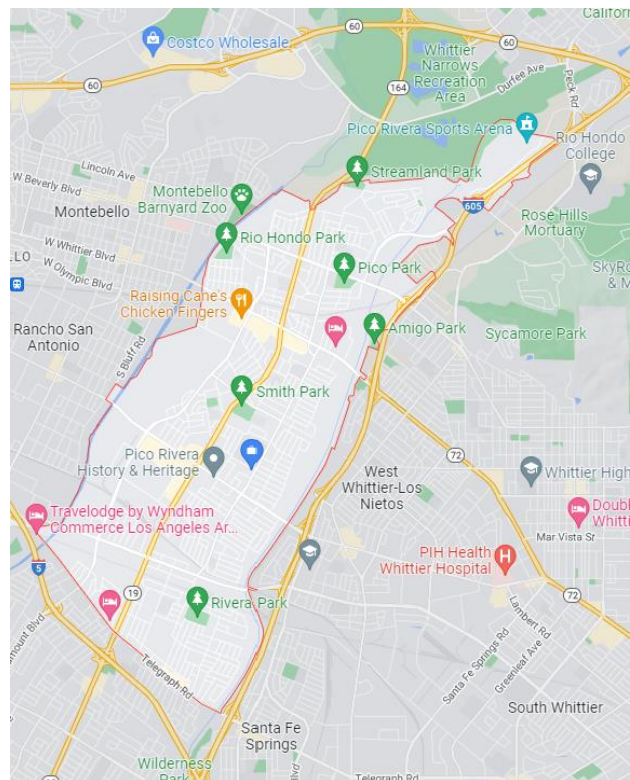


III. BACKGROUND

About the City of Pico Rivera

The City of Pico Rivera was incorporated in 1968 as a non-charter optional code city with a Council-Manager form of government. The City Council is comprised of 5 members, elected at large by the citizens of Pico Rivera. The City Council are part-time officials who exercise the legislative powers of the City and determine matters of policy. The Mayor is a Councilmember selected by the Council to chair meetings, authenticate documents and serves as the ceremonial head of the City. The Council is supported by several advisory boards and commissions including the Parks & Recreation Commission, Planning Commission, Ad-Hoc Infrastructure Committee, and the Ad-Hoc Economic Development Committee to name a few. The Council appoints a full-time City Manager who is the head of the executive branch and serves as the professional administrator of the organization, coordinating all day-to-day activities.

The City of Pico Rivera is located approximately eleven (11) miles southeast of downtown Los Angeles, on the northeast edge of the Gateway subregion, and on the southern edge of the San Gabriel Valley subregion. The City is bounded on the north by the Los



Angeles County unincorporated area of Whittier Narrows, on the east by portions of City of Industry, unincorporated Los Angeles County, and the City of Whittier, on the west by Montebello, and on the south by Downey. The City has a total land area of approximately 8.3 square miles. The City is generally bound by Whittier Narrows Dam on the north, San Gabriel River on the east, Telegraph Road on the south and the Rio Hondo Channel on the west. Rosemead Boulevard (State Highway 19) runs north-south through the middle of the City. Whittier Boulevard (State Highway 72) runs east-west through the City.

Whittier Narrows Dam Safety Modification Project

The northernmost city boundary is largely defined by the Whittier Narrows Dam, which is owned, managed and maintained by the U.S. Army Corps of Engineers (USACE). The 3-mile earthen dam spans east-west connecting the Rio Hondo and San Gabriel Rivers. After completing a detailed structural assessment, the USACE determined the dam to be unsafe and at-risk of failure in the event of an extreme storm. To protect over 1.25 million people in 25 cities living south of the dam from catastrophic flooding, the USACE has initiated the \$385 million Whittier Narrows Dam Safety Modification Project (WND Project). As an active partner, the City of Pico Rivera undertook a robust communications program to educate the public about the project and its benefits.

Although critical to public safety in the region, the WND Project also has profound impacts on the City of Pico Rivera. The WND Project will eliminate 104-acres or 57% of parks, open, and recreation space in the city. Pico Rivera is already considered to be “park poor” with less than 1-acre of park per 1,000 residents. The County average is 3.3-acres while the national average is approximately 6-acres. Furthermore, Rooks Road/Sports Arena Drive – a critical access road to the nationally recognized Pico Rivera Sports Arena – will also be eliminated thereby rendering the Sports Arena functionally inoperable for its intended purpose. These collateral impacts will result in significant losses in economic activity, jobs, parks space, and cultural institutions that ultimately help define the character of Pico Rivera.

History and Current State of Whittier Boulevard

Whittier Boulevard is historically known as *El Camino Real*, a 600-mile commemorative route connecting the 21 Spanish missions in the State of California. In Pico Rivera, Whittier Boulevard lacks a unifying theme and contradicts the premise of a resilient built environment. Over the years, Whittier Boulevard has developed as a sprawling, car-dominated corridor with sparse housing, abandoned and blighted properties, incompatible land uses, disjointed retail strips, and big-box retailers with excessive parking lots. Whittier Boulevard has also become infamously known for its territorial gangs and disruptive lowrider cruising culture that has been the source of damaging portrayals in Hollywood films of the greater Latino communities of Southeast Los Angeles County. Leading up to the pandemic, Whittier Boulevard was already experiencing urban decline.

COVID-19 led to an unprecedented number of small-business closures resulting in a downward spiral of economic hardships. According to the CalEnviroScreen 4.0, the four census tracts along Whittier Boulevard are defined as Disadvantaged Communities where one census tract is in the 93rd percentile while two others are above the 86th percentile. Over 75% of the students at the three elementary schools and the middle school adjacent to the corridor qualify for free and reduced-price meals. Median household income in three of the four census tracts is less than 80% of the state median.

At the street-level, Whittier Boulevard is unsafe for vulnerable road users and not conducive to multi-modal alternatives. From July 2018 to December 2019, Whittier Boulevard experienced 10 collisions between cars and pedestrians/bicyclists resulting in serious injury or fatality, an increase over previous years. According to the Transportation Injury Mapping System, between 2014 and 2019, 36 collisions occurred in the project area, including 17 pedestrian collisions (three of which resulted in fatalities) and 19 bicycle collisions. The majority of pedestrian collisions occurred while using a crosswalk at an intersection, followed by crossing the roadway where no crosswalk exists. On average, from 2014 to 2019, bicycle collisions increased by 13% annually, while pedestrian collisions increased by 42% annually.

PR 2035 & Historic Whittier Boulevard Revitalization Program

Humbled by COVID-19, the economic downturn, and the WND Project, the City developed and is aggressively advancing Pico Rivera 2035 (PR 2035), a modern-day renaissance designed to stimulate holistic community revitalization through smart, equitable, and sustained long-term community development and economic growth. PR 2035 seeks to leverage existing resources to attract significant investments while aligning legislative support for capital infrastructure and innovative programs, projects, and policies that will transform the city and the region alike. By thinking globally and acting locally, PR 2035 strives to surpass regional, State, national and worldwide goals. At the heart of PR 2035 is the Historic Whittier Boulevard Revitalization Program (HWB Program).

