



*Gateway
to the
San Gabriel Valley*

CITY OF ALHAMBRA

March 21, 2022

RFP2M22-4

REQUEST FOR PROPOSALS (RFP)
FOR
PROFESSIONAL CONSULTANT SERVICES FOR THE
DEVELOPMENT OF A BICYCLE AND PEDESTRIAN
TRANSPORTATION PLAN

PROPOSALS DUE: Thursday April 28, 2022

CITY OF ALHAMBRA
111 S. FIRST STREET
ALHAMBRA, CA 91801

I. Introduction

The City of Alhambra is seeking proposals from suitably qualified firms to provide professional consulting services for the development of a Bicycle and Pedestrian Transportation Plan (BPTP). The successful proposer will have significant experience preparing bicycle and pedestrian transportation improvement plans of comparable scale and complexity for similar communities, with extensive community outreach, public engagement and plan facilitation experience. The City requires a well-managed and financially sound firm with demonstrated abilities and the highest levels of customer service and satisfaction to perform the services required under this Request for Proposals (RFP).

II. Goal

The goal of the BPTP is to improve pedestrian and bicycle opportunities in the City of Alhambra. The City anticipates the goal can be accomplished via the following key components:

- Identify gaps and barriers, both perceived and actual, and establish a network to connect high priority routes throughout the City.
- Develop a methodology for prioritizing projects including identifying need in disadvantaged areas.
- Incorporate design guidance into City road standards that can be applied to different streets and provide for a more sustainable community;
- Encourage the use of walking and biking as viable alternative modes of transportation.

The BPTP is expected to yield various community benefits, including but not limited to:

- The BPTP will help reduce vehicular traffic by making alternative modes of active transportation more attractive, visible, and safe.
- The BPTP will provide social equity. Many Alhambra residents rely on alternative transportation for jobs, access to medical facilities, and food options.
- The BPTP will improve the public health of the community through increased access to exercise opportunities or more active transportation options such as walking and biking. Public health can be improved when there is a reduction in greenhouse gas emissions (ie, when less vehicles miles are traveled). For the public to engage in active transportation options, the BPTP will ensure City's network system is user friendly and safe.
- Community cohesion and pride and social interaction are just some of the potential results from the BPTP development process and the execution of BPTP-recommended activities/projects.

III. Background

The City of Alhambra, the "Gateway to the San Gabriel Valley," is situated on the western boundary of Los Angeles and the northern terminus of the Long Beach Freeway (I-710). It is bordered by South Pasadena and San Marino to the north, San Gabriel to the east, and Monterey Park to the south. In the south, the San Bernardino freeway (I-10) traverses the City from east to west. The City consists of about 7.6 square miles, or 4,864 acres, of land. The 2020 population of over 82,868 (US Census Bureau) is less than the previous decade, yet stable and diverse. By 2045, Alhambra is projected to have 91,200 residents (SCAP RTP Growth Forecast 2020), which is a relatively slow growth, largely because the City is fully built out.

As part of the overall quality vision for the community, the City includes in its 2019 General Plan a Mobility chapter aimed at goals and policies which create a multimodal transportation network that meets the needs of drivers, transit, users, cyclists and pedestrians. In fact, the City wants to move toward consideration and enhancements of alternative modes of transportation while maintaining reasonable

service levels on the City's road network. Most recently in 2021, the City adopted a Vision Zero Resolution with the intent to reduce the number of conflicts between pedestrians/cyclists and motorists and eliminate fatalities; enhance safety; and enable recommendations/projects that will yield healthy and equitable mobility for all. In addition, under the City's 2021-22 Strategic Plan, the City has highly prioritized the completion of a Bicycle and Pedestrian Transportation Plan.

In 2013, a Draft Bicycle Master Plan (BMP) was submitted for consideration, however, the adoption of this 2013 Draft was never realized for a variety of reasons including the need for additional public input and feasibility concerns for the proposed network. Narrow arterial highways, high traffic volumes, and vehicular speed are said in the City's General Plan to pose a challenge for adding bike routes throughout the City. There are, however, opportunities for connections to existing routes at the City boundaries.

IV. General Information

The selected proposer will be expected to deliver high-quality services and products, develop professional meeting and web-ready graphics and work cooperatively with City staff, public officials, and the public throughout the development of the BPTP. Development of the BPTP will be consistent with the City's General Plan and shall include the creation of detailed system maps and environmental review for conformance with the California Environmental Quality Act (CEQA).

