



*Gateway
to the
San Gabriel Valley*

CITY OF ALHAMBRA

November 22, 2022

RFP2M22-21

REQUEST FOR PROPOSALS (RFP)

FOR

**PROFESSIONAL CONSULTANT SERVICES FOR THE DEVELOPMENT
OF A COMPREHENSIVE ENVIRONMENTAL
SUSTAINABILITY PLAN (CESP)**

PROPOSALS DUE: JANUARY 12, 2023 at 5:00 PM

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

COMPREHENSIVE ENVIRONMENTAL SUSTAINABILITY PLAN (CESP)

INTRODUCTION

The City of Alhambra is seeking proposals from suitably qualified firms, individuals, and organizations to develop a Comprehensive Environmental Sustainability Plan (CESP) to review current activities and develop a list of sustainability policies, projects and programs that can enhance the integration of sustainable practices into the overall organization in a systematic, coordinated, and financially responsible manner.

The City desires a cleaner, safer, more vibrant and stable Alhambra through meaningful planning actions and outcomes. The CESP will help the City not only overcome the challenges of the existing urban setting, but also prevent further harm to the natural environment and protect human health and the general well-being of the community. In addition, the CESP will help the City align with county, state and national sustainability goals and provide needed structure to the City's short-term and long-term resource management and investments. As expected, both Alhambra and the region will benefit from such carefully designed considerations, recommendations, and actions.

The development of this CESP shall be managed by the Management Services Department under the City Manager's Office. Through the CESP, the City of Alhambra shall be better positioned to take effective and efficient steps toward sustainability and environmental goals.

ABOUT ALHAMBRA

Changes in population, movement, and consumption often negatively impact living environments, natural resources, and quality of life. Particularly within fast growing environments like Los Angeles County, such demands also stress local infrastructure and burden social and economic balance and weaken resiliency.

The City of Alhambra-- the Gateway to the San Gabriel Valley and the second largest city in the area-- is located just eight miles east from Downtown Los Angeles, along the northern terminus of the I-710 and traversed by the I-10. The City consists of 7.6 square miles of land and has a population of just over 82,000 people, who are diverse, active, and stable. Many residents are foreign born (48%) and Non-English speaking, with 52% Asian and 35% Hispanic (US Census Bureau, 2020). The community is also partly low income (55%) as evidenced by the American Community Survey (2011-2015) and the number of students (52%) in the Alhambra Unified School District qualifying for Free or Reduced Lunch (CA Department of Education, 2020).

As an older community (119 years old), Alhambra is largely built-out and dense, with limited opportunities for major development (less than 1% of land is vacant). Residential land use designations currently make up 52% of the area and rights of way account for 25%. The City's roadways, consequently, play a major role in shaping the City's land use patterns. Further, at least half of the City has high density residential and commercial uses. In general, while these attributes are part of Alhambra's overall character, other related issues including the City's lack of green space, expensive housing market, aging infrastructure, less than favorable air quality scores, narrow streets, proximity to freeways, pass-through traffic and congested streets promote unwanted hazards that impact the quality of life for community members and visitors alike.

PROJECT BACKGROUND

The City Council of the City of Alhambra has made the adoption of a Comprehensive Environmental Sustainability Plan (CESP) a top priority. In fact, the City seeks to build on active transportation planning, forestry, water and energy conservation, community development, expanded green space, waste and recycling, and similar sustainability efforts. The CESP will not only review the City's current projects and programs, but also advance new sustainable practices. Through focused commitment, the City will be able to carry out strategies to minimize household, business, and government impacts and help prepare for coming environmental and economic challenges. The efforts will improve quality of life, build prosperity, and improve the community's overall resiliency.

The CESP is expected to provide a long-term transformational roadmap for the City of Alhambra to promote best practices to achieve sustainability; address the challenges associated with environmental quality issues and community health; and enhance Alhambra as an environmentally healthy, economically strong, and socially fair community to live, work, play, and invest. As the City's strategy for addressing sustainability, the CESP will identify targeted policies, programs, and projects that address both current and future needs and focus on the root causes of the City's sustainability concerns.

In order for the City to adequately develop appropriate environmental goals, the CESP will provide important sustainability information; empower the Council and the community to think, plan, and act more sustainably; and motivate actions and commitments toward various indicators including but not limited to open space, land use development, solid waste, energy and water use, renewable energy, greenhouse emissions, mobility, transportation, local economy, pollution prevention, public health protection, community education and civic participation.