The HWB Program is comprised, but not limited to the following programs, plans, projects, and policies:

Specific Plan - The Specific Plan will articulate a vision for a new and improved Whittier Boulevard and represents a strategic planning approach to formally embrace and reflect the rich history, culture, and diversity of Pico Rivera while cultivating a people-oriented and equitable place where all community-members thrive. Through the principles of collective impact and collaborative governance, the Specific Plan will ultimately serve as the foundation for establishing an official “uptown” district in Pico Rivera.

Multimodal & Streetscape Design Plan - Funded by the Caltrans Sustainable Communities Grant Program, the multimodal and streetscape design plan will serve as the formal transportation/circulation element of the Specific Plan and satisfy the independent deliverable of the Caltrans grant. Through creative streetscape designs, this plan will explore and define a built environment that prioritizes the safety of vulnerable road users while promoting a more walkable, bikeable and transit-friendly community.

Whittier Boulevard Overlay & Landscape Median Improvements - The Whittier Blvd Overlay Project consists of removing/grinding 2-inches of the existing asphalt and replaced with a 2-inch asphalt rubber hot mix from Paramount Boulevard to Durfee Avenue. The Whittier Boulevard Landscape Median Improvements consist of the beautification of the median islands along Whittier Boulevard from Paramount Boulevard to the east City limits. Some of the main improvements include the installation of an irrigation system, hardscape, drought tolerant plants and trees.

10G Fiber Optic Network – The city initiated a fiber optic master plan in 2020 and in January of 2021, the city entered into a development agreement to design and install a 10G fiber optic network throughout the city. The citywide network will help to close the digital divide in the city and the open access network will allow for multiple service providers to use the network to offer more choice to consumers. The first phase of implementation will focus on the major corridors identified in PR 2035, including Whittier Boulevard.

Durfee Avenue Parklet – Businesses along Durfee Avenue were hard-pressed to survive the construction impacts from the Durfee Ave. Railroad Grade Separation Project and the COVID-related restrictions at the peak of the pandemic. To accommodate outdoor dining space while increasing access to park space, the city partnered with a local business to modify and transform a shipping container into the city's first parklet. The parklet featured a unique and vibrant mural along with lounge furniture to create a welcoming and pleasant environment. The parklet prompted people to “think outside the box” giving rise to community-wide discussions about forming an official “uptown” district in Pico Rivera.

Bus Shelters & Electrical Boxes – The city has completed a preliminary inventory of city owned bus shelters and electrical boxes that are subject to a functional improvements and beautification. The city is now in the process of creating policy to guide and regulate community-oriented murals and art on public furniture. Whittier Boulevard has been prioritized for this initiative.

Whittier Boulevard Bike/Ped Bridge over the San Gabriel River - Pico Rivera was recently funded by the Lower Los Angeles and San Gabriel Rivers and Mountains Conservancy (RMC) to study the feasibility of a new Class-I multi-use bridge adjacent to Whittier Blvd. to accommodate safe passage between the San Gabriel River bike path and the Paseo del Rio at San Gabriel Coastal Basin Spreading Grounds.

Pio Pico Bikeway Extension Project - In partnership with the RMC, the City seeks to complete the engineering design plans for a Class-I multi-use trail adjacent to Whittier Blvd. that will connect the San Gabriel River bike path with the Pio Pico State Historic Park, the only California State Historic Landmark along the San Gabriel River.

The Passon Active Depot (PAD) Park - The City will transform an underutilized and blighted former bus depot into a colorful and vibrant neighborhood park that features 14 new canopy trees and drought resistant native landscaping; a grassy knoll and performance amphitheater; decorative fencing; creative solar panel shade structures; a butterfly garden; community-based artwork; children's play areas; free Wi-Fi hotspot; and architecturally-designed shipping containers to be used as flexible community space. The PAD Park will also commit space dedicated to incubating small, home-grown businesses such as galleries, cafés, bakeries, and other vendors to help establish their clientele, extend their product offerings, learn and apply new business management practices, and save for longer-term business growth and development. The overall intent is to establish a launching pad for small businesses to eventually graduate into the formal “uptown” business environment.

Business Improvement/Community Benefit District (BID/CBD) - The local business community along Whittier Blvd. recognize the importance of improving local conditions as a tool to attract and retain economic activity in the area. Through a direct private

contribution, the City is facilitating the creation of a BID/CBD that is committed to corridor beautification, enhanced safety and security, unique branding and special events, and capacity enhancing infrastructure improvements.

Pico Rivera Design Studio - Based on the commitment to overhaul Whittier Boulevard, the City has acquired a parcel of land and vacant building that will eventually be used to stimulate new development based on the adopted Specific Plan. In the interim, the vacant building will serve as the temporary headquarters for the Pico Rivera Design Studio. As part of a more in-depth workforce development program, the city is forming partnerships with major educational institutions to offer an immersive, real-world learning and working experience within the fields urban planning. Teams of students and ambassadors would be available to support ongoing tasks associated with the HWB Program.

Eastside Open Streets Event - Pico Rivera has partnered with the unincorporated communities of East Los Angeles and West Whittier along with the cities of Commerce, Montebello, and Whittier to host a multi-jurisdiction open street festival primarily along Whittier Boulevard. The event is tentatively scheduled for October 2023.

Program Management Team Structure

The city will serve as the primary functional lead on the entire Historic Whittier Boulevard Revitalization Program, inclusive of individual projects such as the Specific Plan and the Multimodal & Streetscape Design Plan. The City has contracted with CivicWell, a 501(c)3 non-profit organization to support overall program management and grant administrative duties. Furthermore, CivicWell has subcontracted Day One, a local non-profit organization that will largely be responsible for developing and implementing a robust outreach and engagement plan for the HWB Program. The city will be directly responsible for procuring professional consultant services to conduct technical analysis, prepare the draft and final plans, produce documentation and content, and support outreach efforts as needed. Collectively, the program team will consist of the City of Pico Rivera, CivicWell, Day One, and the consultant team selected as a result of this RFP.

IV. GOALS & OBJECTIVES

The City of Pico Rivera seeks to work with a technical consultant to achieve the following goals and objectives:

- A. Develop a comprehensive assessment and analysis of the existing conditions, challenges, and opportunities within the Whittier Boulevard and Durfee Avenue corridors and surrounding communities.
- B. Establish a clear vision, mission, goals and objectives that will serve as the guiding principles for the major chapters of the Specific plan which aligns with the City's General Plan.
- C. Develop data driven, community-oriented standards and guidelines that will serve as the blueprint for future development, housing and infrastructure along the corridors that spurs smart growth, mobility and economic activity while retaining the integrity and identity of the community it serves.

- D. Develop a technical specific plan that incorporates modern industry standards and practices such as but not limited to form based code, sustainability, resiliency, accessibility, complete streets, multi-modal transportation and more.
- E. Establish the Specific Plan as the guiding framework for ongoing corridor revitalization efforts throughout the City as outlined in PR 2035.

V. SCHEDULE OF EVENTS

Activity	Date*
Request for Proposals is published	Monday, August 1, 2022
Last day to submit questions	Wednesday, August 10, 2022
Last day for staff to respond to questions	Monday, August 15, 2022
Proposal submission deadline	Friday, September 9, 2022 @ 5p
Deadline for staff to review proposals	Friday, September 23, 2022
Consultant(s) selection & interviews	Late September
Award of Contract & Notice to Proceed	October 2022

** All dates are subject to change without notice.*

VI. SCOPE OF WORK

This scope of work is subject to change and provided as a basis for understanding the nature of work being requested.

Task 01 – General Administration & Project Management

CivicWell, in partnership with the City, will oversee and support management of the plan development effort. Day One will support the creation and implementation of a robust communications, outreach and engagement plan. CivicWell will also help coordinate messaging, timelines, and other activities related to other projects and initiatives taking place within the Whittier Boulevard corridor.

Task 1.1 - Project Kickoff

The Consultant will attend a kick-off meeting and site visit with City Staff, Civic Well and local outreach coordinator Day One to discuss existing/baseline conditions, the PR 2035 initiative, the Whittier Boulevard Revitalization program, scope of work and technical analysis as well as to develop communication protocols, coordinate strategy, and clarify roles and responsibilities.

The consultant will be required to submit a draft action plan for approval that outlines general strategies, tactics, and anticipated actions prior to commencing the technical analysis on behalf of the City.

Task 1.2 – Management Plan

Following the kickoff meeting, the Consultant will provide a draft management plan with any updates and refinements to the scope of work, timeline, allocation of resources and other details deemed necessary for effective and timely communication, direction, decision-making, progress tracking and invoicing. The Consultant will finalize the plan based on feedback from the City.

Task 1.3 – Project Team Meetings

The Consultant will attend at a minimum monthly virtual update, planning and coordination meetings with City staff and CivicWell. CivicWell will circulate draft agendas for review and input by the Consultant and City and follow with meeting notes. Smaller, more frequent check-in meetings will be scheduled as needed.

Task 1.4 – Pico Rivera Design Studio and On-Site Work Schedule

The city will provide a functional building, workspace, and baseline IT infrastructure at the Pico Rivera Design Studio located at 9201 Whittier Blvd. Pico Rivera, CA 90660. The Consultant will be required to establish an on-site work schedule and plan to operate, conduct work, and provide in-person mentorship, transfer knowledge, offer informal job training, and expose high school project ambassadors and college/university students to the various fields of study associated with the Multimodal Plan and Specific Plan. The proposal must include a percentage of time that will be committed to on-site work and operations. The exact percentage of on-site time is negotiable and should be flexible. The city and the Consultants will work jointly to determine, provide, and satisfy all workspace needs while working on-site.

Task 01 – Deliverables

- Kickoff meeting attendance sheet
- Draft and final project management plan
- Project meeting agendas, attendance, notes, and action items
- Bi-weekly check-in meetings, or as needed by staff
- Monthly activity and progress reports
- Monthly invoices
- On-site work schedule as a percentage of total time

Task 02 – Background, Discovery & Existing Conditions

Working closely with City staff and CivicWell, the Consultant will collect, research, organize and analyze existing plans, policies, ordinances, studies and data to establish the baseline of existing conditions needed to inform development of the multimodal plan and specific plan.

Task 2.1 – Field Survey and Base Mapping

The Consultant will conduct site visits to document land uses and development patterns, opportunities and constraints, key development and redevelopment opportunity sites, existing development plans submitted for review, and key destinations such as local and regional shopping and service areas, schools, parks, job centers, transit centers, and other activity nodes and key features within or in the vicinity of the project area.

Task 2.2 – Policies, Plans and Program Assessment

The Consultant will identify, inventory and review for consistency relevant local and regional land use, environmental, and transportation planning, policy, maps and ordinances that direct, regulate, and/or influence development in the project area, including but not limited to: City of Pico Rivera 2014 General Plan, Zoning Designations and Code, other pertinent development standards and programs, 2020-2045 RTP/SCS (known as "Connect SoCal"), and plans for I-605, SR 19 (Rosemead Boulevard), Metro Eastside Gold Line Extension, freight and commuter rail corridors, river parks districts (SB 268 - Archuleta) and other improvements. Identify and provide specific plans in other cities to be referenced as case studies, proofs of concept, and working models that align with the goals of this Specific Plan.

Task 2.3 – Multimodal Data Collection and Assessment

The project area will be reviewed for mobility and level of service considerations for all modes. The Consultant will compile and examine existing traffic safety, circulation, access and operations issues for pedestrians, bicyclists, transit users, motorists, and emergency responders throughout the corridor. Examples include, but are not limited to:

- Evaluation of existing bicycle and pedestrian trips using the Strava bicycle and pedestrian activity data or other sources.
- Review of pedestrian, bicycle and transit activity data available from the City and transit service providers including data collected by the City, transit agencies and available bicycle data from recently completed studies or reports.
- Review of motor vehicle traffic data available from the City, traffic models, and from recently completed studies or reports.
- Collection and analysis of traffic counts.
- Evaluation of collision data using recognized statewide standardized data to map injuries and fatalities to pedestrians, bicyclists and motorists in traffic collisions.
- Parking supply and utilization.

Task 02 – Deliverables
<ul style="list-style-type: none"> ● Draft and Final Comprehensive Existing Conditions Report and associated maps

Task 03 – Community Outreach and Engagement

Task 3.1 – Provide Input on Community Engagement Plan

CivicWell, with input from the City and Consultant, will prepare a community

engagement plan to inform residents, businesses and other stakeholders about the project and upcoming community events. The plan will provide a coordination strategy between key partners, project milestones and timeline for the multimodal plan and specific plan.

Task 3.2 – Project Advisory Group Meetings

The Consultant will participate in advisory group meetings led by the City and CivicWell with Day One. The project advisory group will consist of approximately 12-15 participants from a cross-section of stakeholders, such as service providers, property owners, business, community and faith-based organizations, schools, and others that represent Pico Rivera demographics and perspectives. The group will identify important sensitivities to consider and pertinent information regarding the conditions, history, and needs of the community. The local organization to be identified will seek the participation of representatives from diverse community-based stakeholders, including those identified in the stakeholder list.

