

November 15, 2023

**Subject: Request for Proposals – Engineering Design Services for Sewer Main Replacement Project on Almansor Street**

The City of Alhambra is requesting a proposal from your firm for professional engineering design services for Sewer Main Replacement Project on Almansor Street. A copy of the Request for Proposals (RFP) is attached for your review and consideration.

Proposals are due by 4:00 P.M. on Thursday, December 14<sup>th</sup>, 2023. Please submit one (1) original and two (2) copies of the proposal to the City of Alhambra, Attn: Thomas Amare Engineering Associate, Utilities Department, 111 South First St., Alhambra, CA 91801.

Should you have any questions please feel free to contact Thomas Amare, Engineering Associate at (626) 300-1562. We are looking forward to having an opportunity to review your proposal.

**Proposals must be received no later than 4:00 P.M. on Thursday, December 14<sup>th</sup>, 2023. Cost proposal shall be submitted under a separate cover indicating on the envelope “Sealed Cost Proposal-Do Not Open with Regular Mail.”**

Send or hand-deliver proposals to:

*City of Alhambra - Utilities Department  
Attention: Thomas Amare  
111 South First Street  
Alhambra, California 91801*

Best regards,

Dennis Ahlen  
Deputy Director of Utilities

CITY OF ALHAMBRA  
UTILITIES DEPARTMENT

R F P 2M23-29

CONTRACTS DOCUMENTS AND REQUEST FOR PROPOSAL

FOR

ENGINEERING DESIGN SERVICES FOR  
SEWER MAIN REPLACEMENT PROJECT ON  
ALMANSOR STREET

CITY OF ALHAMBRA  
111 SOUTH FIRST STREET  
ALHAMBRA, CA 91801

***PROPOSALS DUE NO LATER THAN 4:00 P.M. ON THURSDAY, DECEMBER 14<sup>th</sup>, 2023.***

# ENGINEERING DESIGN SERVICES FOR SEWER MAIN REPLACEMENT PROJECT ON ALMANSOR STREET

## **GENERAL INFORMATION**

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, reputation, 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. 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 Proposal may not be withdrawn for a period of sixty (60) days after the time Proposals are due.

The successful bidder shall meet all insurance requirements of the City including, but not limited to, the provisions of personal and property liability including automobile coverage and Workers Compensation in the limits acceptable to the City. All required insurance shall name the City of Alhambra as Additional Insured.

## **GENERAL SYSTEM INFORMATION**

### **Description of the Sewer System**

The City of Alhambra's Utilities Department sanitary sewer system is made up by 129 miles of sewer pipe, 2800 manholes, and seven lift stations with 7,800 feet of forced mains.

## **DESCRIPTION**

The City's Sewer System Rehabilitation Plan identified this project as one of the priorities to improve the aging infrastructure and improve capacity with the primary consideration of health and safety of the public and the protection of the environment by minimizing the possibility of sewage spills and overflows. The sewer main on Almansor Street at Lindaraxa Park has a lower slope and may cause the system to be surcharged during peak wet weather conditions. Therefore, it recommended replacing approximately 300 feet of existing 8-inch VCP sewer main so that the slope of the pipe be increased. The project is also including remove and replace existing sewer manholes and street pavement.

## **PROPOSED SCHEDULE**

The city anticipates the project schedule to be as follows:

November 15, 2023	Distribution of Requests for Proposals
November 28, 2023	Submit Written Questions to the City
December 14, 2023	Proposals due no later than 4:00 p.m.
December 21, 2023	Review of Proposals
December 21, 2023	Negotiations (if necessary)
January, 2024	Contract Award by the City Council
February, 2024	Execution of Contract and Notice to Proceed

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 in its entirety 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 4:00 P.M. on Thursday, December 14<sup>th</sup>, 2023, at the following location: City of Alhambra, Utilities Department, 111 S. First Street, Alhambra, CA, 91801. **Indicate on the Sealed 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 as stated under Item 11 under “Proposal Elements”, 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 two (2) copies of the proposal and the cost proposal.

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 engineering consultant selected to perform the above-described work shall demonstrate proven experience in sewage conveyance engineering including public sanitary sewer system planning, and lining projects. The firms to be considered for this work effort shall have completed at least three (3) public sanitary sewage system engineering design projects of similar size and complexity within the last five (5) years.

## **PROPOSAL ELEMENTS**

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. Designation of Sub-Contractors/Sub-Consultants Form

7. 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.
8. Proposer Information Form.
9. A description of the firm's and any sub-consultant's experience relating specifically to the design and engineering of state-of-the-art sewage conveyance facilities and attendant sewer system improvements.
10. Cost Proposal Form shall be provided in a separate sealed envelope marked "Cost Proposal - City To Alhambra **RFP2M23-29 Engineering Design Services for Sewer Main Replacement Project on Almansor Street.** 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.
11. 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.
12. 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.
13. Appendix/Attachments.
14. Construction Supporting Services for the length of the Project.