For the City of Alhambra, a sustainable community is defined as:

- A shared community identity that is distinctive to our city, and built on a vibrant, thriving community;
- Offering equitable access and choices for a unique, diverse community;
- Valuing environmental quality by supporting choices that minimize impacts to the environment;
- Valuing community awareness, engagement, and involvement;
- Having a strong local economy.

The City recognizes the costs of inaction could be very high and that inaction will represent a missed opportunity for cost savings and improving the community.

GENERAL INFORMATION

The Consultant will work interactively and extensively with the City, the business and residential community, and other stakeholders in understanding the City's needs and concerns and developing the plan. Given an extensive consensus vision formulation and outreach process, the CESP is expected to take considerable time before culminating into an approved plan document for the City of Alhambra.

The City's Consultant will deliver high-quality services, develop professional meetings and work cooperatively with City staff, public officials, and the public throughout the development of the CESP. Recommendations submitted will be consistent with the City's General Plan and other master plans and shall include detailed approaches and environmental review, if appropriate, for

conformance with the California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA).

SCOPE OF SERVICES

The City is seeking proposals from qualified firms, individuals, and organizations to develop a Comprehensive Environmental Sustainability Plan (CESP) to review current activities and develop a list of sustainability projects and programs that can advance integration of sustainable practices into the overall organization. The selected Consultant will work with City staff and the community to develop a comprehensive, robust, and innovative plan that will:

- Clearly explain the City's sustainability challenges and the challenges and opportunities it faces in meeting more ambitious sustainability goals;
- Serve as a mechanism to tie together the City's existing and developing sustainability initiatives, strategies, and plans with the community's goals; and
- Establish a set of cohesive sustainability strategies, implementation plans, timelines, and metrics for measuring progress and for improving the City's sustainability and its contribution to regional strategies.

The CESP will function as a roadmap to enhance Alhambra as an environmentally healthy, economically strong, and socially fair community to live, work, play, and invest. The CESP will be a long-term plan, developed through extensive stakeholder outreach effort, to help the City organize its environmental portfolio and help the community realize its collective sustainability vision.

The scope of work includes the following:

I. Analysis and Strategy

A. Review of existing plans and reports and inventory of existing City actions to generate ideas for inclusion in the CESP. Identify gaps, inconsistencies, and opportunities for Alhambra to become a more sustainable community. This inventory should include community assets and liabilities that preserve and enhance common wealth for future generations.

B. Identify the most pressing sustainability challenges and opportunities facing the City, supported by quantitative analysis. These issues will serve as a centerpiece of the CESP elements, to which actions will be designed to address. Strategy considerations shall include:

- i. Support: How likely is the proposal to be adopted by the City or community-wide? Is it politically feasible? Is there community support? Is it consistent with the City's priorities and readiness to implement?
- ii. Depth/Breadth of Implementation: Will it impact a large portion of the targeted population?
- iii. Potential for Success: Do these strategies have a track record for success locally or in other communities?
- iv. Cost Effectiveness: Does this focus on technologies and practices that offer net cost savings? What is the return on investment for these strategies? Are there costs or savings over five years?
- v. Cost of Business as Usual: If nothing is done, what will the cost of adaptation be in the future?

- vi. Existing Capacity: What is the current institutional capacity to take on the proposal? Are there opportunities to combine the proposal with existing programs or departments? Who is responsible?
- vii. Enforceability and Measurability: Can the program be enforced? Are there ways to measure the impact of the strategy?
- viii. Timeframe: What is the timeframe for the project? How long will it take to see the impacts of the proposal?
- ix. Funding: What is the availability of funding? Include research and propose financial strategies that could facilitate City and community actions in fulfillment of this plan.
- x. Anticipated Benefits: What are expected benefits? Specifically, strategies shall address relevancy to community resilience, public health/quality of life, economic prosperity, stewardship, and innovation.

C. Design a strategy to engage a broad array of stakeholders. Strategy should include a schedule and methods to be used to organize proposed activities. This would include framing the issues, identifying the challenges, developing ideas for solutions, presenting the draft findings, refining ideas and presenting final recommendations, launching the plan, and identifying roles and responsibilities. Specifically:

- i. Launch stakeholder engagement campaign, including the creation of materials to support outreach (such as brochures, presentations, data visualization) and meeting facilitation.
- ii. Capture, analyze, and synthesize feedback generated through employee/public engagement to develop preliminary ideas and recommendations on actions to be included.
- iii. Develop a database of stakeholders engaged in all aspects of this process.
- iv. Develop a preliminary list of actions that could be included in the CESP in collaboration with City departments. All actions should be linked to CESP elements and include anticipated impacts and required funding.
- v. Deliverables include event logistics, outreach materials, synthesis of employee/public feedback, outreach database, and outline of preliminary actions.