The advisory group is anticipated to meet at least four times in person in concert with key milestones through the duration of the planning process, with the possibility of additional meetings as needed. The group will help determine strategies for engaging all segments of the community and maximizing participation at public events, as well as opportunities for coordination and synergy with other community initiatives and planning activities impacting the community. Meetings will also provide a venue for discussion of plan concepts and strategies for plan implementation.

Task 3.3 – Policymaker Engagement

The Consultant will support the City in conducting briefings and study sessions with the City Council, City Commissions, and other elected offices to keep policymakers apprised of the planning process and key decision points, and obtain feedback and direction during the development of plan components. It is anticipated that this activity will occur 8 meetings in total, or approximately 2 meetings with each of the following bodies: City Council, Planning Commission, Parks Commission, and joint meetings with the State Assembly and Senate offices, County Supervisor office, and Congressional office. This includes sessions during the plan development process and prior to final hearings for approvals and adoption.

CivicWell will oversee coordination between the Consultant and the City for the execution of this task. The Consultant will assist City staff and CivicWell with creating reports and presentations and attend meetings as needed.

Task 3.4 – Technical Advisory Group Meetings

The consultant will participate in technical advisory group (TAG) meetings organized by the City and CivicWell involving staff from relevant City and County agencies, Caltrans District 7, Metro and Montebello Transit, SCAG, Gateway Cities COG, utilities, railroads, air and water quality management districts, and key entities involved with economic development and housing in Pico Rivera who will provide data sources, regulatory, administrative and coordinated interagency input

and guidance. Efforts will be made to hold TAG meetings in conjunction with the Project Advisory Group meetings listed below. The TAG meetings are an opportunity to seek and collect TAG member's feedback on feasibility and implementation considerations in concert with community input on plan elements. CivicWell and consultant(s) will organize and facilitate TAG meetings, with support from the City.

The TAG will meet periodically (virtually, approximately 4 times yearly) and at key milestones throughout the development of the plans.

Task 3.5 – Community Design Charrette(s)

CivicWell will lead organization of a charrette and co-facilitate the events and activities with the Consultant. This scope of work assumes that one, five-day charrette would take place with activities designed to maximize feedback that informs both plans. However, the five-day span may need to be broken into two phases in order to address and vet the totality and complexity of topics associated with both a multimodal transportation plan and specific plan (vehicular and non-vehicular circulation, land use, design concepts, zoning and development standards, and other infrastructure changes and improvements, etc.). In the event that social-distancing public health restrictions are required, some in-person activities may be converted or replicated using the Virtual City Hall technology system and/or other platforms. This system will also include phone conferencing capability for those who do not have access to a computer or the internet.

The conceptual schedule of activities for the charrette includes:

- Small group focus meetings with key stakeholders (e.g., government agencies, property and business owners, community service providers, school district and students, emergency responders, multifamily residents, etc.) to gain a better understanding of the concerns and issues.
- Opening community workshop, typically on a weekday evening to ensure broad participation. The workshop will provide participants with an overview of the project goals and objectives and include a visioning and possibilities presentation followed by exercises and activities to gather community input, such as design tables in which small groups work together to write and draw their ideas on aerial maps.
- Facilitated walk and/or bike audits to observe conditions and discuss solutions. Walk and bike tours may be held off-site, in other cities to demonstrate proposed and/or desired built environments. Bike audits may be conducted in conjunction with the Los Angeles County Sheriff's Bicycle Patrol Unit and in coordination with the City's Bike Education and Recreation (BEAR) program.
- Strategy sessions and production days in which consultants work several days on-site to develop preliminary recommendations and illustrative graphics.
- Open studio opportunities where residents and stakeholders can view work in progress, interact with the team and provide feedback.
- Review session with City and other key agency staff.

Task 3.6 – Project Story Map

The Consultant will develop and maintain an interactive web page using ArcGIS Story Maps to publicize information, generate interest and encourage participation in the process and activities about the plans as they are developed.

Task 3.7 - Advanced Graphic Visuals & Renderings

With guidance from the City, CivicWell and Day One, the Consultant will create up to 20 appealing, relatable, and culturally sensitive graphic visuals, superimposed photographs, and/or 3-dimensional renderings to illustrate current, proposed, recommended, and/or final design conditions. Visuals and renderings will be used for print collateral and digital platforms as necessary.

Task 3.8 – Community Workshops on Draft Plans

Following the preparation of each draft plan, CivicWell will organize and widely publicize an in-person workshop where the Consultant will present recommendations to the community for feedback and ensure critical issues have been addressed. In the event public health social distancing restrictions are required, the workshop may be conducted remotely using the Virtual City Hall technology system and/or other interactive online platforms.

Task 03 – Deliverables
<ul style="list-style-type: none">● Project advisory group and technical advisory group presentation materials and meeting notes● Story Map web page● Graphic visuals and renderings● Policymaker engagement presentation materials, staff reports and summaries● Charrette PowerPoint presentation materials and other materials as necessary, design concepts and summary of input● Workshop meeting agendas, PowerPoint presentations, other materials as necessary

Task 04 – Plan Development

The project will utilize a community-based planning effort to: 1) establish a collaborative vision and cross-sector constituency committed to transformation of Whittier Boulevard into a high quality multi-modal and mixed-use corridor; 2) develop community-driven design concepts and implementation measures that improve conditions for walking, bicycling, transit and transit supportive development to serve the needs of all modes and users.

The Consultant will work closely with the nonprofits CivicWell and Day One. They will craft the community and stakeholder outreach and engagement plan. They will organize and coordinate the extensive public participatory process, with input and participation from the Consultant, that will be used to identify strategies that improve safety and promote active modes of transportation, support first and last mile connections to transit, and promote infill and revitalization.

The Consultant will prepare the multimodal plan and the specific plan (with the multimodal plan incorporated in the document). The Consultant will evaluate and address key land use, transportation and community design issues, trends and opportunities and develop a prioritized series of implementation measures. The final specific plan will provide city leaders, staff and the community a blueprint for creating a high quality, integrated active transportation and transit network and environment, and policies and tools to implement residential and commercial infill and revitalization.

Task 4.1 – Multimodal Plan & Streetscape Plan

The Consultant will build upon the activity and deliverables in previous tasks to develop the draft plan for review by the City, community, and other interested stakeholders. The Consultant will analyze and document baseline conditions for land use, multimodal access, connectivity and traffic safety and operations, coordinate with the technical advisory group, will actively participate in community engagement activities, will develop design concepts and recommendations that respond to input from residents, stakeholders and responsible agencies, and prepare the plan document. Core components of the plan will include:

- A comprehensive summary of the community engagement process and input received.
- An overall framework plan for on- and off-street connections within and to the plan area with proposed development, circulation, and access patterns consistent with the desired community character.
- Conceptual designs for public and private development opportunity sites and bringing streets in the area up to current complete street standards, including pedestrian, bicycle and transit facilities and enhanced streetscapes to support walking and bicycling. Graphic street designs and/or simulations will provide visualizations for the public to understand roadway cross-sections and their interaction with adjacent land uses.
- Tools, strategies, standards and designs to support walkable, mixed-use infill, affordable housing and transit-oriented development.
- An implementation strategy that identifies short- and long-term infrastructure improvements, funding and financing opportunities, and process for instituting policy and regulatory changes to implement the plan.