### **SELECTION CRITERIA**

The City intends to retain the engineering firm whose proposal it believes is most advantageous to the City. Evaluation of the proposal will be based on qualifications of the respondents. The City wishes to hire a firm with significant professional credentials. Selection will be made on the following factors:

1. Qualifications of the project team, including personnel and sub consultants.
2. Relevant recent project experience, particularly in the region.
3. Overall Cost.
4. Project references.
5. Soundness of technical approach.
6. Ability to meet required timelines.
7. Quality of proposal response and adherence to required format.

### **DISCRETION AND LIABILITY WAIVER**

The City reserves the right to reject all proposals or to request and obtain, from one or more of the engineering 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 of \$1,000,000 in Professional Liability, Contractual General Liability and Automobile Liability coverage, naming the City of Alhambra as Additional Insured. The insurance requirements are clearly described in the **Sample Agreement for Consultant Services** included herein.

### **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.

### **GENERAL REQUIREMENTS**

**Purpose** - The purpose of the Request for Proposals (**RFP2M23-29**) is to solicit proposals from qualified engineering consulting firms with extensive, proven experience in design, engineering, preparation of plans and specifications, project and construction support services.

**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 sub-contracted 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.

**Listing Sub-contractors, Vendors and Sub-consultants** - 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.

The following is a general outline of the scope of work for the design, specification, and construction management for the lining of four sewers in need of repair

## **SCOPE OF SERVICES**

The following is a general outline of the scope of work for the design, specification, and construction support for the replacement of approximately 300 feet of existing 8" sewer main pipe and street improvements. The scope as presented is considered comprehensive and will be utilized to evaluate the proposals received as the baseline for comparison. The proposal should contain the cost associated with designing and preparing the following:

### **Task 1**

- Prepare Plans Profile drawings in the City Standard Format showing the sewer mainline replacement.
- Preparation project specifications.
- Connection details to existing City Infrastructure.
- Street Improvement plan including replacing damaged curb and gutter, sidewalk, ADA ramps
- Preparation of Surveying, by-pass pumping (proposed plan), Potholing (minimum 10 potholing)
- Preparation of bid documents.
- Preparation of construction cost estimate.
- Submission of plans at the 60%, 90% (electronically), and three sets of final completion of Plan and Specification
- Signed and sealed mylar drawings, hard copy, and specifications; and electronic files of the as built plan and specifications.

### **Task 2 Preparation of Engineers Estimate**

An Engineers Estimate of Probable Construction Cost shall be prepared by the Consultant at the 60%, 90% and Final Stage of design submittals, to allow the City the flexibility to make ongoing decisions as to the scope and extent of the proposed work.

### **Task 3 Construction Support Services**

The Consultant shall provide construction management support services including attending the pre-bid meeting, addressing questions from contractors during bidding, preparation of Addendum, review and response for all shop drawings and submittals, response to all Requests for Clarification (RFC) and to all Requests for Information (RFI) before and during construction. The consultant shall also budget time to attend progress meeting (as needed) during the construction.



**PROPOSER INFORMATION**

Proposer certifies that the following information is true and correct:

Firm Name:

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Proposer's Name:

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

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

Business Address:

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Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Engineer's License No.: \_\_\_\_\_

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:

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

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**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:

\_\_\_\_\_

\_\_\_\_\_

**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 **RFP2M23-29 Engineering Design Services for Sewer Main Replacement Project on Almansor Street** 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:

The furnishing of all labor, supplies and materials, methods, processes, tools, implements, machinery, transportation, insurance and bonds for or incidental to providing the City's Professional Engineering Services

Cost Proposal Form shall be provided in a separate sealed envelope marked "Cost Proposal - City of Alhambra **Engineering Design Services for Sewer Main Replacement Project on Almansor Street**. The cost proposal shall be prepared on an hourly rate not to-exceed basis and should include a time and materials reimbursement schedule and an hourly rate for each position.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

Proposer's Title: \_\_\_\_\_

Proposer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**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:

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

CITY requires professional \_\_\_\_\_ services (“SERVICES”); and

On \_\_\_\_\_, 200\_\_\_\_, 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

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 \_\_\_\_\_, (“PROPOSAL”) consistent with the CITY’s Request for Proposals dated \_\_\_\_\_ (“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 \_\_\_\_\_ 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.

**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.

**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 \_\_\_\_\_ 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 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, 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.

**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: \_\_\_\_\_  
\_\_\_\_\_  
City of Alhambra  
111 South First Street  
Alhambra, CA 91801

CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

**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 \_\_\_\_\_  
\_\_\_\_\_, 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: \_\_\_\_\_



# SEWER MAIN REPLACEMENT PROJECT ON ALMANSOR STREET

## UTILITIES PROJECT MAP