II. Deliverables

A. Draft CESP Development.

- i. Draft CESP including narrative and supporting graphics.
- ii. Create supporting materials to accompany the launch of the CESP, such as brochures, executive summaries, info-graphics, and presentations.
- iii. Identify metrics to track the City's progress and establish a clear baseline.
- iv. Deliverables include a draft CESP and employee/public launch materials.

B. CESP. The final CESP will require several formats. Content will also be used on the City's website and should be prepared to be web ready.

- i. Printable PDF report document that outlines the overall visions, outcomes, and goals and actions of the CESP as well as relevant target metrics. The CESP should be attractively designed and include compelling visual representations of ideas and data. The CESP should also include a compelling Executive Summary that can serve as a standalone document.

- ii. Consultant will provide MS Word versions of documents and materials upon completion of services to facilitate future edits. All materials produced including data sets shall be delivered electronically in commonly available formats, such as Microsoft Office or digitally on USB drives.
- iii. Consultant shall provide a list of implementation actions that can, in aggregate, achieve each of the goals set forth in the CESP. Each element of the CESP shall include:
 - 1. Desired Outcomes – What is the desired future state of the City within this topic area? This is a more qualitative approach helping employees/citizens envision outcomes.
 - 2. Goals – This section will outline the goals that will help the City achieve a desired outcome within each topic area.
 - 3. Action Steps – These are the required actions to achieve each of the goals outlined in the section above. Actions should be divided into short-term (1-2 years), medium-term (2-5 years), and long-term (5-10 years).
 - 4. Timeline – Each of the goals, action steps, and targets should have time-based elements, such that there are interim goal actions and targets that enable ongoing measurement of our progress towards our goals.
 - 5. Target Metrics – Goals need target metrics to measure the success to reaching the goal.
 - 6. Implementers – Goals and action steps must include specific organizational divisions that will take ownership for implementing that part of the Plan.
 - 7. Costs – Resources required should be at least preliminarily identified, with attention to return on investment and potential funding sources.
 - 8. Implementation Table – Summary table of all CESP components identified above.
- iv. Deliverables include a Final CESP in multiple formats and launch materials.

III. Project Planning and Management

Include meetings with City staff, presentation to City Council, and community meetings. Document meetings, public input, research, basis for findings, and other relevant elements in a manner suitable for retention by the City.

IV. Project Term.

The City of Alhambra has not identified a CESP completion date. The Consultant shall provide a timeline with milestones to achieve a completed CESP.

PROPOSAL DUE DATE/TIME

The City Clerk's Office must receive proposals no later than said date and time. Responses received after such time will be returned unopened. By submitting a proposal, respondents acknowledge their understanding as to the size, scope, and location of the work to be performed. Proposals may be hand-delivered or mailed, with four hard copies and one USB copy of the proposal.

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

Proposal Submission: Consultants shall submit four (4) hard copies of their proposal and one USB copy. Proposals shall be received no later than **5:00 p.m. on January 12, 2023**, at the following address:

City of Alhambra
City Clerk's Office
Attn: Lucy Garcia, Assistant City Manager
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.

PROPOSAL SCHEDULE

The following is the anticipated schedule:

| | |
|---|-------------------------------|
| RFP Issued | November 21, 2022 |
| Submit Written Questions to City | December 15, 2022 |
| Addendums to RFP (Email) | December 19, 2022 |
| Deadline for Proposal Submission | January 12, 2023 at 5:00 p.m. |
| Submission Evaluation and Interviews with Qualified Applicants | January 13- February 2, 2023 |
| City Council Award of Contract | February 13, 2023 |
| Project Start Date | March 1, 2023 |

The City of Alhambra reserves the right to adjust this schedule as necessary.

SUBMITTAL DEADLINE AND PROPOSAL CONTENTS

The entire proposal package must be returned with all requested information completed. Proposals shall be delivered in a sealed envelope via regular mail, overnight or other carrier, or hand delivered not later than **5:00 pm on Thursday, January 12, 2023**, at the following location: City of Alhambra, City Clerk's Office, 111 S. First Street, Alhambra, CA, 91801. **Indicate the RFP Number on the envelope. Indicate on the envelope: Do Not Open with Regular Mail.**

Copies of the cost proposal shall be submitted under a separate cover, in a sealed envelope, properly labeled under "Proposal Elements/Requirements", and shall be delivered or mailed to the same address shown above on the same day and time with the project Proposal. Facsimile or e-mail submittals will not be accepted. The proposing firm should provide the City with an original and three (3) copies (total of 4) of the proposal and one USB copy.

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, and must be received in the place and by the time designated in this document.

QUALIFYING EXPERIENCE

The Consultant selected to perform the above-described work shall demonstrate proven experience and capacity in the development of large-scale sustainability planning projects, with particular emphasis on working with and coordinating with various stakeholders. The firms and individuals to be considered for this work effort shall have completed at least fifteen (15) years of master planning experiencing of projects of similar size and complexity and shall demonstrate experience with similar complex assignments within the last five (5) years. The projects submitted as examples of relevant experience must have been performed by the key individuals to be assigned to this work effort.

PROPOSAL ELEMENTS/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-Consultants Form
8. A description of any sub-consultant experience relating specifically to environmental sustainability planning.
9. 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.
10. Proposer Information Form.
11. A schedule of the time required for the completion of the various scope of work tasks.
12. 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.
13. Cost Proposal Form. The Cost proposal shall be prepared on an hourly rate not to exceed basis. Include a time and materials reimbursement schedule and an hourly rate for each position.
14. Additional Data. This section may contain material not specifically requested for the evaluation but which the proposer wishes to submit. This may include brochures, pictures, a general narrative, and a statement of additional services the proposing firm may wish to provide.
15. Appendix/ Attachments

SELECTION CRITERIA

The City will review all proposals received to determine whether they meet the essential requirements outlined in this RFP. A selection committee will review and evaluate proposals, with the intention of selecting a Consultant who provides a proposal that, in the opinion of the City, provides the best value. If the selection committee so chooses, respondents may be invited for an interview to supplement their submission.

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) |
| TOTAL | 100 points |

DISCRETION AND LIABILITY WAIVER

The City reserves the right to reject all proposals or to request and obtain, from one or more of the firms submitting proposals, supplementary information as may be necessary for City staff to analyze the proposals pursuant to the Consultant selection criteria contained herein. The City is not liable for the costs incurred by the proposers for the preparation of the proposals.

The Consultant, by submitting a response to this Request for Proposal, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this Request for Proposal.

All proposals shall be binding for a period of sixty (60) days after the delivery date and may be retained by the City for examination and comparison.

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 under Sample Agreement.

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.

OTHER GENERAL REQUIREMENTS

- Purpose: The purpose of this RFP is to solicit proposals from qualified consulting firms or individuals with extensive experience in developing comprehensive sustainability plans.
- City Option to Reject All Proposals: The City may, at its sole discretion, reject any and all proposals submitted in response to this RFP. The City will not be liable for any costs incurred in connection with the preparation and submittal of any proposal. The City reserves the right to waive any irregularities in a submitted proposal.
- 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.

- Equal Opportunity Clause: 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.
- Equal Opportunity Employment Compliance: 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.
- Legal Responsibilities: 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.

- Proposer Interested in More than One Proposal: 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.
- Sub-Consultants: Each Proposer will submit a list of the proposed subconsultants 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.

QUESTIONS/INQUIRIES

All inquiries concerning this RFP shall be made in writing and directed to: Lucy Garcia, Assistant City Manager, Email: lgarcia@cityofalhambra.org, Phone: 626.570.3257.

Proposals shall be received no later than 5:00 p.m. on Thursday, January 12, 2023

AGREEMENT FOR PROFESSIONAL SERVICES

Contract No. [REDACTED]

This **AGREEMENT FOR PROFESSIONAL SERVICES (“AGREEMENT”)** is made and entered into effective as of the [REDACTED] day of [REDACTED], 20[REDACTED], by and between the CITY OF ALHAMBRA, a charter law city, located at 111 South First Street, Alhambra, CA 91801, (“CITY”) and [REDACTED] [inset corporation, LLC, partnership etc.], located at [REDACTED] (“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 [REDACTED] services (“SERVICES”); and
- B. On [REDACTED], 20[REDACTED], CITY issued a Request for Proposals # [REDACTED] (“RFP”) to obtain professional [REDACTED] 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 [REDACTED], (“PROPOSAL”) consistent with the CITY’s Request for Proposals dated [REDACTED] (“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 [REDACTED] 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 [REDACTED] 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 \$ [REDACTED] 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 [REDACTED] 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, martial 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: [Redacted]
[Redacted]

City of Alhambra
111 South First Street
Alhambra, CA 91801

CONSULTANT: [Redacted]
[Redacted]
[Redacted]
Tel: [Redacted]
Fax: [Redacted]

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 RFP2M22-21. Professional Consultant Services for the Development of a Comprehensive Environmental Sustainability 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 proposal:

BASE PROPOSAL (WORDS): _____

(NUMBERS): _____

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:

