



DEPARTMENT OF PUBLIC WORKS  
CITY OF SAN DIMAS, CALIFORNIA  
245 E. BONITA AVE, SAN DIMAS  
CALIFORNIA 91773

**REQUEST FOR PROPOSALS (RFP)  
BRIDGE WIDENING AND RIGHT OF WAY ACQUISITION  
SERVICES**

**BIKEWAY IMPROVEMENTS AT Foothill Blvd Over  
San Dimas Wash**

**Federal Project Number BHLS 5367(013)  
December 5, 2011**

Please direct questions or comments to:

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**ATTACHMENT A: SCHEMATIC DRAWING**  
**ATTACHMENT B: BRIDGE INSPECTION REPORT**  
**ATTACHMENT C: EVALUATION SHEET**  
**ATTACHMENT D: DRAFT AGREEMENT**

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## SCOPE OF SERVICES

### I. INTRODUCTION

The City of San Dimas is seeking proposals from qualified professional consultants to be considered for professional engineering design services, right-of-way acquisition services, geotechnical services, and surveying in accordance with Los Angeles County, Caltrans and FHWA requirements. The Consultant will work directly with the City's Project Manager and Director of Public Works to ensure the successful completion of the necessary plans, reports and documents.

The City of San Dimas is located in the eastern portion of Los Angeles County, approximately 20 miles east of downtown Los Angeles. Foothill Boulevard is a major arterial road in the East San Gabriel Valley that experiences heavy traffic volumes. It is classified as an urban principal arterial road and consists of four through traffic lanes, one center turn pocket, and two bicycle lanes, with the exception of the project site at San Dimas Wash bridge where there are no bike lanes due to the roadway width at the bridge crossing.

Funding for this project will be provided from local and Federal programs. Therefore, the project will need to be prepared in accordance with the current practices, regulations, policies, procedures, manuals, standards, Los Angeles County requirements, Federal Highway Administration requirements and Caltrans Local Assistance Procedures Manual, including a Disadvantaged Business Enterprises Participation Level (AADPL) of eighteen percent (18%) [12% Race Conscious Underutilized Disadvantaged Business Enterprises (UDBE) and six percent (6%) Race Neutral DBE]. This project has a twelve percent (12%) Race Conscious UDBE Goal.

**Six (6) copies of the proposals prepared in response to this RFP must be received no later than 5:00 pm on Monday January 9, 2012.** Submittals should be sealed and labeled "**Proposal for Engineering Design and Right of Way Acquisition Services- Bikeway Improvements at Foothill Blvd over San Dimas Wash**" and submitted to the office of the Director of Public Works located at City Hall, 245 E. Bonita Avenue, San Dimas, CA 91773. The proposals will be opened by the Director of Public Works, reviewed and rated by a review team based on the criteria described herein.

The City reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the proposals received.

### II. PROJECT DESCRIPTION

**The primary purpose of this project is to repair bridge deficiencies, widen the bridge to create a safe and continuous Class II bikeway, improve pedestrian safety and alleviate an unsafe bottleneck for cyclists.**

The project is located 60 feet west of Walnut Avenue and 812 feet east of San Dimas Avenue. The bridge is owned by the City of San Dimas and inspected by the Bridge Maintenance Unit of the Los Angeles Flood Control District (FCD). Two separate bridge structures will be designed at both the north and south end of the existing San Dimas Wash box culvert to accommodate bike lanes and pedestrian access. The new bridge structures will be approximately 35 feet long and are anticipated to consist of a single span reinforced concrete girder system supported by cast-in-drilled hole pile foundation (see Attachment A). The deck elevation shall be maintained at the current elevation level. The project includes repair of transverse cracks and exposed rebar at the soffit and soffit cold joint of the bridge. The project will also include a cap and concrete fill of an abandoned bridge structure located immediately west of the project bridge. The upstream end of

this bridge is sealed, leaving an open cavity underneath the southern end of the roadway. Caltrans Type 26-concrete barrier with picket railing shall be placed on both sides of the bridge. Metal beam guardrails and handrails shall be installed at the approaches. The approach roadway width of the bridge will be widened from 62 feet to 96 feet to be equal to the approach roadway width, adding 6 foot bike lanes and a 5 foot shoulder on either side. The north side shoulder will be designed to match the existing decomposed granite equestrian trail and the south side will be improved with curb, gutter, and sidewalk to match existing approaches (5-6 feet wide). Approximately 450 feet of sidewalk with curb and gutter reconstruction at the approach ends of the bridge are needed. Design of access to the FCD property as well as adjacent business properties is part of the project. Street lights on both sides, median landscaping 300 feet on either side of the bridge, a park bench, and a drinking fountain shall also be included.

The City has contracted for CEQA documentation with Pacific Municipal Consultants (PMC). PMC will be responsible for preparation of the Mitigated Negative Declaration for the project based on preliminary engineering plans provided. Anticipated issues include biological resources, cultural resources, hazardous materials, construction-related air quality impact analysis and geotechnical.

Bridge Inspection Report- Based on a Bridge Inspection Report dated March 3, 2009 (See Attachment B), the bridge is currently classified as functionally obsolete due to the narrow roadway travel width. The report also indicates transverse cracks and exposed rebar at the soffit and soffit cold joint of the bridge. The Sufficiency Rating (SR) is 65.

Drainage- The vertical clearance measured from the bottom of the proposed bridge girders to the top of the existing U-channel wall at San Dimas Wash varies from 6" to 20". The flow capacity of the wash will not change as a result of the project.

Right of Way- Portions of the construction work will be within the Los Angeles County Flood Control District (FCD) right of way. A temporary construction permit will be required. A portion of the bridge structure will be within the FCD right of way and will require a permanent easement/acquisition.

Traffic- to expedite the construction, it is anticipated that the project will be constructed with minimum staging. Therefore, a minimum of one lane in each direction will be maintained during construction of both sides of the project.

### III. QUALIFICATIONS AND EXPERIENCE

The Consultant and the sub-consultant team must be well qualified and have sufficient direct experience in the areas described in the Scope of Work for the Project. In addition, the Consultant will need to possess the following:

- Demonstrated experience in the design engineering of State Bridge projects with Federal funding.
- Familiarity with Los Angeles County requirements for geotechnical and soils engineering standards.
- Familiarity with the Los Angeles County Flood Control District (FCD) acquisition of right of way and temporary construction permitting process as a portion of the bridge structure will be within FCD right of way of the San Dimas Wash Channel and will require an encroachment permit and right of way acquisition.
- A valid license issued by the State of California as a Registered Civil Engineer
- Certified and experienced in Right-of-Way acquisition in accordance with State and Federal guidelines (in accordance with LAPM Chapter 13).

#### IV. SCOPE OF RESPONSIBILITIES

The Consultant will report to the Public Works Director or designee for the City of San Dimas and will complete all activities needed to furnish and receive all required plans, specifications, estimates and right-of-way acquisitions as outlined in this RFP.

##### a. Local and Site Conditions

The Consultant shall perform a physical examination of the existing conditions and by such other means as the proposer may choose as to actual conditions, limitations and requirements that may affect the execution of a contract. Information derived from this personal examination or any other information supplied as a part of this inquiry, shall not relieve the Consultant of responsibility for the Proposal. The use of any oral or written information, or material supplied or obtained from the City or any other agency or individual shall be at the sole risk of the Consultant firm. The failure or omission of any consultant to make the foregoing examinations and review, or to visit and acquaint itself with site conditions, shall not relieve it from any obligation imposed by its Proposal or by the negotiated contract. The submittal of a Proposal shall be taken as prima facie evidence of the Consultant's compliance with the requirements contained in this paragraph, as well as any other instruction or requirement contained herein. The Consultant shall not at any time after submittal of the Proposal make or have any claim for damages or anticipated profits or loss of profit or otherwise because of changes made in the Scope of Work prior to contract negotiations.

##### b. Project Schedule

The consultant will prepare and update **monthly** a project schedule with tasks and milestones, broken down by logical tasks consistent with the scope of work and with enough detail to track project progress. Both a baseline schedule and tracking updates are required. The schedule must reflect realistic estimates of review periods by other agencies for tasks such as reports, plans, permits, and coordination.

<b>MILESTONE</b>	<b>TARGET</b>
Proposals Due	January 9, 2012
Interviews	January 16-17, 2012
Select and Begin Negotiations	January 19, 2012
Award Engineering Contract	January 24, 2012
Notice to Proceed w/ Engineering	January 25, 2012
Environmental Document	July 2012
Final Design	July 2012
Right of Way/Permits	December 2012
Utility Relocations	December 2012
Advertise for Construction Bids	January 2013
Award Construction Contract	March 2013
Begin Construction	Spring 2013
Complete Construction	Summer 2013

##### c. Applicable Standards

Roadway design shall be in general conformance with the current Caltrans Highway Design Manual, Standard Plans and Specifications in English Units.

Plans and estimates shall be prepared in general conformance with the current editions of the Caltrans Plans, Specifications and Estimates Guide, Standard Plans and Standard Specification, and Basic Engineering Estimating System or as required by the City. Design shall include details for traffic control plans in accordance with the Caltrans Manual of Uniform Traffic Control Devices.

**d. Project Understanding**

Preliminary concept plans have been developed for the project. The Project Engineer will be responsible for all items listed in the description, including preparation of bridge plans, road approach design plans, traffic control plans, engineer's estimate, bridge technical special provisions, specifications, geotechnical, boring and material recommendations including foundations, coordinate utility notification, any necessary utility relocations, surveying and right of way acquisition. The Engineer shall provide professional and technical engineering services to complete design engineering, field surveys, traffic control plans, geometric layout, full right of way acquisitions from appraisal to complete plot, plans and legals to LA County Standards, right of way layout, and a detailed cost estimate for construction.

**e. Sub-Consultants**

List all sub-consultants proposed for this project. Include their qualifications, previous experience, and specific responsibilities. Provide name, address, telephone number, type of work to be performed by each sub-consultant. If a DBE firm, include status as a Disadvantaged Business Enterprise, the age of the firm and the annual gross receipts.

**f. Tasks**

**Task 1. Research and Data Collection**

Consultant shall obtain existing reports, studies, proposed and any existing "as-built" plans, mapping or other information from the City, County, Caltrans, utility companies, and other agencies as applicable. Data to be obtained and reviewed includes:

- Mapping and design information from the City for street improvement projects
- Hazardous material/waste information
- Preliminary materials (geotechnical) information
- Environmental resources inventory and issues
- Right-of-way and utility plans

**Task 2. Surveying**

Vertical and horizontal control information, monumentation and bench mark information shall be obtained. Aerial contour mapping and field surveys will allow for preparation of project plans. Mapping shall be provided in hard copy as well as electronic format. Field survey work shall verify existing clearances, power line sag elevations and flow line elevations at the drainage. The field survey shall also secure all necessary interaction required to complete the design. The surveyor shall be responsible for furnishing all the required information by the Engineer to complete the design and specifications, including, but not limited to:

**Research:** Perform survey research at the City and County of Los Angeles for horizontal and vertical control, record maps, centerline ties, right-of-way maps and deeds, and any other pertinent information.

**Task 3. Right-of-Way (ROW) Surveys, Base Mapping, Appraisals:** Search for and recover monumentation within the vicinity of the project area. Use the found monuments and the record data, establish base mapping for project area. Based upon the record centerline and record information, compute the existing right-of-way lines, compute the right-of-way required to complete the project, and produce right-of-way mapping to show fee take and required easements for production of legal descriptions and acquisition. All right of way map preparation shall follow current Caltrans and County procedures. The consultant shall coordinate with Caltrans District 7

Right of Way Department and the County to insure that all requirements are followed. Obtain right-of-way permits from County FCD.

Consultant shall perform all necessary work to acquire needed right-of-way in accordance with FCD and Caltrans requirements. This includes, but is not limited to, title reports, appraisals, preparation of records of survey, legal descriptions, plats and right of way maps to acquire the necessary right of way. All right-of-ways shall be secured and transferred in the form as approved by FCD and Caltrans. The City with assistance from the Consultant will be responsible for completion of land acquisition activities.

The Consultant shall do a detailed title search on all the parcels adjacent to the project. The actual right of way required, including temporary construction Right of Way, permanent right of way and aerial easement shall be identified and established base of design.

The Consultant shall submit two sets each of preliminary right of way requirement maps to the City for review and comment. Prepare a detail right of way map at minimum 1"-20' scale showing the following: Improvements; Property Ownership; Assessor's parcel numbers; Size of each parcel and parcel lines; Proposed right-of-way lines; Access control; Easements (permanent & temporary); Significant property ingress modifications; Existing Utilities and identify potential conflicts and possible relocations.

The consultant shall provide necessary services to meet all Caltrans and FCD Right of Way requirements including appraisals of the properties, technical and administrative support to the City as required for obtaining cooperative agreements, construction and maintenance (C&M) and escrow agreements.

#### Task 4. Geotechnical Evaluation

The geotechnical engineer shall provide all of the site investigations, soil boring, soil sampling and soil studies as necessary, in compliance with the LA County standards and requirements for the preparation of the design, plans and specifications, including but not limited to:

- Caltrans and/or FCD Log of Test Boring sheets for nearby structures and foundations
- Published geology/seismic reports and maps
- Geotechnical Reports including liquefaction data

At a minimum, the Geotechnical investigation shall include collection of site specific soil data that will provide design information, evaluation for excavation and foundation conditions, including a minimum of four soil borings. The borings will be approximately 80 feet deep. Soil samples collected from the boring will be tested in a laboratory, and the spoils from the boring shall be returned to its original location, or hauled away. The City recommends that the Consultant conducts their research with the County for their requirements for this type of project.

#### Task 5. Geometric Approval Plans, Specifications, and Cost Estimate

The Consultant shall prepare plans, specifications, and cost estimate for the project. The improvement plans shall be prepared in 1:20 scale and submitted in 24" x 36" sheet format and in Adobe Acrobat Format. Specifications shall be submitted on 8 ½" x 11" sheets in Microsoft Word Format. An electronic AutoCAD and PDF file will also be required to be submitted to the City. The Consultant shall prepare in Microsoft Excel format and submit the construction cost estimate on 8 ½" x 11" sheets, as well as a digital Excel copy.

Consultant shall prepare preliminary design, engineering design (75%), and Final Plans (100%), in accordance with Caltrans submittal requirements. Final Plans shall include title sheet; layouts; typical cross sections; key map, line index and profiles; construction details; contour grading, summary of quantities; drainage plans, profiles, details, and quantities; stage construction and traffic control; construction area signs; pavement delineation plans; sign plans; electrical plans, lighting, design pollution prevention Best Management Practices (BMPs), treatment BMPs, and critical construction site BMPs; and any other required plans.

As part of preliminary design submittal, the engineer shall also submit an engineer's construction estimate to correlate with the proposed improvements. The engineering design (75%) submittals shall expand upon preliminary design and will incorporate comments received from the City and County. This submittal shall also include the inclusion of technical specifications per the City's format.

Final plans and bid specifications shall be signed, stamped, and certified by a Civil Engineer registered in the State of California. The consultant shall prepare the plans and specifications in accordance with Caltrans LAPM Chapters 11 and 12 including all federally required exhibits before submitting to the City for review.

The Consultant shall compile and prepare the Cost Estimate based on all biddable construction items identified throughout the design. The estimated quantities shall include, but not be limited to, itemizing all removals, relocations, water pollution control, any required mitigation work, earthwork, subgrade preparation, aggregate base, asphalt concrete (AC) paving, Portland cement concrete (PCC) sidewalk, PCC curb and gutter, driveway approaches, survey monument wells, painting of pavement legends, signs, traffic control, raised pavement markers, project signs, bridge removals, concrete structures, reinforcing steel, miscellaneous metal, piling, etc. The estimated quantities shall be arranged in chronological order of construction or consistent with Caltrans' estimating procedures and shall contain all of the information needed to prepare the Engineer's Estimate of Costs. Contingencies shall be included at the appropriate percentage in accordance with Caltrans procedures.

The Consultant shall be required to periodically submit updated cost estimates.

The Consultant's final construction cost estimate shall be based upon, and in agreement with, the final estimated quantities. Computations showing estimated quantities and costs for each location of work, as well as the sum totals, shall be submitted to the City for review. Submission of computations does not relieve the Consultant's responsibility for submitting an accurate estimate of quantities.

The Consultant shall compile Draft Special Provisions specifications using the applicable Caltrans Standards Special Provisions (SSPs) for the Project and City special provisions. The Consultant shall utilize and incorporate the City's "boiler plate" documents, including the notice-to-bidders, proposal, bond forms, insurance requirements and agreement.

#### Task 6. Traffic Control Plan

The Consultant shall prepare a temporary traffic control plan in compliance with the MUTCD and based on Foothill Boulevard prevailing speed limit, traffic volume and availability of access to

existing businesses and properties. The traffic control plan shall be incorporated as part of the final bid package submittal. For traffic safety, the plans will include placement of concrete k-rails, advance arrow boards and signage (including bicycle safety signage). Plans shall be prepared and signed by a Registered Traffic Engineer.

#### Task 7. Presentations, Meetings and Coordination

The Consultant will assist the Project Manager in a design presentation to City Council, attend monthly progress meetings with the City to summarize project status, share information, and gain concurrence on key project issues. Consultant shall coordinate project efforts, deliverables and sub-consultants' work in a timely fashion and within the allotted project schedule. County and Caltrans meetings shall be conducted as necessary to obtain project approvals.

#### Task 8. Bid Phase/ Construction Administration

Provide the City with design support during the bidding and construction process that shall include:

Bidding Support The City will have copies of the design drawings and Contract Specifications reproduced for bidding purposes.

The Consultant shall answer questions regarding the Technical Provisions, the design drawings, or conflicts in the design during the bidding process and pre-construction meeting. The Consultant shall attend the pre-construction meetings. The Consultant shall assist the City at no charge, in preparation of Addenda regarding omissions or conflicts in the design.

Construction Support The Consultant shall attend Pre-Construction meeting and Informational meetings with stakeholders. The Consultant shall be available to answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the construction, and assist the City in issuing Contract Change Orders (CCOs) regarding omissions or conflicts in the design, at no charge to the City. The Consultant shall provide responses to Requests for Information, as requested. The Consultant shall review Contractor submittals, including shop drawings, as requested by the City.

The Consultant shall incorporate all redline comments prepared by the Contractor and Project Inspector on the signed design Plans. The Record Drawings shall be provided to the City and approved prior to the release of the final progress payment. The Consultant shall also provide electronic Record Drawings in AutoCAD format and Specifications in Microsoft Word to the City.

The City will be the owner of all original drawings, documents, and digital information. All digital and/or computer-generated drawings shall be the property of the City and two (2) copies shall be submitted to the City on a CD-RW disk. Upon completion of construction, the Consultant will provide final as-built plans in 24" x 36" sheet format on Mylar.

## **V. INSURANCE, QUALITY ASSURANCE AND DBE REQUIREMENTS**

### **a. Insurance Requirements**

Before execution of the contract, during the entire period of the contract, the Engineer shall have in place all of the insurance coverage required in this section. The Engineer's insurance shall comply with all items specified. Any subcontractors shall be subject to all of the requirements in this section, and the Engineer shall be responsible to obtain evidence of insurance from each subcontractor.

All insurance policies used to satisfy these requirements shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A unless otherwise approved by the City.

#### Coverages, Limits and Policy Requirements

The Engineer shall maintain the types of coverages and limits as stated:

Commercial General Liability Insurance: Commercial General Liability Insurance occurrence form, including all coverage's provided by and to the extent afforded by Insurances Services Office Form CG001 ed. 11/88 or 11/85, with no special limitations affecting the City. The limit for all coverage's under this policy shall be no less than \$2,000,000 per occurrence. The City, its employees, officials and agents shall be added as an additional insured by endorsements to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by the City. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that this policy is primary for any claim arising out of the work performed under this contract.

Commercial Automobile Liability Insurance Shall include all coverage's provided by and to the extent afforded by Insurance Services Office Form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the City. The limit for bodily injury and property damage liability shall be no less than \$2,00,000 per accident. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with or invalidated by the existence for any insurance, self-insurance or other risk financing program maintained by the City. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that this policy is primary for any claim arising out of the work performed under this contract.

Workers' Compensation Insurance Shall meet all statutory benefit requirements of the Labor Code of the State of California. Employers Liability Insurance with a minimum limit of \$1,000,000 per claim. The policy shall contain or be endorsed to include a waiver of subrogation in favor of the City.

#### **b. Quality Assurance and Quality Control**

The Consultant will have a Quality Assurance and Quality Control Plan in effect for the duration of the Scope of Services. The plan will establish a process whereby all deliverables are checked prior to any formal submission and all job-related correspondence and memoranda are appropriately filed. An appointed Quality Assurance Officer will monitor and review project activities and deliverable schedules.

#### **c. Disadvantaged Business Enterprise (DBE) Requirements**

All required Federal Provisions including the requirements for DBE participation must be met by the selected firms for this federally funded project and will be included in the Professional Services

Agreement for this project. The City has established an Annual Anticipated Disadvantaged Business Enterprises Participation Level (AADPL) of eighteen percent (18%) [12% Race Conscious Underutilized Disadvantaged Business Enterprises (UDBE) and six percent (6%) Race Neutral DBE]. This project has a twelve percent (12%) Race Conscious UDBE Goal.

The Consultant shall make a good faith effort to meet the Under-Utilized DBE Goal of 12% Race Conscious and 6% Race Neutral for the City of San Dimas. The Consultant shall give consideration to securing the services of DBE firms in the performance of the work anticipated in the Request for Proposals, as specified in 23 CFR 172.5(b), 49 CFR Part 26, and in Exhibit 10-I "Notice to Bidders/Proposals Disadvantaged Business Enterprise Information". The successful Consultant shall submit completed "Local Agency Proposer UDBE Commitment (Consultant contracts)" and "Local Agency proposer DBE Information (Consultant Contracts)" forms (Exhibits 10-O1 and 10-O2) prior to award of the contract. Upon completion of the contract, regardless of whether DBE participation is obtained, a summary of the DBE participation is obtained, a summary of the DBE records shall be prepared, certified correct, and submitted on the forms "Final Report – Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" (Exhibit 17-F), Disadvantaged Business Enterprises (DBE) Certification Status Change, (Exhibit 17-0) or equivalent.

The Consultant shall comply with other requirements of Federal law and State procedures with respect to the Disadvantaged Business Enterprise program, as specified herein and as directed by the City. These exhibits are required as part of the State of California Transportation Department's "Local Assistance Procedures Manual", shall be completed if and as required, and shall be considered as part of the executed agreement between the City of San Dimas and the successful Consultant. Required exhibits can be found online at:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

1. Exhibit 10-F "Certification of Consultant"
2. Exhibit 10-I "Notice to Bidders/Proposers Disadvantaged Business Enterprise Information"
3. Exhibit 10-J "Standard Agreement for Subcontractor/DBE Participation"
4. Exhibit 10-O1 "Local Agency Proposer UDBE Commitment (consultant contracts)"
5. Exhibit 10-O2 "Local Agency Proposer DBE Information (Consultant Contracts)"
6. Exhibit 10-P "Non-Lobbying Certification for Federal-Aid Contracts"
7. Exhibit 10-Q "Disclosure of Lobbying Activities"
8. Exhibit 10-H "UDBE Information – Good faith Efforts"
9. Exhibit 10-F "Final Report – Utilization of DBE, First-Tier Subcontractors"
10. Exhibit 17-F "Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors"
11. Exhibit 17-O Disadvantaged Business Enterprises (DBE) Certification Status Change

## VI. CONTENT OF SUBMITTALS

Consultants interested in being considered must submit six (6) copies in a sealed envelope entitled:

**Proposal for Bridge Widening  
Bikeway Improvements at Foothill Blvd. Over San Dimas Wash  
Proposal Due Date: January 9, 2012 before 5:00 PM  
City of San Dimas  
Public Works Department  
245 E. Bonita Avenue**

## San Dimas, CA 91773

The Proposal should be limited to no more than twenty (20) pages in length, excluding covers, resumes and photographs. The Proposal must address the following subjects:

### 1. Experience and Qualifications

The Proposal shall describe the education, experience and other relevant information regarding the qualifications of the key personnel being submitted for consideration including a proposed Project Engineer. This should include a list of relevant projects the individual has been responsible for which are currently underway or have been completed within the past 10 years, including names, titles, addresses, e-mail addresses and telephone numbers of the appropriate persons the City may contact.

### 2. Project Understanding

The Proposal shall include sufficient information to demonstrate that the respondent not only understands the manner in which bridge projects are processed, but understands the scope of this project and the timeline for specific milestones to be completed to allow for compliance with the Highway Bridge Rehabilitation Program (HBP).

### 3. Availability

The Proposal shall describe the responder's schedule of availability, including constraints, conflicts, or situations that would prevent the respondent from being able to begin work on this assignment. The City intends to award a contract in January 2012 and expects the respondent to begin work no later than January 25, 2012.

### 4. Compensation for Services Rendered

It is anticipated that the Consultant will be compensated on an hourly basis, with a not-to-exceed amount. **To facilitate negotiations, respondents must provide the following information in a separate sealed envelope contained within the proposal:**

- The hourly rates for various positions the respondent would expect to be compensated
- An estimate of the number of hours that would be needed, on either a weekly or monthly basis, to fulfill the responsibilities for the various positions with benchmark dates for major tasks
- Cost of sub-consultants for any specialized work such as, but not limited to, geotechnical, traffic control, and surveying.
- A list of any other expenses that may be required to complete the work
- A total not-to-exceed cost to complete the work

### 5. Format

i. Table of Contents

ii. Cover Letter/Executive Summary

*Include in the executive summary the name, address, telephone number, title, and signature of the contact person for this proposal. The summary should also state the proposal is valid for 90 days.*

iii. Approach and Scope of Work

iv. Work Schedule

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- v. Timeframe for project completion
- vi. Benchmark dates for major tasks
- vii. Organization Chart, Project Team staffing plan, Key Personnel and Resumes  
*Include individual authorized to negotiate the contract on behalf of the consulting team*
- viii. References
- ix. Minimum of 3 Public Agency references from similar bridge projects
- x. Fee Schedule **(in separate sealed envelope as described above in item 4. Compensation for Services Rendered, titled Fee Schedule for Foothill Bikeway at San Dimas Wash)**

## VII. QUALIFICATIONS EVALUATIONS AND SELECTION PROCESS

Primary consideration will be given to the general appropriateness of the proposal for the project, the technical competence and creative ability of the consultants (as described in the proposal) and the firm's willingness to work closely with City staff and other professionals. The City reserves the right to reject all proposals that are inappropriate, inadequate, or are otherwise non-responsive to the City's needs.

A consultant selection committee consisting of City management and Public Works staff and other agencies familiar with this project will review and evaluate those firms satisfactorily complying with the requirements and requested information indicated above and the attached "Consultant Evaluation Rating Form". The committee will rank the firms, as the committee considers appropriate, based on the Proposal Requirements, Scope of Work, Selection Process and Project Understanding.

Upon completion of the review of all Proposals, finalists may be selected for interviews. The consultant selection committee will review all information and recommend the best qualified firm based on the criteria as outlined. Follow-up interviews will be conducted the week of January 16, 2012. Only staff who will in fact be committed to the project should be set forth in the proposal and participate in the interview process with the City. After interviews have been completed, the City will rank responders and select a preferred consultant/candidate.

The City will select a firm with which to negotiate an agreement for services, and the selected firm will be notified by letter of the City's decision. If a contractual agreement cannot be reached with the first selection, the City may elect to negotiate with other qualified participating firms. The City reserves the right to select a consultant based on the review of the proposals, or to request the top candidates to participate in an oral interview for this project. All respondents to the RFP will be notified of the results of the selection process.

A prospective consultant must meet the following standards, as they pertain to this RFP:

1. The consultant must have, and be able to demonstrate, adequate technical and financial resources for performance, as well as adequate equipment, or have the ability to obtain and to manage such resources and equipment as required during the performance period of the proposed contract.

2. The consultant must have the necessary experience, organization, technical qualifications, skills and facilities, or have the ability to obtain and to manage them (including any sub-contractor arrangements).
3. The consultant must have demonstrated experience performing the type of professional services requested, as well as the ability to perform/analyze the technical studies required.
4. The consultant must be able to comply with the proposed or required performance schedule for this project.
5. The consultant must have a satisfactory record of contractual performance.
6. The consultant must be an Equal Opportunity Employer and have all insurance required by the City.
7. The consultant must be otherwise qualified and eligible to receive an award under all applicable laws and regulations.

#### Contract Negotiations

The City will attempt to negotiate a contract with the preferred consultant/candidate. A draft contract agreement will be provided to the preferred consultant/candidate at that time for their review. If negotiations are not successful, negotiations will be initiated with the second-ranked consultant/candidate.

This procedure will continue with the other ranked consultant/candidates until a mutually satisfactory agreement has been reached unless the City decides that it would be in the best interest of the City to take a different course of action.

### **VIII. CONTRACTUAL DEVELOPMENT**

Following the determinations of the best-qualified firm, the final project fee and scope of service may be further negotiated to achieve mutual agreement with the respective firm. This project is funded through local and federal funds, therefore all federal requirements including but not limited to Disadvantaged Business Enterprises (DBE) with 18% overall goal (6% Race Neutral; 12% Race Conscious), Pre-award Audit and mandatory Value Engineering Analysis will apply.

Contract Execution: Execution of a standard City Professional Services Agreement, as attached, shall be required. The RFP will become an integral part of the Agreement, but may be modified by the final provisions of the Agreement.

Insurance: The contract shall contain indemnity and insurance provisions substantially in the form as outlined herein. The cost of providing such insurance shall be considered as being included in the fee and no additional compensation will be allowed. No changes will be allowed to the provision of the attached insurance requirements.

If your firm is unwilling or unable to agree to all sections of this contract or its insurance requirements, exception must be stated in your proposal. Consideration of waiver of certain exceptions may be made; however, it may also affect the final consultant selection.

### **IX. DOCUMENTS INCLUDED WITH THIS RFP FOR REVIEW**

In order to assist with the preparation of the response to this RFP, the following documents are provided:

**Schematic Map**  
**Bridge Inspection Report**  
**Evaluation Sheet**  
**Draft Contract Agreement**

#### **X. CONFLICT OF INTEREST**

The respondent must disclose any conflict of interest, or perceived conflict of interest. This includes any of the following:

- A financial interest in any property that will be affected by the Project.
- A personal relationship with a member of the governing body, officer, or employee of the City of San Dimas who functions in or has any responsibilities in connection with the Project.

#### **XI. RFP DETAIL SPECIFICATIONS**

##### **a. Rights of the City**

The City reserves the right in its sole discretion and without prior notice to terminate this RFP; to issue subsequent RFPs; to procure any project-related service by other means; to modify the scope of the project; to modify the City's obligations or selection criteria; and/or take other actions which would ultimately satisfy the City's goals. In addition, the City reserves the following rights:

- The right to conduct background checks on any potential consultant/candidate. This may include, but is not limited to, contacting individuals and organizations regarding capabilities and experience of the potential consultants/candidates.
- The right to waive minor discrepancies, informalities, and/or irregularities in the RFP or requirements for submission of a Proposal.
- The right to modify the response requirements for this RFP. This may include a requirement to submit additional information; an extension of the due dates for submittals; and modification of any part of this RFP, including timing of City decisions and the schedule for presentations.
- The right to disqualify any potential consultant/candidate on the basis of real or perceived conflict of interest that is disclosed or revealed by any information available to the City
- The right at any time, subject only to restrictions imposed by written contractual agreement, to terminate negotiations with any potential consultant/candidate and to negotiate with other potential consultants/candidates who are deemed qualified.

##### **b. Changes to the Project**

It is not the intent of this paragraph to relieve the Consultant firm of its professional responsibility during the performance of this contract. In those instances where the Consultant believes a better solution to the problem is possible, Consultant shall promptly notify the Contract Administrator of their concerns, together with reason therefore.

The City reserves the right to negotiate a contract for the entire project, or any portion of the project, and reserves the right to amend the Scope of Work at any time during the consultant

selection process. The City reserves the right to accept and Proposal of to reject all Proposals and reissue this request. The City is neither obligated to award a contract following the evaluations nor pay any costs incurred by participants in the selection process.

Upon submission, the Proposal and all collateral material shall become the property of the City of San Dimas. This RFP is not a contract or commitment of any kind by the City and does not commit the City to enter into negotiations. No reimbursement will be made for any costs incurred by respondents in the preparation of a response to this RFP.

**c. Pre-Contractual Expenses**

Each Proposal prepared in response to this request shall be prepared at the sole cost and expense of the firms electing to participate, and with the express understanding that no claims against the City for reimbursement will be accepted.

**d. California Public Records Act Disclosure**

The respondent acknowledges that all information submitted in response to the RFP is subject to public inspection under the California Public Records Act unless exempted by law. If the respondent believes any information submitted should be protected from such disclosure due to its confidential, proprietary nature, or other reasons, it must identify such information and the basis for the belief in its disclosure. Notwithstanding that disclaimer, it is the intention of the City to keep all submittals confidential until such time as negotiations are successfully concluded.

**e. Disclaimers**

This RFP is not a contract or a commitment of any kind by the City and does not commit the City to enter into negotiations, or to accept any part of any proposal. The contents of this RFP and any and all attachments are not warranted or guaranteed by the City, and respondents are urged to make independent investigations and evaluations as they deem advisable and to reach independent conclusions concerning statements made in this RFP.

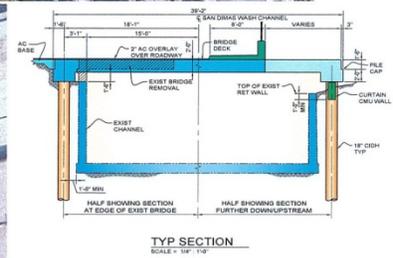
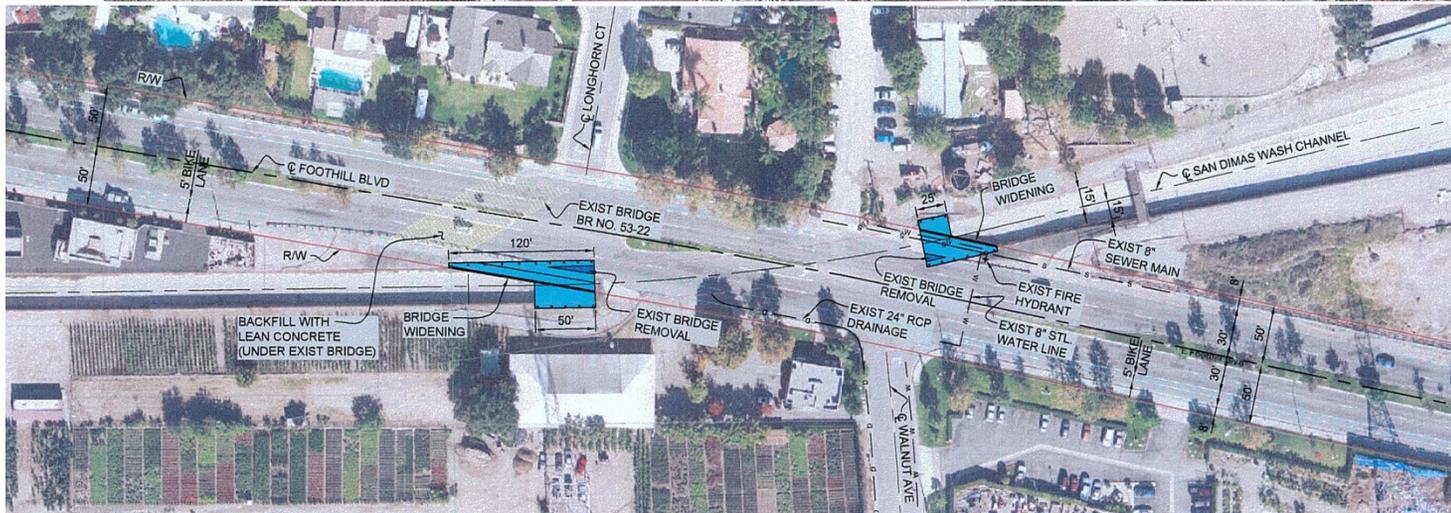
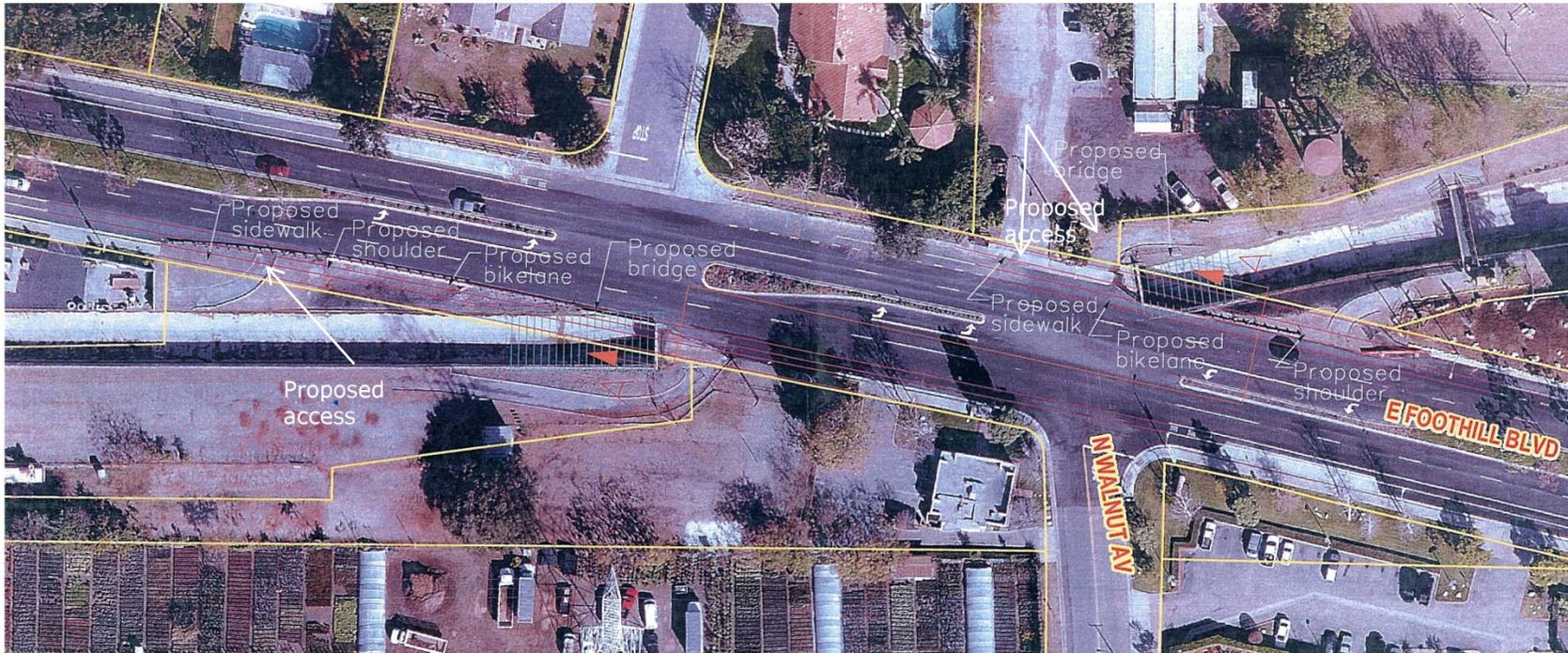
**XII. QUESTIONS REGARDING THIS REQUEST**

All inquiries regarding this request shall be submitted via mail or email to by January 2, 2011:

Krishna Patel  
Director of Public Works  
City of San Dimas  
Public Works Department  
245 E. Bonita Ave  
San Dimas, CA 91773

<mailto:kpatel@ci.san-dimas.ca.us>

# Foothill Blvd at San Dimas Wash Bridge Widening



PLAN  
SCALE = 1:40

# Bridge Inspection Report

Bridge Key: 53C0426

Agency ID: 53C0426

Sufficiency Rating: 65

### IDENTIFICATION

State 1: 06 California      Struc Num 8: 53C0426  
 Facility Carried 7: Foothill Blvd      Location 9: 1/2 MI W/O SAN DIMAS C RD  
 Rte.(On/Under)5A: Route On Structure      Rte. Signing Prefix 5B: 5 City Street  
 Level of Service 5C: 0 None of the below      Rte. Number 5D: 0L535  
 Directional Suffix 5E: 0 N/A (NBI)      % Responsibility: 0  
 SHD District 2: District 7      County Code 3: (53) Los Angeles  
 Place Code 4: 86070      Kilometer Post 11: 00.0 km  
 Feature Intersected 6: SAN DIMAS WASH  
 Latitude 16: 34d 07' 24"      Longitude 17: 117d 48' 12"  
 Border Bridge Code 08: Not Applicable (P)  
 Border Bridge Number 09:

### INSPECTION

Frequency 91: 24 months      Inspection Date 90: 03/03/2009      Next Inspection: 03/03/2011  
 FC Frequency 92A: NA      FC Inspection Date 93A: NA      Next FC Inspection: NA  
 UW Frequency 92B: NA      UW Inspection Date 93B: NA      Next UW Inspection: NA  
 SI Frequency 92C: NA      SI Date 93C: NA      Next SI: NA  
 Element Frequency: 24 months      Element Inspection Date: 03/03/2009      Next Elem. Insp. Due: 03/03/2011

### CLASSIFICATION

Defense Highway 100: 0 Not a STRAHNET hwy      Parallel Structure 101: No || bridge exists  
 Direction of Traffic 102: 2 2-way traffic      Temporary Structure 103: Not Applicable (P)  
 Highway System 104: 0 Not on NHS      NBIS Length 112: Long Enough  
 Toll Facility 20: 3 On free road      Functional Class 26: 14 Urban Other Princ  
 Historical Significance 37: 5 Not eligible for NHRP  
 Owner 22: 4 City/Municipal Hwy Agenc  
 Custodian 21: 4 City/Municipal Hwy Agenc

### STRUCTURE TYPE AND MATERIALS

Number of Approach Spans 46: 0      Number of Spans Main Unit 45: 1  
 Main Span Material/Design 43A/B:  
 1 Concrete      19 Culvert  
 Deck Type 107: N N/A (NBI)  
 Wearing Surface 108A: 6 Bituminous  
 Membrane 108B: 0 None  
 Deck Protection 108C: 0 None

### CONDITION

Deck 58: N N/A (NBI)      Super 59: N N/A (NBI)      Sub 60: N N/A (NBI)  
 Culvert 62: 5 Moderate Damage      Channel/Channel Protection 61: 9 No Deficiencies

### LOAD RATING AND POSTING

Inventory Rating Method 65: 1 LF Load Factor      Operating Rating Method 63: 1 LF Load Factor  
 Inventory Rating 68: MS18.1      Operating Rating 64: MS29.7  
 Design Load 31: 5 MS 18 (HS 20)      Posting 70: 5 At/Above Legal Loads  
 Posting status 41: A Open, no restriction

### AGE AND SERVICE

Year Built 27: 1963      Year Reconstructed 106: 0  
 Type of Service on 42A: 1 Highway  
 Type of Service under 42B: 5 Waterway  
 Lanes on 28A: 5      Lanes Under 28B: 0      Detour Length 19: 03 km  
 ADT 29: 22,800      Truck ADT 109: 4%      Year of ADT 30: 1998

### APPRAISAL

Bridge Rail 36A: 1 Meets Standards      Approach Rail 36C: 1 Meets Standards  
 Transition 36B: 0 Substandard      Approach Rail Ends 36D: 1 Meets Standards  
 Str. Evaluation 67: 5 Above Min Tolerable      Deck Geometry 68: 2 Intolerable - Replace  
 Underclearance, Vertical and Horizontal 69: N Not applicable (NBI)  
 Waterway Adequacy 71: 9 Above Desirable      Approach Alignment 72: 8 Equal Desirable Crit  
 Scour Critical 113: 8 Stable Above Footing

### GEOMETRIC DATA

Length Max Span 48: 9.10 m      Structure Length 49: 29.90 m  
 Curb/Sdwk Wth L 50A: 0.00 m      Curb/Sidewalk Width R 50B: 0.00 m  
 Width Curb to Curb 51: 16.60 m      Width Out to Out 52: 23.80 m  
 Approach Roadway Width 32: 22.90 m      Median 33: 2 Closed Med w/o Barrier  
 Deck Area: 00.00 m<sup>2</sup>  
 Skew 34: 72.00°      Structure Flared 35: 0 No flare  
 Minimum Vertical Clearance Over Bridge 53: 99.99 m  
 Minimum Vertical Underclearance Reference 54A: N Feature not hwy or RR  
 Minimum Vertical Underclearance 54B: 00.00 m  
 Minimum Lateral Underclearance Reference R 55A: N Feature not hwy or RR  
 Minimum Lateral Underclearance R 55: 00.00 m  
 Minimum Lateral Underclearance L 56: 00.00 m

### PROPOSED IMPROVEMENTS

Bridge Cost 94: Unknown      Type of Work 75: Unknown (P)  
 Roadway Cost 95: Unknown      Length of Improvement 76: 27,400  
 Total Cost 96: Unknown      Future ADT 114: 27,400  
 Year of Cost Estimate 97: Unknown      Year of Future ADT 115: 2018

### NAVIGATION DATA

Navigation Control 38: 0 Permit Not Required  
 Vertical Clearance 39: 0.00 m      Horizontal Clearance 40: 0.00 m  
 Pier Protection 111: Not Applicable (P)      Lift Bridge Vertical Clearance 116:

### ELEMENT CONDITION STATE DATA

Str Unit	Elem/Env	Description	Units	Total Qty	% in 1	Qty. St. 1	% in 2	Qty. St. 2	% in 3	Qty. St. 3	% in 4	Qty. St. 4	% in 5	Qty. St. 5
2	241/2	Concrete Culvert	m.	268	37%	100	37%	100	25%	68	0%	0	0%	0
2	333/2	Other Bridge Railing	m.	60	100%	60	0%	0	0%	0	0%	0	0%	0

Str Unit	Elem/Env	Description	Element Notes
2	241/2	Reinforced Concrete Culvert	
2	333/2	Other Bridge Railing	

# Bridge Inspection Report

## BRIDGE NOTES

The culvert is assumed to run from west to east.  
The culvert was photographed for the file in 2007.  
Culvert jurisdiction is 100% City of San Dimas.  
LA County Bridge #2340. This report reflects the new measurement for Item 51, Width Curb to Curb.

## PAST INSPECTION

Inspection Date: 03/03/2009

Type: 1 Regular NBI

Inspector: RAGUILAR

Pontis User Key: RAGUILAR - Rafa

Scope:

NBI:

Other:

Element:

Underwater:

Fracture Critical:

## INSPECTION NOTES

RAGUILAR inspection comments -  
Structure 53C0426 -  
Date 2009-03-09 -

SEE ADDENDUM TO BRIDGE INSPECTION REPORT.

## INSPECTOR WORK CANDIDATES

*Rafael Raguilar*



*Rodolfo Rivera*

**ADDENDUM TO BRIDGE INSPECTION REPORT:**

St. Br. No.: 53C-0426  
LA County Br. No. 2340

Date Of Inspection: 03/09/09

**CONDITION OF STRUCTURE:**

The culvert was inspected according to the 1994 edition of the AASHTO Manual for Condition Evaluation of Bridges and related FHWA reports. Items observed during the visual inspection that appear to effect the condition of the culvert are listed below.

The culvert is in good condition.

**Culvert**

There are numerous transverse cracks of up to 1mm wide throughout the soffit. Efflorescence and water seepage are visible. The street surface is asphaltic concrete. (For record only)

The soffit cold joint near the center of the culvert has a spall up to 76 mm deep exposing rusted rebar. There is no section loss. (9/14/92)

**WORK NOT DONE:**

**Culvert**

Patch the spall in the soffit.

**WORK RECOMMENDED:**

Do the work listed under "WORK NOT DONE."

March 12, 2009 (1:10pm)

<b>EVALUATION SHEET</b>		
<b>Criteria</b>	<b>Maximum Points</b>	<b>Rating</b>
Understanding of the work to be done	25	
Experience with similar kinds of work (demonstrated ability to deliver a federally funded bridge project in a timely fashion)	20	
Quality of staff for work to be done (professional and technical level personnel of the prime and subconsultants)	15	
Capability of developing innovative or advanced techniques	10	
Familiarity with state and federal procedures	10	
Financial responsibility	10	
<b>Total</b>	<b>100</b>	

## CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made as of **DATE** by and between the City of San Dimas, a municipal corporation ("City") and **CONSULTANT.** ("Consultant").

### R E C I T A L S

A. City desires to utilize the services of Consultant as an independent contractor to provide consulting services to City as set forth in Exhibit "A", the City's Request for Proposals dated **November 29, 2011** for the **Bridge Widening and Right of Way Acquisition Services (Bikeway Improvements at Foothill Blvd over San Dimas Wash) Federal Project # BHLS 5367(013)**.

B. Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

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

#### 1. **Consultant's Services.**

A. **Scope of Services.** The nature and scope of the specific services to be performed by Consultant are as described in Exhibit "B" the Consultant's Proposal, dated **DATE** to the City's Request for Proposals.

B. **Level of Services/Time of Performance.** The level of and time of the specific services to be performed by Consultant are as set forth in Exhibit "B." and shall continue unless earlier terminated pursuant to the provisions herein.

**3. Compensation.** City agrees to compensate Consultant for each service Consultant performs to the satisfaction of City in such amounts as are set forth in Exhibit "B". Payment will be made only after submission of proper invoices in the form specified by City. Total payment to Consultant pursuant to this Agreement shall not exceed **AMOUNT** Dollars (**\$xxxxx.xx**) absent a written amendment to this Agreement.

**4. General Terms and Conditions.** In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal, the provisions of this Agreement shall control.

#### 5. **Addresses.**

City: Krishna Patel  
Director of Public Works  
City of San Dimas  
245 E. Bonita Ave  
San Dimas, CA 91773

Consultant: **NAME**  
**TITLE**  
**COMPANY**  
**ADDRESS 1**  
**CITY, STATE ZIP**

**6. Status as Independent Consultant.**

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its 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, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6.

**7. Standard of Performance.** Consultant shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions.

**8. Indemnification.** Consultant agrees to indemnify the City, its officers, agents, volunteers, employees, and attorneys against, and will defend and hold and save them and each of them harmless from, and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the negligent or wrongful acts, errors or omissions of Consultant, its agents, employees, subcontractors, or invitees, including each person or entity responsible for the provision of services hereunder.

In the event there is more than one person or entity named in the Agreement as a Consultant, then all obligations, liabilities, covenants and conditions under this Section 8 shall be joint and several.

**9. Insurance.** Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to

do business in California and approved by the City (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$2,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$500,000.00; (3) automotive liability insurance, with minimum combined single limits coverage of \$500,000.00; (4) professional liability insurance (errors and omissions) to cover or partially cover damages that may be the result of errors, omissions, or negligent acts of Consultant, in an amount of not less than \$1,000,000 per occurrence; and (5) worker's compensation insurance with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater. City, its officers, employees, attorneys, and volunteers shall be named as additional insureds on the policy(ies) as to comprehensive general liability, property damage, and automotive liability. The policy (ies) as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the City shall be excess insurance only.

A. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days prior written notice thereof. Consultant agrees that it will not cancel, reduce or otherwise modify the insurance coverage.

B. All policies of insurance shall cover the obligations of Consultant pursuant to the terms of this Agreement; shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the City; and shall be placed with a current A.M. Best's rating of no less than A VII.

C. Consultant shall submit to City (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than five (5) days prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement", or a substantially similar form which the City has agreed in writing to accept.

**10. Confidentiality.** Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that 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 written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant prepares reports of a proprietary nature specifically for and in connection with certain projects, the City shall not, except with Consultant's prior written consent, use the same for other unrelated projects.

**11. Ownership of Materials.** All materials provided 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.

The City acknowledges the Consultant's design documents, including electronic files, as instruments of professional service. Nevertheless, the final work documents prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to the Consultant. The City shall not reuse or make any modifications to the work documents without the prior written authorization of the Consultant. The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the work documents by the City or any person or entity that acquires or obtains the work documents from or through the Client without the written authorization of the Consultant.

**12. Conflict of Interest.**

A. 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. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of hardware or software to City as a result of the performance of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

C. Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant; to solicit or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, City shall have the right to annul this agreement without liability, or at its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift of contingent fee.

### **13. Dispute Resolution.**

A. Dispute Resolution: Except as may otherwise be set forth expressly herein, all disputes arising under this Agreement shall be resolved as set forth in this Section 13.

B. Negotiation and Mediation: The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the Parties' authorized representatives. The disputing Party shall give the other Parties written notice of any dispute. Within twenty (20) days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the first meeting, any Party may initiate a mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to all Parties and shall conclude within sixty (60) days of its commencement, unless the Parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the Parties shall enter into a written agreement for the mediation services with each Party paying a pro rate share of the mediator's fee, if any. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association; provided, however, that no consequential damages shall be awarded in any such proceeding and each Party shall bear its own legal fees and expenses.

C. Confidentiality: All negotiations and any mediation conducted pursuant to Section 13 shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1152 of the California Evidence Code shall apply, which Section is incorporated in this Agreement by reference.

D. Injunctive Relief: Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

E. Continuing Obligation: Each Party shall continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

Failure of Mediation: If, after good faith efforts to mediate a dispute under the terms of this Agreement as provided in this Section, the parties cannot agree to a resolution of the dispute, any party may pursue whatever legal remedies may be available to it at law or in equity, before a court of competent jurisdiction.

**14. Termination.** Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following delivery of the notice. In the

event of such termination, City agrees to pay Consultant for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services.

**15. Extension of Time.** The Consultant may request an extension in writing, outlining the reasons for the delay and the new expected completion date. All such requests shall be submitted to the Public Works Director, and if approved, shall require a written amendment to this Agreement fully executed by both parties.

**16. Personnel.** Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will 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.

**17. Non-Discrimination and Equal Employment Opportunity.**

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of State or DOT-assisted contracts or in the administration of the City's DBE Program. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. 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.

C. 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.

**18. Records Retention and Audits.**

A. Consultant shall maintain all source documents, books, and records connected with their performance of this Agreement for a minimum of three (3) years from the date that City makes final payment to Consultant or until audit resolution is achieved whichever is later, and all other related, pending matters are closed.

B. Upon request, at any time during normal business hours and as often as City or any duly authorized representative may deem necessary, Consultant shall make available for examination all of its records with respect to all matters covered by this Agreement for purposes of audit, examination, or to make copies or transcripts of such records, including, but not limited to, contracts, invoices, payrolls, personnel records, conditions of employment and other records related to all matters covered by this Agreement. Such records and access to the facilities and premises of the Consultant shall be made available during the period of performance of this Agreement, and for three (3) years from the date that City makes final payment to Consultant or until audit resolution is achieved, whichever is later, and all other related, pending matters are closed.

**19. Cost Principles.**

A. Consultant agrees to comply with the following:

- (1) the Contract Cost Principles and Procedures, 48 Code of Federal Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq. (Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments)", shall be used to determine the allowability of individual project cost items, and
- (2) the Federal administrative procedures in accordance with 49 Code of Federal Regulations, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

B. Any costs for which Consultant receives payment or credit that is determined by a subsequent audit or other review by either City, Caltrans or other State or Federal authorities to be unallowable under, but not limited to, 48 CFR, Chapter 1, Part 31; or 49 CFR, Part 18, are to be repaid by Consultant within thirty (30) days of Consultant receiving notice of audit findings. Should Consultant fail to reimburse moneys due City within thirty (30) days of demand, or within such other period as may be agreed between both parties hereto, City is authorized to withhold future payments due Consultant.

**20. Assignment.** Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

**21. Scope of Work Changes.** City and Consultant may request in writing, at any time, amendments to the scope of work. Within ten (10) days from the date of the written notice, Consultant shall notify City of the impact of such changes on the Scope of Work, Schedule and Budget. Upon agreement between the parties as to the required changes, an amendment to this Agreement shall be prepared regarding the same.

**22. Compliance with Laws.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

**23. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. 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.

**24. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during regular business hours or by facsimile before or during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

**25. Governing Law.** This Contract shall be interpreted, construed and enforced in accordance with the laws of the State of California.

**26. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

**27. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the City Manager or the Mayor and attested by the City Clerk.

**28. Exhibits.** All exhibits referred to in this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"City"

ATTEST:

CITY OF SAN DIMAS

By: \_\_\_\_\_  
Ina Rios, City Clerk

By: \_\_\_\_\_  
Curt Morris, Mayor

Approved as to form:

By: \_\_\_\_\_  
City Attorney

CONSULTANT

By: \_\_\_\_\_

Its: \_\_\_\_\_