The BPTP should utilize the most current bicycle and pedestrian travel research, lessons learned and best practices for mobility, safety, education, parking and storage. The BPTP should encourage all bicycle and pedestrian travel but predominantly commuter bicycle travel to and from transit facilities, schools, employment centers, shopping centers, community gathering areas and learning institutions using the existing Alhambra roadways. Improving connectivity to the surrounding cities should also be considered, as well as multimodal transportation options, in an effort to enhance overall bicycle and pedestrian regional mobility and accessibility.

The BPTP should outline existing pedestrian and bicycle amenities and accessibility, identify gaps, and submit/analyze opportunities for enhancement. The BPTP should also consider all relevant planning documents including a bikeway map, proposed development and traffic/transportation studies, and multimodal transportation routes and integration. Further, the plan should make reference and align, if appropriate, to improvement capital projects planned throughout the City including Alhambra's 710 Mobility Improvement Projects.

1. Agreement

Consultant shall enter into agreement with the City using the City of Alhambra Standard Agreement Professional Design Services (Attachment A).

2. Proposal Submission

Consultants shall submit five (5) copies of their proposal. Proposals shall be received no later than 5:00 p.m. on **April 28, 2022**, at the following address:

City of Alhambra
 City Clerk's Office
 Attn: Martin Ray
 111 S. First Street
 Alhambra CA, 91801

Late submittals will be rejected and returned. All responses must be completed as required, signed by an official of the firm who is authorized to enter into a binding agreement with the City on behalf of the company.

3. Proposed Award Schedule

The following proposed schedule is subject to change:

RFP Issued	March 21, 2022
Deadline for Proposal Submission	April 28, 2022
Submission Evaluation and Interviews with Qualified Applicants	May 2 – 12, 2022
City Council Award of Contract	May 23, 2022
Project Start Date	June 13, 2022

4. Award of contract by the City Council, if any, will be made in the best interest of the City and shall be based upon various factors, including but not limited to the following: proposer's qualifications, experience, responsiveness, availability and cost. The City of Alhambra reserves the right to accept or reject any or all Proposals, to be the sole judge of the merits and qualifications of the services and/or items offered and the ability of Proposer to responsibly perform.
5. The City reserves the right to waive any irregularities or informalities in any Proposal submitted or in the procedure. An award of contract may be made to other than the firm offering the lowest costs. Proposal may not be withdrawn for a period of sixty (60) days after the time Proposals are due.

V. Proposal Requirements

In order to assist the selection committee in making a determination, the City requires that all Proposers adhere to the response format outlined below. Firms failing to meet this requirement will be negatively evaluated. Missing sections or inadequate information presented may mean disqualification of the company from consideration. Responses shall be simply prepared, brief and to the point. Needlessly lengthy documents filled with extraneous material will not be favorably received.

Responses to this Request for Proposal shall include the following in this order:

1. Cover Letter.
2. Table of Contents.
3. Introduction/Executive Summary. Highlight the company's unique qualifications and relevant experience.
4. Consultant understanding of the project and approach to the work. Include scope of work listing tasks, descriptions, methods, and techniques.
5. A staffing chart by job description or title. Indicate which staff are in-house and which are sub-consultants.
6. Sample Plan from agency of comparable size with comparable project scope.
7. Designation of Sub-Contractors/Sub-Consultants Form
8. References Form. A listing of a minimum of three (3) clients for whom similar work has been performed in the last five (5) years, including individual contact person, address and phone number who is familiar with the project.
9. A schedule of the time required for the completion of the various scope of work tasks.
10. Acceptance of Conditions Statement. This will be a statement offering the proposer's acceptance of all conditions listed the Request for Proposals document. Any exception on the contractor's behalf must be stated in the proposal including any exemptions to provisions in Sample Contract.
11. Cost Proposal Form

1. Insurance Requirements

Upon Award of Contract by the City Council, the consultant shall provide the City with required Certificates of Insurance evidencing minimum coverage in Professional Liability, Contractual General Liability and Automobile Liability coverage, naming the City of Alhambra as Additional Insured. The insurance requirements are described in Attachment A.

2. Business License Requirement

Upon Award of Contract, the consultant shall obtain a City of Alhambra Business License and maintain one throughout the term of the contract.

VI. Scope of Services

The following is the proposed scope of services for the development of the Bicycle and Pedestrian Active Transportation Plan. Additional steps and supplemental tasks may be suggested as the Consultant determines appropriate based upon experience. At a minimum, the consultant selected will be responsible for providing the services described below:

1. Project Planning and Coordination

- Consultant shall conduct a kick-off meeting with City personnel to finalize the scope of work, schedule, and project objectives. The project goals, expectations, opportunities, constraints, information needed, roles, and responsibilities will be the basis of meeting discussion.
- The consultant shall initiate regular phone calls and/or meetings with the City's project manager to provide updates on progress and collaborate on project deliverables. In close consultation with the City, the Consultant shall be responsible for project management activities including: oversight, scheduling, reporting, coordination meetings, record keeping, and quality assurance.
- Submittal of Accounting Table with invoices that include tasks, budget allotted, and budget used, percent of task budget used, and percent task complete.

