

REQUEST FOR PROPOSALS
TO PROVIDE PS&E SERVICES
FOR
FY23-24 STREETS REHABILITATION PROJECT

May 9, 2023

To Interested and Qualified Consultants:

With Request for Proposals RFP 2M23-16 (RFP), the City of Alhambra is soliciting proposals from qualified professional firms to provide the City with professional engineering services for the design of FY23-24 Street Rehabilitation Project.

PROPOSAL REQUIREMENTS

Interested parties shall submit 5 copies of their Proposal no later than 4:30 PM, June 12, 2023 to:

Robert Bias
Public Works Department
City of Alhambra
111 South First Street
Alhambra, CA 91801

All inquiries and responses to this RFP must be submitted via e-mail no later than 12:30 PM, June 5, 2023 to:

Robert Bias; rbias@cityofalhambra.org

Total number of pages of the proposal shall not exceed 25.

Submit your proposal in the format specified below:

Cover Letter:

Emphasize strong points of the project team and the firm's experience. The cover letter shall state that the submittal is valid for 120 days and shall contain an acknowledgment of receipt of all amendments and/or addenda to the RFP.

Table of Contents:

Include contents of proposal.

Section 1. Purpose, Scope of Work and Fee:

The selected firm (Consultant) shall be responsible for developing engineering design and preparation of plans, specifications, and estimates (PS&E) for the pavement rehabilitation of various local streets within the City of Alhambra shown in Table 1. The plans and specifications shall be completed by a registered engineer.

STREET	FROM	TO
LINDARAXA PARK	HIDALGO AVE	ALMANSOR ST
LINDARAXA PARK	ALMANSOR ST	WEST END
LINDARAXA PARK NORTH	GRANADA AVE	HIDALGO AVE
LINDARAXA PARK SOUTH	GRANADA AVE	HIDALGO AVE
GRAND AVE	VEGA ST	VALENCIA ST
GRAND AVE	VALENCIA ST	ALMANSOR ST
GRAND AVE	CHAPEL AVE	STONEMAN AVE
CYNTHIA ST	GRANADA AVE	STORY PL
PINE ST	GRANADA AVE	WEST END
PINE ST	STORY PL	WEST END
PINE ST	ALMANSOR ST	STORY PL
PINE ST	HIDALGO AVE	ALMANSOR ST
MC LEAN ST	GRANADA AVE	STORY PL
MONTEREY ST	MC LEAN ST	ALHAMBRA RD
HIDALGO AVE	LINDARAXA PARK SOUTH	MAIN ST
CORDOVA ST	LINDARAXA PARK (N)	MAIN ST
CORDOVA ST	ALHAMBRA RD	GRAND AVE
CORDOVA ST	CYNTHIA ST	ALHAMBRA RD
VALENCIA ST	ALHAMBRA RD	GRAND AVE
VALENCIA ST	GRAND AVE	MAIN ST
VEGA ST	ALHAMBRA RD	ORIENTA DR
VEGA ST	ORIENTA DR	MAIN ST
ALAHMAR ST	ALHAMBRA RD	SOUTH END
ORIENTA DR	CHAMPION PL	VEGA ST

The scope of work generally includes project management/meetings, utility company notification and confirmation, records research, field review, topographic survey, cost estimates, preparation of construction plans and specifications, striping plans, bidding and construction support, and mylars as described below.

Project Management/Meetings

Consultant shall prepare plans in conformance with City Standards, policies, and procedures. Consultant shall be responsible for maintaining continuous communication

with the City Project Manager and ensure project delivery on schedule and within budget. Consultant shall be required to attend a kick-off meeting with City staff to review project in detail, and determine requirements and procedures for design, ongoing review, and coordination. In consultation with City staff, the Consultant will determine relevant issues specific to the project, design standards, and funding limits.

Deliverables:

- Project schedule

Utility Notifications

The Consultant shall contact all utility companies within the project limits and request current utility atlas maps and as-built information. Consultant is required to send current preliminary notices to utility companies in accordance with the City's procedures. Documentation of contacts and responses will be copied to the City. Consultant will prepare utility notices and deliver them to the City for mailing under City letterhead.

Deliverables:

- Spreadsheet log of notices sent to utility companies and responses received.

Records Research & Field Review

The Consultant will obtain available as-built drawings, survey data, and utility contact information from the City. The research may include traffic signal plans, signing, striping, municipal improvements such as water and sewer as-built plans and/or atlases. The Consultant shall verify known underground utilities to avoid conflicts with proposed improvements.

Deliverables:

- Report potential conflicts between as-builds and existing conditions.

Topographic Survey

Where full depth reconstruction of pavement is recommended, consultant will perform a design/topographic survey necessary to complete construction plans with cross-sections and profiles of the proposed street improvements. Consultant will take cross sections at 50-foot intervals, or closer if necessary, where survey is performed; elevations must include flow line, top of curb, and back of walk in addition to pavement elevations. Topographic survey may also be necessary where portions of curb & gutter and cross gutter are proposed to be reconstructed or installed for proper surface drainage.

Deliverables:

- Electronic copy of all field surveys in AutoCAD

Coring Sample and Soil Reporting

Consultant will collect section core samples on each street segment to provide information on the street's pavement structure, including but not limited to the thickness and material type of each layer encountered in the pavement structural section, the presence of any pavement reinforcing fabric, and moisture content of existing subgrade. Information found shall be used for pavement analysis and design services to develop pavement rehabilitation recommendations for each street section, determining potential new

pavement structural designs that might be required, evaluation of alternative treatments, and construction support.

Cost Estimates

Consultant shall prepare quantity calculations and a detailed engineer's estimate in Microsoft Excel spreadsheet format. Consultant shall utilize current City of Alhambra and other agency cost data to develop construction cost estimates. Cost estimates must also include the tie out and reset of survey monuments, and the record and filing of corner records for the monuments.

Deliverables:

- Cost estimates at 60%, 90%, and 100% completion milestones
- Electronic files at every milestone in Excel spreadsheet

Construction Plans & Specifications

The Consultant will submit plans, specifications, and quantity takeoff estimates at levels of completion of approximately 60%, 90%, and 100%. City will provide review comments at all design stages. It is expected that 100% plans will be complete and include comments and input from all stakeholders. One set of record drawing mylars shall be produced after redline drawings are available upon construction completion.

Plans shall conform to City standard plans and be prepared utilizing AutoCAD software. All plans will be signed by a registered civil or traffic engineer, as appropriate.

The product plan set is expected to include, but not limited to, the following:

- Title Sheet/Typical Sections/General Notes
- Signing and Striping Plans

The City will provide Consultant with its boilerplate specifications and general technical provisions in the current version of Microsoft Word. Consultant will be responsible for compiling the project specifications, signed by a Civil Engineer registered in the State of California, which are complete and ready for bidding purposes. Consultant shall use the latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) and the City of Alhambra Standards for this project.

Deliverables:

- Two (2) full size copies of plan submittals at 60%, 90%, and 100% completion milestones
- One full-size set of record drawing mylars upon construction completion
- Electronic files at every milestone
- One thumb drive containing final signed plans (PDF and AutoCAD format), specifications and estimate
- Project specifications at 90% and 100% completion milestones
- Electronic files at every milestone

The design phase shall be completed in **90 working days from your proposal being awarded.**

These plans shall include street improvements such as pavement resurfacing and necessary PCC improvements such as the repair of broken and off-grade sidewalk, repair of broken and off-grade curb and gutter, repair of broken and off-grade driveway aprons that impede proper drainage or standard ADA compliance of sidewalk, wheel chair ramp construction where needed or in some cases where they need updating, and cross gutter repairs. In addition, the plans and specifications must include the adjusting of manholes and valves, traffic loops, striping and pavement markers.

The FEE shall be placed in a separate envelope submitted with the proposal.

Section 2. Project Team, Key Personnel and Resumes:

Provide resumes of inspector(s) and Project Manager/Engineer responsible for the services.

Section 3. References:

Provide 3 public agency references for similar projects.

Section 4. Firm's Qualifications and Experience:

Provide a summary of firm's service capabilities, qualifications and experience.

Section 5. Compliance with City's Standard Contract and Insurance Requirements:

Selected consultant shall execute City's Standard Contract and comply with the contract and insurance requirements as indicated in the attached sample contract. In this section provide a statement that you will comply, or any items that you cannot comply with. (See Attached City Standard Contract).

CONSULTANT SELECTION METHODOLOGY

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:

- | | | |
|------|----------------------------------|----------------------|
| I. | Proposal Format | (20 possible points) |
| II. | Understanding of Work | (20 possible points) |
| III. | Experience with Similar Work | (20 possible points) |
| IV. | Qualifications of Staff | (20 possible points) |
| V. | Performance on Previous Projects | (20 possible points) |

PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFQ/RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFQ/RFP. Pre-contractual expenses are defined as expenses incurred by proposers and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFQ/RFP
- Negotiations with the City on any matter related to this procurement

- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a proposer/consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFQ/RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution. The City reserves the right to request or obtain additional information about any and all proposals.

Attachments:

- A. Standard City Contract
- B. Project Area Map

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:

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

CITY requires professional [REDACTED] services (“SERVICES”); and

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

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.

SCOPE OF SERVICES.

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.

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.

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.

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.

FAMILIARITY WITH WORK.

By executing this AGREEMENT, CONSULTANT agrees that, to the best of CONSULTANT's knowledge and belief, CONSULTANT has

Carefully investigated and considered the scope of services to be performed;

Carefully considered how the services should be performed; and

Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

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.

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.

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.

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.

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).

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.

DISPUTES AND REMEDIES.

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:

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;

If unresolved within thirty (30) days, then City Manager, or his designee, will make a final determination;

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;

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.

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

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.

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.

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.

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.

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.

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

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

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.

INDEMNIFICATION.

CONSULTANT hereby agrees to the following:

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.

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.

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

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

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.

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.

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.

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.

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.

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.

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:

Commercial General Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);

Professional Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);

Comprehensive Automobile Liability Insurance in an 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.

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.

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.

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.

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.

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

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.

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.

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

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.

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.

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

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,

That each party has lawfully authorized the execution of this AGREEMENT.

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

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

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]

City of Alhambra
111 South First Street
Alhambra, CA 91801

CONSULTANT:

[Redacted]

Tel: [Redacted]

Fax: [Redacted]

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.

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 [Redacted], Mayor

[Redacted]
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: _____

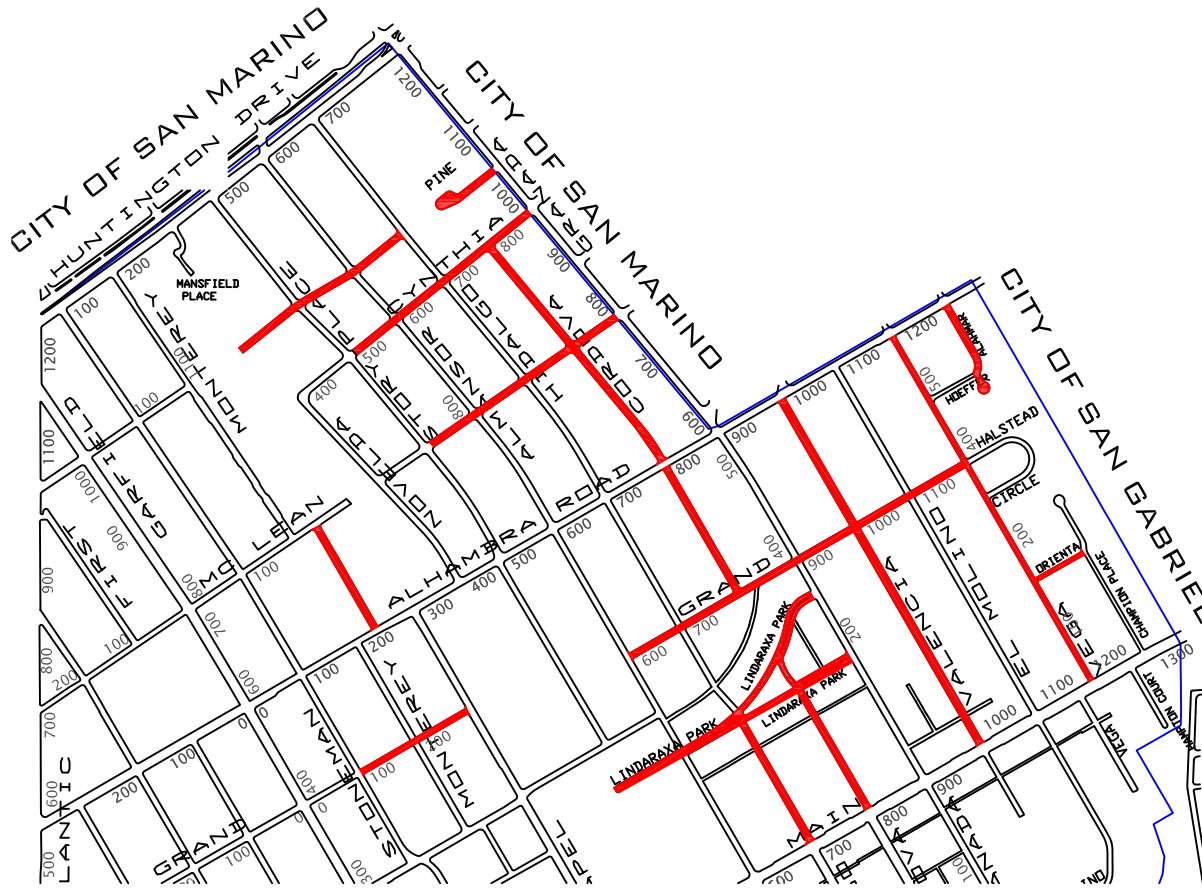
By _____

Print Name: _____

Title: _____

SAN

Proposed Streets for the FY 2023/2024 RMRA Street Rehabilitation Project (SB 1)



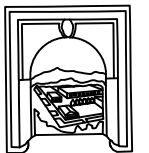
VICINITY MAP
NOT TO SCALE



- PROPOSED STREETS SELECTED FOR REHAB



- CITY BOUNDARY LINE



Gateway to the San Gabriel Valley

City of Alhambra
Los Angeles County, CA