The final deliverable fulfilling the requirements of the Caltrans Sustainable Communities Planning Grant will be the Historic Whittier Boulevard Multimodal Revitalization Plan that will guide the City as it moves to implement projects that improve conditions for walking and bicycling along Whittier Boulevard and a portion of Durfee Avenue. The plan will include detailed recommendations for street design, intersections, trails, and crosswalks. It will be graphically illustrated with maps and drawings, including sections, plan views, and detailed recommendations for public infrastructure improvements.

The plan will be a standalone document that will be incorporated into the specific plan (described below) as a chapter and will be integrated into other chapters and sections as appropriate.

Task 4.1 – Deliverables

- A standalone Historic Whittier Boulevard Multimodal Revitalization Draft and Final Plan Document that includes:
 - Summary of Community Engagement Process and Input
 - Plan Goals and Objectives
 - Framework Plan with Illustrative Maps, Plan Views and Cross Sections
 - Conceptual Designs (30%) for Complete Streets and Enhanced Streetscapes with Graphic and Photo Illustrations
 - Tools, Strategies and Design Guidelines for Street, ROW and Adjacent Land Uses
 - Implementation Plan with Cost Estimates for Infrastructure Improvements

Task 4.2 – Specific Plan

The Consultant will build upon the activity and deliverables in Task 4.1 and previous tasks to develop the specific plan for review by the City, community, and other interested stakeholders. The document will be in compliance with California Government Code Section 6540-65457 and State Guidelines for Specific Plans.

The Whittier Boulevard Specific Plan will be the outcome of the two-year effort to produce a comprehensive vision with goals, policies, objectives and implementation measures that will address, but not be limited to, the following major topics:

- Land Use and Zoning for Housing and Commercial Infill Development
- Community Design and Built Form (e.g. form-based code)
- A standalone Multimodal Transportation & Circulation (fulfilling requirements for the Historic Whittier Boulevard Multimodal Improvement Plan funded by a Caltrans grant)
- Market Conditions and Development Feasibility
- Analysis of Opportunity Sites
- Parks, Open & Recreation Space
- Parking Evaluation and Management
- Infrastructure and Services Needs
- Economic Development, Finance and Investment Tools and Strategies
- Environmental Justice & Climate Resilience

Based on input, the Consultant will produce at least three land use scenarios with various options for height, density, zoning, design alternatives, etc. to help narrow down the most desirable build-out option.

Task 4.2 – Deliverables

- Draft and Final Specific Plan Development Components:
 - At least 3 land use future build-out scenarios
 - Market Conditions and Opportunity Site Assessment
 - Parking Study and Management Plan
 - Land Use Regulating Plan and Design Guidelines
 - Multimodal Plan (incorporated from previous task)
 - Detailed Land Use and Development Regulations
 - Implementation and Administration Plan
- Draft and Final Plan Document in Compliance with State Development Code and Guidelines for Specific Plans

Task 4.3 – General Plan Land Use Map and Zoning

The Consultant will prepare necessary amendments to the General Plan Policy Map and Zoning Code Map to provide consistency with the Specific Plan. Two (2) rounds of review on the Draft General Plan Land Use Policy Map and Zoning Code Amendment will be conducted.

Task 4.3 – Deliverables

- Draft and Final Amendments to the General Plan and Zoning Map

Task 05 - Plan Review and Approval

Task 5.1 – Planning Commission and City Council Public Hearings for Multimodal Plan

Public hearings before the Planning Commission and City Council will be conducted to adopt or approve the multimodal plan. It is anticipated one meeting before the Planning Commission and one meeting before the City Council will be conducted. The Consultant will prepare for and attend each public hearing. The Consultant will assist City staff in creating a report and PowerPoint Presentation.

Task 5.2 – Planning Commission and City Council Public Hearings for Specific Plan

Two (2) meetings before the Planning Commission will be conducted to adopt the Specific Plan and make recommendations to the City Council. The Consultant will prepare for and attend each public hearing. The Consultant will assist City staff in creating a report and PowerPoint Presentations. Comments from the Planning Commission will be incorporated into the Specific Plan and EIR. Two (2) meetings before the City Council will be conducted to adopt the Specific Plan and certify the EIR. The Consultant will prepare for and attend each public meeting.

Task 5 – Deliverables

- Draft Presentations
- Recommendations/Comments from the Planning Commission and City Council
- Draft Staff Reports

Task 06 - Environmental Compliance

Task 6.1 – California Environmental Quality Act Compliance (CEQA) and/or National Environmental Policy Act (NEPA) - Draft Environmental Plan

The CEQA Consulting Services to be provided pursuant to this RFP for the project shall include all the tasks described below, as are necessary for the extent of environmental review deemed appropriate for the project by the Initial Study. The scope of CEQA analysis will be dependent on the level of environmental review required to adopt the Specific Plan:

- a. Preparation of all required CEQA documentation in accordance with CEQA as appropriate for the scope of the project, including, but not limited to: Initial Studies, Appropriate Environmental Review documentation (Notice of Exemption, Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report), Notices of Preparation, Notices of Completion, Responses to Comments, Mitigation Monitoring Plans, Final Supplemental Environmental Impact Reports, Findings of Fact, and Statements of Overriding Considerations, if required.
- b. Consultation with the public in scoping sessions and with responsible and other agencies, if required.
- c. Coordination and attendance at public hearings, if required.
- d. Tribal Consultation pursuant to AB 52.
- e. Presentation of Executive Summary of CEQA documents at public hearings, if required.
- f. Coordination with and supervision of specialists in traffic, biology, and other areas as appropriate.
- g. Advice on CEQA procedure and substantive issues, including feasibility of specific mitigation measures.
- h. Assembly and preparation of appropriate responses to comments.
- i. Supervision of any Sub-Contractors hired by the firm submitting this proposal. All work to be performed under any awarded contract must conform to CEQA, the CEQA guidelines, and all other applicable statutes, laws and all governmental agencies with jurisdiction over the Project.

Task 6.2 – CEQA/NEPA - Administrative Draft Environmental Plan for Public Review

Public comments received during task 6.2 above shall be incorporated into an Administrative Draft Plan, which shall be put forward for commission and council review.

Task 6.3 – CEQA/NEPA - Final Environmental Plan

A final environmental plan, which includes revisions based on public comments, commission and council review shall be created. The Final Plan will be presented to the City Council for final adoption.

Task 06 – Deliverables
<ul style="list-style-type: none">● Draft Plan Documents, Admin/Technical Review● Final Plan Documents, Public, Council and Commission Reviews● Draft Public Review Environmental Document● Public Comments on Environmental Document● Final Approved Environmental Document and Council Approval

VII. SUBMITTAL REQUIREMENTS

A. Cover Letter & General Information

- a. The letter shall include the name and address of the firm and state whether the firm is an individual, partnership, corporation, joint venture, special-purpose entity, or other entity. The letter should also provide the name and contact information of the person(s) authorized to officially represent the firm. The person authorized to represent the firm must sign the letter.

B. Table of Contents

- a. The table of contents shall outline all the components of the proposal, including sequential page numbers and section numbers prescribed below in this section.

C. Statement of Understanding

- a. Clearly and concisely articulate the understanding of the work to be performed and the overall approach including methodology, resources, capability and commitment to manage task orders and complete all required work. Summarize the understanding of the city's needs, projects and programs and how they align with federal, state, and regional priorities and opportunities for implementation.

D. Firm Background & Project Team

- a. Provide the firm's history, background, areas of expertise, qualifications and experience to successfully perform the project tasks, including key personnel and support staff to be assigned to the project and their core responsibilities. Provide an organizational chart that identifies all key members of the project team, including the legal principal in the proposed project. Clearly identify all proposed

sub-consultant(s), including the work each firm is anticipated to conduct. Provide in-depth resumes describing relevant skills, qualifications, project experience, education and certifications, and accomplishments for each key project member and sub-consultant(s). If applicable, provide any small business enterprise certifications such as disadvantaged, minority-owned, women-owned, or veteran-owned businesses certificates. If applicable, describe the firm's and/or Principal(s) history of providing services directly or indirectly to the City of Pico Rivera, city officials, and/or executive staff.

E. Scope or Work

- a. Provide elaboration on the scope of work and deliverables outlined above with additional detail on the approach that will be used to conduct the project. Proposers are invited to propose refinements and additional elements to the work scope that they feel will enhance project outcomes.

F. Range of Services & Recent Successes

- a. Provide at least three relevant reference projects completed in the last five years, including description of services and products, total budget for costs and services performed, key personnel involved, products and project outcomes, client name and a reference with current contact information.

G. References & Past Performance

- a. Provide at least five public agency references within the last five years, including the following information:
 - i. Name of government entity
 - ii. Name, title, and contact information of the contract manager or primary point of contact
 - iii. Any client reports, evaluations, or documentation that summarizes the firm's performance
 - iv. If applicable, describe any situations where the firm and/or Principal(s) were terminated by a client in the last five years

H. Fees for Service / Resources Allocation Matrix

A resource allocation matrix *must* be submitted with the proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project schedule by tasks are required of both the primary Consultant, as well as any sub-consultant. In addition, the applicable Consultant support services must list the type and number of hours (resource allocation matrix) of the sub-consultant within the proposal. Tasks should utilize the enumeration included in the scope of work. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. The fee schedule must be submitted as a separate and secured file via Planet Bids (please see Section X of this RFP).

Identify and describe any other fees or costs that could apply (e.g. cost adjustments, equipment, travel, etc.) for the type of work and services requested. Include a fee schedule

for reimbursement items on an as-needed basis and cost estimates for each task. The City's policy on consultant and consultant expenses is as follows:

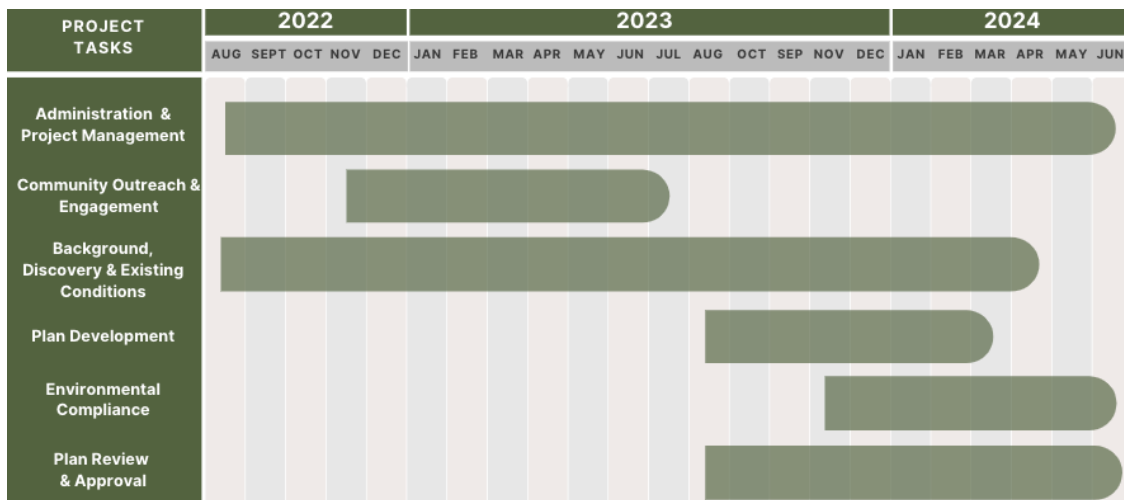
- a. *Hotel, Meals and Airfare* - The City will not reimburse for lodging, meals, mileage or transportation for the consultant or its agents.
- b. *Entertainment/Personal Services* - Under no circumstances are expenses related to entertainment (i.e., theater tickets, sporting events, etc.) or personal services (i.e., dry cleaning, haircuts, etc.) reimbursable.
- c. *Printing and Photocopies* – All printing and photocopying costs shall be included in the not to exceed fees.
- d. *Incidental Expenses* – There will be no reimbursements for deliveries/transmittals, telephone expenses or equipment rental/purchases.
- e. *Proposal Preparation Costs* - The City will not reimburse the consultant for any costs associated with the preparation of a proposal.
- f. *Other Expenses* - Proposals may include a list of itemized unit costs of billable expenses typically incurred in the performance of the contract. Items that have not been specified, shall be approved by the City prior to providing and billing the expense.

VIII. PROJECT BUDGET

The project budget shall not exceed \$550,000. Any cost overruns or increases to the project budget are subject to council approval.

IX. PROJECT TIMELINE

The anticipated project timeline with major milestones is as follows, subject to change in timing and format for stakeholder and community engagement due to COVID-19 public health guidance and requirements:



X. SUBMITTAL INSTRUCTIONS

All proposals must be submitted via Planet Bids (www.planetbids.com) as a single, searchable PDF document (optimized and compressed) no later than **Thursday September 9th, 5:00 p.m. Pacific Standard Time**. The naming convention for the file is “Company Name – HWB Program RFP - Sept. 2022.” A confirmation notification will be provided within 24 hours of submission. All proposals must include a signed copy of Appendix B, C, and D in the attachments of this RFP.

Please submit the itemized per task total cost for performing all work in Section VI “Scope of Services” on this RFP as a separate and secured file via Planet Bids. This information does not constitute a bid but ensures that a detailed review of the merits of the proposal is complete before cost information is reviewed.

Proposals may be submitted via email to Javier Hernandez (jhernandez@pico-rivera.org) **if, and only if** a submission via Planet Bids fails. Proof of failed submission (e.g. screenshot, email notification, etc.) through Planet Bids must be included in the proposal email. Proposals in a physical print format will not be accepted.

Failure to comply with these instructions may render the proposal non-responsive.

XI. CONTRACT PERIOD

Upon final selection, all services will be provided through a Professional Services Agreement (PSA) for a period not to extend beyond March of 2024. If necessary, contract extensions are subject to City Council approval. Compensation will be calculated as Time and Materials with a Not-to-Exceed amount, as specified in the Resource Allocation Matrix and Fee Schedule. The fee schedule will be in effect for the duration of the Agreement. Specific project work may be transferred to another consultant if the work is not satisfactorily concluded by the end of the Agreement.

XII. EVALUATION PROCESS

Proposals may be evaluated and ranked by a review panel consisting of city staff. Strong consideration will be given to the proposal based on experience within the areas of expertise and the ability to respond quickly to a request from the city.

Following a review of the proposals, the city may conduct interviews. Proposers may be asked to clarify, supplement or modify some of the information submitted. However, the city reserves the right, at its sole and absolute discretion, to select based solely upon the submitted proposal.

The proposals will be rated according to the following selection criteria (in no particular order):

1. Overall and Quality of Proposal (30%)

- Depth of project understanding that reflects upon the stated goals and objectives.
- Capabilities and areas of expertise directly related to the responsibilities, knowledge, and duties outlined in the RFP.
- Ability to integrate innovation, technology and unique techniques, strategies and approaches, as well as ability to address current and future challenges.
- Ability to deliver a well-written, compelling document with high quality, visually appealing graphics.
- Ability to communicate and deliver a high-quality product virtually and in person.

2. Ability to Meet Project Requirements (30%)

- A clear approach to working in partnership with City staff, residents, stakeholders and other consultant teams, including evidence of participation and buy-in from the aforementioned project partners.
- A clearly defined work plan and allocation of resources to perform the scope of work, including a proposed staffing approach that considers current and future workloads.
- Flexible to changing environments and conditions.
- Accessible resources, equipment, and staffing to satisfy all work.
- Minimum percentage of time committed to on-site work.

3. Team and Sub-Consultant Qualifications (20%)

- Expertise that is relevant to execute the work and services requested.
- Expertise in successful program and partnership management, high-level of initiative, and technical and data expertise.
- Recent and relevant experience of team members.
- Professional qualifications and education of collective team members.

4. Quality of Past Performance (20%)

- Demonstrated success in achieving similar project goals and objectives and a track record of successful implementation.
- Strong references from more recent municipal government clients and individual members of the project team. References from completed projects preferred.
- Experience working with a multidisciplinary team in a highly participatory charrette process.
- Consultant's understanding and planned approach to address equity and economic mobility.
- Staff assigned to the project have expertise in innovative planning and design of communities comparable to the City of Pico Rivera.

Upon completion of all proposals, a short list will be established, and the city may proceed with interviews and/or enter into negotiation with the top ranked firm for the desired consulting services. Compensation for the subject services will be negotiated based on what is fair and reasonable to the city. Should city staff and the top-ranked firm be unable to reach an agreement, negotiations with that firm will be terminated and negotiations will commence with the next ranked firms in order of their evaluation ranking until an agreement is reached and a firm is selected.

XIII. AWARD OF CONTRACT

Following the evaluation process, staff will recommend a contract award to the most qualified firms providing the best value to the city. The term of the contract will begin upon transmitting a formal Notice to Proceed, which will be issued after the Professional Services Agreement is fully executed, and all required supplemental documents, insurance documents, etc. have been received and approved.

XIV. PAYMENT TO CONSULTANT

- A. Once the contract is executed, the city will pay the Consultant for work completed consistent with the Resource Allocation Matrix. Cost Schedule is as described in the Fee Proposal.
- B. Progress payments shall be based on tasks performed as identified in the Cost Schedule. Monthly invoices will specifically identify job title, person-hours, hourly rate and costs incurred by each task.
- C. Sub-categorization of tasks is permitted to better define the task for payment.
- D. All tasks including labor and reimbursable costs shall have supporting documentation presented at the time payment is requested.
- E. The City will pay the Consultant for all acceptable services rendered in accordance with the "Professional Services Agreement." The city will only accept invoices from the consultant for work that has been reviewed and approved by city's staff.

XV. STANDARD TERMS & CONDITIONS

In addition to the previous requirements, the Proposer shall, at minimum, perform or make provisions for the following general requirements:

- A. **ADDENDA.** Should it be necessary for the City to issue addenda to this RFP during the proposal period, the City will endeavor to notify the known holders of this RFP. The addenda will be posted on <http://www.pico-rivera.org/rfps/> for any interested parties to review. Proposal should include a notation that the Proposer is aware of all of the addenda which have been issued and has incorporated their provisions in their proposal. Proposers are responsible for ensuring that they have obtained all addenda.
- B. **ADDITIONAL INFORMATION.** The City reserves the right to request additional information or clarifications from Proposers where it may serve the City's best interest.
- C. **ADDITIONAL SERVICES.** The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.
- D. **AUTHORIZED SIGNATURES.** Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation prepares the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

- E. AWARD OF PROPOSAL. City reserves the right to negotiate final terms with the selected Proposer, if any. Award may be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria.
- F. COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.
- G. CANCELLATION OF SOLICITATION. The City may cancel this solicitation at any time.
- H. CONFLICT OF INTEREST. By signing the Certificate of Proposal (Appendix D), the Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposals, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom. COSTS. The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.
- I. DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit (Appendix B).
- J. DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy him/herself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Proposer to examine documents shall in no way relieve him/herself from any obligations with respect to the solicitation and/or subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. The failure or neglect of a Proposer to receive or examine any of the documents shall in no way relieve him from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.
- K. INTERPRETATION OF RFP DOCUMENTS. City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds

discrepancies or omissions in the specifications, he may submit to the City a written request for an interpretation or correction.

Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City. **The contact person for all questions regarding this RFP is Javier Hernandez, Assistant to the City Manager. He can be reached via e-mail at jhernandez@pico-rivera.org.** Proposers may not contact any other staff members with questions.

The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the RFP documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received RFP documents. All such addenda shall become a part of the RFP document. It is the responsibility of each Proposer to ensure the City has their correct business name, mailing address and e-mail address on file. Any prospective Proposer who obtained a set of RFP documents is responsible for advising the City that they have a set of RFP documents and wish to receive subsequent Addenda.

- L. IRREGULARITIES. City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Manager.
- M. NON-DISCRIMINATION. Proposer represents and warrants that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliation or opinion, age or medical condition.
- N. NON-EXCLUSIVE. Should the City make an award, the successful Proposer will enter into a NON-EXCLUSIVE professional services agreement and the City reserves the right to enter into agreements with other firms.
- O. OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal.
- P. OWNERSHIP. All data, documents and other products used or developed during the RFP process become the property of the City upon submission.
- Q. NO OBLIGATION. The release of this RFP does not obligate or compel the City to enter into a contract or agreement.
- R. PROPOSAL, REJECTION OF. The City reserves the right to reject any or all proposals or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due to the City.
- S. PROPRIETARY INFORMATION. All bid proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. Proposals should not be marked as

confidential or proprietary, and City may refuse to consider a proposal so marked. All information contained within the proposals will become a matter of public record. It is the responsibility of each bidder to clearly identify any and all information contained within their bid proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by a bidder is made, the City will notify the bidder in writing of such demand and shall furnish a copy of the City's written response to the requestor. Bidders may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

- T. NO PUBLIC BID PROPOSAL OPENING/PUBLIC RECORDS ACT. Bid proposals shall be opened and their contents secured by City staff to prevent disclosure during the evaluative process and the process of negotiating with competing Proposers. Adequate precautions shall be taken to treat each Proposer fairly and to ensure that information gleaned from competing proposals is not disclosed to other Proposers. Prices and other information concerning the proposals shall not be disclosed until a recommendation for award is made to the awarding authority.
- U. REPRESENTATIONS. Proposers understand and acknowledge that the representations made in their submitted proposal are material and important, and will be relied on by the City in the evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.
- V. RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposal and Scope of Services and all conditions may become part of the agreement between the City of Pico Rivera and the successful Proposer.
- W. SEVERABILITY. If any provisions or portions of any provision of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.
- X. SUB-CONSULTANT INFORMATION. If the proposal includes the use of sub-consultants, the Proposer must identify specific sub-consultants and the specific requirements of this RFP for which each proposed sub-consultant would perform services. If a subcontract for work services to be performed exceeds \$25,000 the subcontract must contain all required provisions of the prime contract.
- Y. SUB-CONSULTANT REFERENCES. For all sub-consultants that will be used for providing services as part of the RFP, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:
 - a. Client name
 - b. Project description
 - c. Dates (starting and ending)
 - d. Technical expertise
 - e. Staff assigned to reference engagement that will be designated for work per this RFP
 - f. Client project manager's name and telephone number

Z. VALIDITY. Proposal must be valid for a period of 90 days from the due date.

AA. WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by City staff before the Proposal Submittal Deadline.

II. INSURANCE REQUIREMENTS

See Section 16 of the attached Professional Services Agreement

III. ATTACHMENTS

- A. Appendix A: Sample Professional Services Agreement
- B. Appendix B: Non-Collusion Affidavit
- C. Appendix C: Consultant's Acknowledgement of Insurance Compliance
- D. Appendix D: Certification of Proposal

APPENDIX A

AGREEMENT NO. _____ PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PICO RIVERA AND [INSERT CONSULTANT'S 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 INSERT CONSULTANT'S NAME, ("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 provide INSERT DESCRIPTION OF SERVICES REQUIRED.

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 INSERT PROPOSAL DATE proposal to City attached hereto as Exhibit "A" and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Consultant's INSERT PROPOSAL DATE proposal to City attached hereto as Exhibit "B."

3.3 "Commencement Date": INSERT DATE

3.4 "Expiration Date": INSERT 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 INSERT COMPENSATION AMOUNT. WRITE OUT AMOUNT IN WORDS AND ALSO INCLUDE AMOUNT IN DIGITS 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. 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 and registered to do business in the State of California pursuant to sections 2105 and 17708.02 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. INSERT NAME AND TITLE OF CONSULTANT'S PROJECT ADMINISTRATOR 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. If any state, federal, or local law requires mandatory copyright protection for Consultant's work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONSULTANT

12.1 Consultant is, and shall at all times remain as to City, a wholly independent consultant. 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. 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, joint-employer relationship, or any other relationship between Consultant or Consultant's employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant's employees or sub-consultants with respect to wages, hours, and working conditions. In addition, 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, Consultant's employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers' compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains

a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City's business hours, Consultant may set its own hours and location of work.

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. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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 subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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 or 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 subconsultant 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 subconsultants 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 and expert witness fees and consultant fees.

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 subconsultant 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 subconsultants, 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 subconsultants 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
- 16.1.1.6 Contractual liability

in the amount of One Million Dollars (\$1,000,000) per occurrence combined single limit; Two Million Dollars (\$2,000,000) aggregate for products/completed operation; Two Million Dollars (\$2,000,000) general aggregate (General aggregate must apply separately to Consultant's work under this Agreement.); and Five Million Dollars (\$5,000,000) umbrella or excess liability.

- 16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, 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 laws of 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 One Million Dollars (\$1,000,000) per occurrence of claim/ Two Million Dollars (\$2,000,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, 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 subconsultants, 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 to City 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, email, 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:

Steve Carmona, City Manager
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

If to Consultant:

NAME, TITLE
INSERT CONSULTANT'S NAME
ADDRESS
CITY, STATE, ZIP

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

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, as solely determined by the City, 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, as solely determined by the City, 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, subconsultant, or employment applicant 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 subconsultants, employees, and employment applicants are treated 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

26.1 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.

26.2 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 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.

27.3 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 AND ATTORNEY FEES

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 and expert witness 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 or email 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 or email 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.

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

“CONSULTANT”
INSERT CONSULTANT’S COMPANY NAME

Steve Carmona, City Manager

INSERT NAME, TITLE

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

**EXHIBIT A
SCOPE OF SERVICES**

**EXHIBIT B
APPROVED FEE SCHEDULE**

APPENDIX B

NON-COLLUSION AFFIDAVIT

The undersigned declares states and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation. This Proposal is genuine and not collusive or sham.
2. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
3. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Pico Rivera or of anyone interested in the proposed contract.
4. All statements contained in the Proposal and related documents are true.
5. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
6. I have not entered into any arrangement or agreement with any City of Pico Rivera public officer in connection with this proposal.
7. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

APPENDIX C

CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL/CONSULTANT SERVICES

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal and accepts all conditions and requirements as contained therein.

Consultant: _____
Name (Please Print or Type)

By: _____ Consultant's Signature

Date: _____

This executed form must be submitted with Scope of Work proposal.

APPENDIX D

CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP).

1. Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
2. By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
3. Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
4. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
5. The proposal response includes all of the commentary, figures and data required by the Request for Proposal
6. The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer:

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____