2. Project Communication/ Coordination/Public Outreach

- The Consultant shall provide a robust community engagement plan that identifies key stakeholders, community partners, activities, and milestones, as well as strategies for equitably engaging the wide diversity of race, gender, and demographics found in Alhambra's potential walking and bicycling population.
- The Consultant will engage various community-based organizations including Asian Pacific Forward Islander Movement, Active SGV, the Chamber of Commerce and the Alhambra Unified School District. Each of them is vital to successfully conducting outreach in Alhambra specifically on this topic of active transportation.
- The Consultant will undertake, lead, and document at least four (4) neighborhood-based community outreach meetings that leverage existing community activities. The Consultant will also be responsible for presenting the draft plan for comment and review to the Alhambra Parks and Recreation Commission, Transportation Committee, and the City Council.
- The Consultant will provide project information for the City's website as progress occurs.
- The Consultant will conduct other engagement efforts necessary for the project.
- As an optional task, the Consultant scope should include the possibility of completing a community survey about desired improvements and priorities.

3. Data Collection

- Work for the BPTP is anticipated to rely on a combination of new and existing data, as recommended by the Consultant and agreed upon by City Staff. Consultant shall research all City-provided

information pertinent to the project such as records, reports, plans, data, and other documents to complete the project.

- Consultant shall review all relevant City-provided previous studies. As part of this effort, complete a review of the 2013 Draft Bicycle Master Plan, Alhambra Community Transit routes, the proposed network map and the existing list of proposed capital improvements (including the 710 Mobility Improvements Projects), to identify material and concepts that can be retained or refined.
- Review and assess the existing sidewalk and roadway network for deficiencies and analyze and incorporate available planning data and public involvement input to understand current bicycle and pedestrian travel and future bicycle and pedestrian demand with the goal of improving future mobility and accessibility. Additionally, the Plan should identify location(s) that warrant bicycle parking or storage or other bicycle related amenities appropriate for users and Alhambra. For clarification, the BPTP should provide “preferred” locations for bike racks throughout the City, regardless where bike lanes are networked (ie, along business centers, public facilities, etc.).
- The consultant will prepare a base map series for design and analysis work that can be easily understood by the public for use at meetings and the public events. The map should be in AutoCAD and GIS format to include all shape files.

4. Plan Content

- The Consultant should propose an outline of anticipated content for the Bicycle and Pedestrian Transportation Plan, based on experience, understanding of the project, and project needs and objectives described above. In addition, the BPTP should include project study reports or an equivalent to help the City justify recommendations and enable an “actionable” plan after the BPTP is adopted. At minimum, the Plan should include the following content:
 - Existing conditions and needs analysis, including bicycle and pedestrian counts, collision analysis, and analysis of existing levels of traffic stress.
 - Bike/pedestrian inventory including summary of existing support facilities and integration with other modes of transportation.
 - Community needs outreach to determine satisfaction levels and unmet needs. Summarize focus group meeting and web, electronic, and paper surveys conducted.
 - Demographic analysis to review and interpret demographic trends and characteristics of the City using available information.
 - Gap analysis of bicycle and pedestrian facilities.
 - Policy guidance for key bicycle and pedestrian topics, including vision statement, overview of anticipated users and community partners, strategies for addressing emerging transportation technologies such as scooters and bike share.
 - Proposed bikeway network, including proposed facility types (i.e. Class I, II, III & IV) and locations, bike parking and similar amenities, and other associated design guidance.
 - Proposed pedestrian network or citywide methodology for providing pedestrian facilities and connections; including multi-modal and public transportation options.
 - Prototypical design guidance for street crossings, intersection designs, bicycle and pedestrian facility types, and other important physical features.
 - Site-specific designs or concepts for key intersections, major street thoroughfares, important new connections, access points for parks and key destinations, and other priority bicycle and pedestrian improvements. Highlight with photographs, graphs, charts, maps and sketches.
 - A separate wayfinding signage program.
 - An improved system for promoting communications with the community, other agencies, schools, and organizations.

- Implementation guidance, including proposed capital improvements, programs (including Safe Routes to Schools), actions and identification of priorities; capital cost assumptions and anticipated maintenance and staffing costs; and other implementation recommendations.
- The selected consultant will work with the City to compile and organize available information on existing conditions for the project area such as, traffic volumes, crash data, state route planning and construction plans, aerial and base maps, City development standards and regulations, and relevant policy documents, reports and studies. The consultant may choose to conduct additional field assessments and site reconnaissance as needed. The consultant will then prepare a base map series for design and analysis work that can be easily understood by the public for use at meetings and the public events. The map should be in AutoCAD and GIS format to include all shape files.
- Consultant shall collect sufficient data to meet the grant application requirements of various federal and state grant programs regularly used to fund non-motorized improvement projects, or those programs identified by the Consultant in the funding portion of the ATP, to include, but not limited to, the Highway Safety Improvement Program (HSIP) and the recently enacted Transportation Program by the State of California. It is the Consultant's responsibility to identify the grant programs and provide the data necessary in order to complete the application for funds under these programs.

5. Document Preparation

- Refinement and Review of Plan Concepts: Consultant shall prepare Administrative Draft Plan including a record of all input obtained through community, and pop-up meetings. Consultant shall prepare all exhibits, graphics, and maps. Review of the administrative draft and graphics will allow for at least two rounds of City comments and appropriate stakeholder/community review. Consultant shall complete environmental review consistent with CEQA.
- Preparation of Draft Plan: Consultant shall incorporate feedback from administrative draft and amend document and/or graphics as needed. Consultant shall assist city staff in presenting a Final Draft Plan to City Commissions and City Council.
- Consultant shall consider direction obtained at Commission and City Council meetings and incorporate necessary changes into the Final Plan. Final Plan shall be posted on the City's website. Consultant shall provide the following once the plan is finalized:
 - 10 hard copies of the final plan
 - Electronic file of the documents in PDF format suitable for posting

VII. Evaluation Criteria

- The Proposals will be received and evaluated based on adequacy of meeting initial criteria including showing competence and a satisfactory performance of the services required. Then, the proposals will be evaluated and ranked based on various qualifications, including but not necessarily limited to:
 - Approach
 - Key staff's knowledge and experience
 - Availability of key staff personnel and resources
 - Experience and demonstrated competence on similar projects, including updating City's Street Design Standards and Traffic analysis and modeling.
 - Understanding of project scope
 - Understanding of pedestrian and biking organizations and agencies
 - Understanding of the City of Alhambra and region

- Schedule
- References
- Cost

The City will review all proposals received to determine whether they meet the essential requirements outlined in this RFP. Proposals will be evaluated based on the following categories:

- Proposal Format and Approach (20 possible points)
 - Understanding of Project Scope (20 possible points)
 - Experience with Similar Work (20 possible points)
 - Qualifications of Staff (20 possible points)
 - Performance on Previous Projects (20 possible points)
- The three to five top ranked firms may be invited to an interview with City staff. The City will notify all Consultants that submit Proposals of the evaluation results.

VIII. General Requirements

- The purpose of the Request for Proposal (RFP2M22-4) is to solicit proposals from qualified Transportation Consultant with proven experience in developing Bike and Pedestrian Transportation Plans. Development of the Plan will be consistent with the City’s General Plan.
- Contract Sum - All proposals will include a specific cost proposal in a not-to-exceed amount, based upon the description of services and scope of work to be performed.
- Contract Payment - Payment to contractor will be made in arrears on a monthly basis for services performed, provided that the contractor is not in default under any provisions of this agreement.
- Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations will be required.
- Contractors shall ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex or religion will be required. The City of Alhambra hereby ensures that minority business enterprises will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.
- Proposer certifies that it has sought out and considered minority business enterprises for those portions of the work to be subcontracted, and has fully documented such actions that said documentation is open to inspection, and that said action will remain in effect for the life of any contract awarded hereunder. Furthermore, Proposer certifies that all steps will be taken to meet all equal employment opportunity requirements of the contract documents. Proposer certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.
- All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not. Any company submitting a proposal will by such action thereby agree to each and all of the terms, conditions, provision, and requirements set forth, contemplated, and referred to in the Request for Proposal, and other contract documents, and to full compliance therewith.
- Interpretation of Documents: A person in doubt as to the meaning of any part of the contract documents, or finds discrepancies, in, or omissions, may submit to the City a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its

prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addenda will be faxed to each person receiving a set of the contract documents. No oral interpretation of any provision in the contract will be made to any Proposer.

- Discrepancies and Misunderstandings: Contractors and consultants must satisfy themselves by personal examination of the work site, specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No contractor or consultant will at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies called to the attention of the City of Alhambra will be clarified by the City in writing to all proposers prior to the submission of proposals.
- No person, firm, or corporation will be allowed to make or file, or be interested in more than one proposal for the same work unless alternate bids are specifically called for. No proposal will be accepted from a consultant who has not been licensed in accordance with the provisions of the State Business and Professional Code.
- Each Proposer will submit a list of the proposed subcontractors of this project as required by the Subletting and Subcontracting Fair Practice Act (Govt. Code Sec 4100 et seq.) Forms for this purpose are furnished herein.
- Non-Collusion Affidavit: Proposer declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the City of Alhambra is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

IX. Inquiries

- All inquiries concerning this RFP shall be made in writing and directed to: Martin Ray Director of Public Works & Utilities, Email: mray@cityofalhambra.org

Proposals shall be received no later than 5:00 p.m. on Thursday, April 28, 2022

AGREEMENT FOR PROFESSIONAL SERVICES

Contract No. _____

This AGREEMENT FOR PROFESSIONAL SERVICES (“AGREEMENT”) is made and entered into effective as of the ____ day of _____, 20__, by and between the CITY OF ALHAMBRA, a charter law city, located at 111 South First Street, Alhambra, CA 91801, (“CITY”) and _____ [inset corporation, LLC, partnership etc.], located at _____ (“CONSULTANT”).

WITNESSETH:

For and in consideration of the promises and of the mutual covenants and agreements herein contained, said parties hereby agree as follows:

1. RECITALS. This AGREEMENT is made and entered into with respect to the following facts:

- A. CITY requires professional _____ services (“SERVICES”); and
- B. On _____, 20__, CITY issued a Request for Proposals # _____ (“RFP”) to obtain professional _____ services for the CITY’s and based on review and rating of RFPs received CONSULTANT was selected; and
- C. CONSULTANT is qualified to provide those certain services to the CITY necessary for said SERVICES; and, therefore, the Alhambra City Council has elected to engage the services of CONSULTANT upon the terms and conditions hereinafter set forth.

2. SCOPE OF SERVICES.

- A. CONSULTANT shall furnish to the City all labor, materials, tools, equipment, services, and incidental customary work necessary to fully and adequately perform those services described in CONSULTANT’s Proposal for Services dated _____, (“PROPOSAL”) consistent with the CITY’s Request for Proposals dated _____ (“RFP”) attached hereto as Exhibits “A” and “B” respectively and hereby incorporated by reference.
- B. Performance of the SERVICES specified herein is made an obligation of CONSULTANT under this AGREEMENT, subject to any changes made subsequently upon the mutual written agreement of the parties.
- C. The scope of services to be performed by CONSULTANT under this AGREEMENT shall include, but not be limited to, those services specified in Paragraph 2A hereof.

3. PERFORMANCE STANDARDS. While performing this AGREEMENT CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CONSULTANT shall cooperate with CITY if CITY opts to monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. FAMILIARITY WITH WORK.

- A. By executing this AGREEMENT, CONSULTANT agrees that, to the best of CONSULTANT's knowledge and belief, CONSULTANT has
- (i) Carefully investigated and considered the scope of services to be performed;
 - (ii) Carefully considered how the services should be performed; and
 - (iii) Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

5. CITY SUPERVISION. The Director of the Department of _____ of CITY, or the Director's designee, shall have the right of general supervision of all work performed by CONSULTANT and shall be the CITY's agent with respect to obtaining CONSULTANT's compliance hereunder. No payment for any services rendered under this AGREEMENT shall be made without the prior approval of the Director of _____ or the Director's designee.

6. FEE. Compensation to CONSULTANT for the total services to be rendered pursuant to this AGREEMENT shall be in an amount not to exceed \$_____ to be billed in a manner described in CONSULTANT's PROPOSAL, consistent with the CITY's RFP. If any discrepancies exist between the RFP and the CONSULTANT's PROPOSAL exist, then the terms of the RFP shall control.

7. EXTRA SERVICES. Notwithstanding any other provision herein, no extra services shall be rendered by CONSULTANT under this AGREEMENT unless such extra services first shall have been authorized in writing by the CITY. Any such services so authorized shall be paid by the CITY at rates approved of by the CITY.

8. PAYMENT BY CITY. CONSULTANT shall send invoices to the City on a monthly basis, based upon the services already rendered at the time of the submission. City shall pay all proper costs within thirty (30) days of receipt of such invoice(s).

9. TERM. The term of this AGREEMENT shall be as provided for in the RFP from after the date on which the CITY issues CONSULTANT a Notice to Commence Work. CONSULTANT shall complete all those services set forth in its PROPOSAL by that certain date set forth in said Notice to Commence Work or until such time as the services have been completed by the CONSULTANT and accepted by the CITY, whichever occurs first. The CITY may extend said time of completion for delays caused by circumstances beyond the control of either party to this AGREEMENT. Should the consulting contract extend beyond the estimated time for completion of said services, CITY hereby reserves the right to continue CONSULTANT's services hereunder with any and all fees for such additional services to be compensated by the CITY at rates approved by the CITY.

10. DISPUTES AND REMEDIES.

A. Claims, disputes, and other matters in question between the Parties arising out of or relating to this AGREEMENT or the breach thereof, must be resolved by the following procedure:

- (i) CITY and CONSULTANT will exercise their best efforts to resolve disputes through the development of a consensus. A meeting may be requested by CITY or CONSULTANT at any time for the purpose of resolving a dispute. A determination by CITY'S Director of the Department of _____ will be made within two (2) weeks after a meeting to resolve the dispute;
- (ii) If unresolved within thirty (30) days, then City Manager, or his designee, will make a final determination;
- (iii) Following the City Manager's final determination, the Parties may submit any unresolved matters to non-binding mediation. The parties may, but are not required to be, represented by counsel in mediation;
- (iv) If the Parties do not agree to mediation, or if mediation does not resolve the Parties' dispute, the matter may be pursued in Los Angeles County Superior Court, or the United States District Court, Central District of California, if federal jurisdiction exists.

B. The Parties' rights and remedies under this Agreement are in addition to any other rights and remedies provided by law.

11. PREVAILING WAGE. CONSULTANT is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public

works” and “maintenance” projects. If the SERVICES are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with such Prevailing Wage Laws. The CITY shall provide CONSULTANT with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the SERVICES available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. CONSULTANT shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12. TERMINATION OF AGREEMENT. The CITY may terminate this AGREEMENT upon giving a ten (10) day advance written notice of such termination to CONSULTANT. In that event, the City Manager, or his designee, based upon work accomplished by CONSULTANT prior to notice of such termination, shall determine the amount of fees to be paid to CONSULTANT for such services based upon accepted accounting practices. This finding by the City Manager, or his designee, shall be considered by the Alhambra City Council and the Council’s determination shall be final and conclusive as to the amount of such fee.

13. INDEPENDENT CONTRACTOR. CONSULTANT shall act as an independent contractor in the performance of the services provided for in this AGREEMENT and shall furnish such services in CONSULTANT’s own manner and method and in no respect shall CONSULTANT be considered an agent or employee of the CITY.

14. OWNERSHIP OF DOCUMENTS. All financial documents, data, studies, and reports prepared by CONSULTANT under this AGREEMENT are CITY’s property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY’s written notice. CITY agrees that use of CONSULTANT’s completed work product, for purposes other than identified in this AGREEMENT, or use of incomplete work product, is at CITY’s own risk. CITY will indemnify and hold CONSULTANT harmless for any use of the work product other than as contemplated by this AGREEMENT.

15. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this AGREEMENT, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or City without CITY’s prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

16. NONASSIGNMENT. This AGREEMENT is not assignable either in whole or in part by CONSULTANT without the written consent of CITY.

17. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a valid Taxpayer Identification Number.

18. PERMITS AND LICENSES. CONSULTANT, at its sole expense, will obtain and maintain during the term of this AGREEMENT, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

19. INDEMNIFICATION.

A. CONSULTANT hereby agrees to the following:

(i) Indemnification for Professional Services. CONSULTANT will save harmless and indemnify CITY and, at CITY's request, reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries, including death or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement.

(ii) Indemnification for other Damages. CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, and representatives.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

D. CITY does not, and shall not, waive any rights against CONSULTANT which it may have by reason of the aforesaid hold-harmless AGREEMENT because of the acceptance by CITY or the deposit with CITY by CONSULTANT, of any of the insurance policies hereinafter described in this AGREEMENT.

E. The aforesaid hold-harmless AGREEMENT by CONSULTANT shall apply to all damages and claims for damages of every kind suffered, or alleged to

have been suffered, by reason of any of the aforesaid operations of CONSULTANT, or any subcontractor of CONSULTANT, regardless of whether such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- F. Notwithstanding any provision of this Agreement to the contrary, design professionals shall be required to defend and indemnify the City only to the extent allowed by Civil Code Section 2782.8, namely for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional" includes licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities which offer such services in accordance with the applicable provisions of the Business and Professions Code.
- G. The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

20. INSURANCE. CONSULTANT shall not commence work under this contract until CONSULTANT shall have obtained all insurance required by this AGREEMENT and such insurance shall have been approved by CITY as to form, amount and carrier, nor shall CONSULTANT allow any subcontractor of CONSULTANT to commence work on any subcontract until all similar insurance required of the subcontractor of CONSULTANT shall have been so obtained and approved.

- A. COMPENSATION INSURANCE. CONSULTANT shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONSULTANT'S employees employed to perform the SERVICES as described section 2 of the AGREEMENT; and, if any work is sublet, CONSULTANT shall require the subcontractor of CONSULTANT similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONSULTANT. If any class of employees engaged in work under this AGREEMENT is not protected under any Workers' Compensation law, CONSULTANT shall provide and shall cause each subcontractor of CONSULTANT to provide adequate insurance for the protection of employees not otherwise protected. CONSULTANT shall indemnify CITY for any damage resulting to it from failure of either CONSULTANT or any subcontractor of CONSULTANT to take out or maintain such insurance.
- B. COMPREHENSIVE GENERAL LIABILITY, PROFESSIONAL LIABILITY, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONSULTANT shall take out and maintain during the life of this contract comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance and shall protect CITY, its elective and appointive boards, officers, agents and employees,

CONSULTANT, and any subcontractor of CONSULTANT performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S or any subcontractor of CONSULTANT'S operations under this contract, whether such operations be by CONSULTANT or by any subcontractor of CONSULTANT, or by anyone directly or indirectly employed by either CONSULTANT or any subcontractor of CONSULTANT, and the amounts of such insurance shall be as follows:

- (i) Commercial General Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);
- (ii) Professional Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);
- (iii) Comprehensive Automobile Liability Insurance in an amount of not less amount of not less than ONE MILLION DOLLARS (\$1,000,000).

A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth in subsections (i),(ii), and (iii) above.

- C. PROOF OF INSURANCE. The insurance required by this Agreement shall be with insurers which are Best A+ rated, and California-Admitted, or better. The CITY of Alhambra shall be named as "additional insured" on all policies required hereunder, except for Professional Liability Insurance, and CONSULTANT shall furnish the CITY Clerk, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give CITY at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of the contract.
- D. NOTICE TO COMMENCE WORK. The CITY will not issue any notice authorizing CONSULTANT or any subcontractor to commence work under this AGREEMENT until CONSULTANT has provided to the CITY Clerk the proof of insurance as required by subparagraph (C) of this article.

21. NON-DISCRIMINATION. CONSULTANT shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this AGREEMENT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

22. UNAUTHORIZED ALIENS. CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, *et seq.*), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

23. CONFLICT OF INTEREST. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

24. WAIVER. Waiver by any party hereto of any term, condition, or covenant of this AGREEMENT shall not constitute the waiver of any other term, condition or covenant hereof.

25. ATTORNEY'S FEES. If litigation is reasonably required to enforce or interpret the provisions of this AGREEMENT, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees, in addition to any other relief to which it may be entitled.

26. BINDING EFFECT. This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

27. PROVISIONS, CUMULATIVE. The provisions of this AGREEMENT are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

28. NO PRESUMPTION RE: DRAFTER. The parties acknowledge and agree that the terms and provisions of this AGREEMENT have been negotiated and discussed between the parties and their attorneys, and this AGREEMENT reflects their mutual AGREEMENT regarding the same. Because of the nature of such negotiations and discussions it would be inappropriate to deem any party to be the drafter of this AGREEMENT; and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this AGREEMENT.

29. ASSISTANCE OF COUNSEL. Each party to this AGREEMENT warrants to each other party as follows:

- A. That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this AGREEMENT, and all related documents; and,
- B. That each party has lawfully authorized the execution of this AGREEMENT.

30. MODIFICATION. This AGREEMENT shall not be modified except by written agreement of the parties.

31. GOVERNING LAW. This AGREEMENT shall be interpreted and construed according to the laws of the State of California.

32. NOTICE. Whenever it shall be necessary for either party to serve notice on the other regarding this AGREEMENT, such notice may be furnished in writing by either party to the other and shall be served by personal service as required in judicial proceedings or by certified mail, postage prepaid, return receipt requested, addressed to the parties as follows:

CITY: _____

City of Alhambra
111 South First Street
Alhambra, CA 91801

CONSULTANT: _____

Tel: _____

Fax: _____

33. FORCE MAJEURE. Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include, but not be limited to, acts of God, fire, flood, earthquake, or other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or government statutes or regulations superimposed after the fact.

34. ELECTRONIC TRANSMISSION OF CONTRACT AND SIGNATURE. The Parties agree that this Agreement may be transmitted and signed by electronic mail by either/any or both/all Parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on its effective date by their respective officers duly authorized on their behalf.

“CITY”

CITY OF ALHAMBRA, a Charter Law City

ATTEST:

By _____
_____, Mayor

Lauren Myles, City Clerk

APPROVED AS TO FORM:
JOSEPH M. MONTES, CITY ATTORNEY

By _____

“CONSULTANT”

FULL NAME OF CONSULTANT

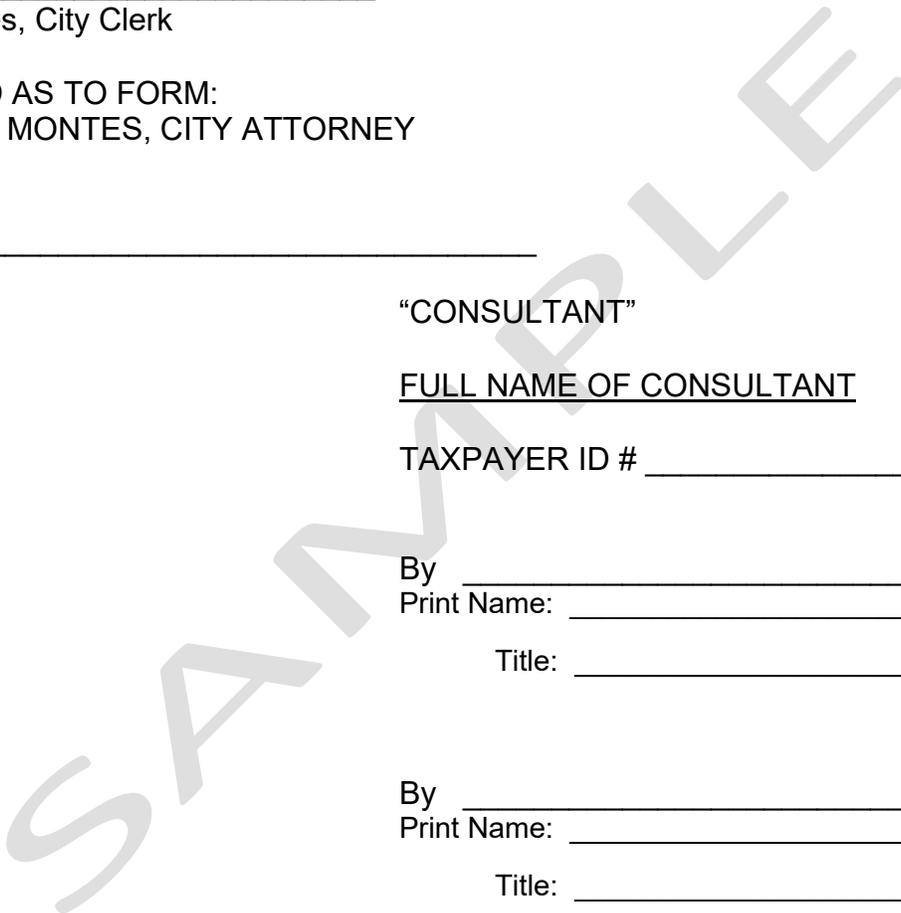
TAXPAYER ID # _____

By _____
Print Name: _____

Title: _____

By _____
Print Name: _____

Title: _____



COST PROPOSAL FORM

Pursuant to and in compliance with your Request for Proposals and the other documents relating thereto, the undersigned proposer, having familiarized himself/herself with the work as per the paragraph, "Discrepancies and Misunderstandings," contained in the "INSTRUCTIONS TO FIRMS SUBMITTING PROPOSALS" section, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and specifications and other contract documents, hereby proposed and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools expendable equipment, and all applicable taxes, utility and transportation services necessary to perform, the contract and complete in a workmanlike manner all of the work required in connection with RFP2M19-17. Professional Consultant Services for the Development of a Bicycle and Pedestrian Transportation Plan all in strict conformity with the specifications and other Contract Documents on file at the office of the City Clerk of the City, for the following lump sum bid:

BASE BID (WORDS): _____

(NUMBERS): _____

Optional 1: _____

COMPANY: _____

ADDRESS: _____

REPRESENTATIVE'S NAME: _____

REPRESENTATIVE'S TITLE: _____

REPRESENTATIVE'S SIGNATURE: _____

DATE: _____

PROPOSER INFORMATION

Proposer certifies that the following information is true and correct:

Firm Name:

Proposer's Name:

Form of Legal Entity (i.e., individual, partnership, corporation, etc.)

If a Corporation, State of Incorporation (i.e., Calif.) _____

Business Address:

Telephone: _____ Fax: _____

Email: _____

Engineer's License No. (If applicable):

Original Date Issued: _____ Expiration Date: _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

REFERENCES

The following are the names, addresses, and telephone number for three AGENCIES for which proposer has performed similar engineering consulting work for within the past three (3) years.

1. _____
Name and address

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

2. _____
Name and address

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

3. _____
Name and address

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom bidder intends to procure insurance bonds:

