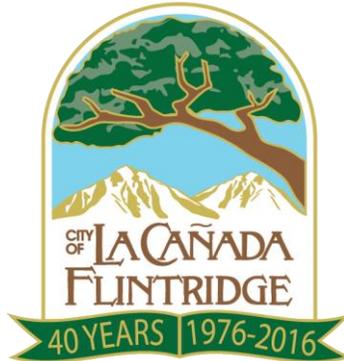


**CITY OF LA CAÑADA FLINTRIDGE
PUBLIC WORKS DEPARTMENT**



**PROFESSIONAL SERVICES
REQUEST FOR PROPOSAL (RFP)**

FOR

**SUPPLEMENTAL ENVIRONMENTAL REPORT (NBSSR)
AND
PLANS, SPECIFICATIONS & ESTIMATES (PS&E)**

FOR

I-210 SOUNDWALL IMPROVEMENTS PROJECT, PHASE II

June 17, 2016

DUE DATE: One (1) electronic and three (3) bound copies each of the technical and cost proposals shall be submitted no later than **5:00 p.m. on Monday, July 18, 2016** to:

Ms. Kris Markarian, P.E.
City Engineer
City of La Cañada Flintridge
Public Works Department
1327 Foothill Boulevard
La Cañada Flintridge, California 91011

TABLE OF CONTENTS

1.0 – INVITATION FOR PROPOSALS.....	3
2.0 – BACKGROUND INFORMATION.....	4
2.1 – City.....	4
2.2 – Project.....	4
3.0 – SCOPE OF WORK.....	6
3.1 – General.....	6
3.2 – Key Work Components	7
4.0 – CONTENTS OF TECHNICAL PROPOSAL.....	22
4.1 – Project Team Identification.....	22
4.2 – Team Organization.....	22
4.3 – Project Understanding and Approach.....	23
4.4 – Statement of Proposal Qualifications & Standard Form 330.....	23
4.5 – Length of Proposal.....	24
5.0 – CONTENTS OF COST PROPOSAL.....	24
6.0 – MODIFICATION AND/OR ENHANCEMENT OF PROPOSAL.....	24
7.0 – PROJECT SCHEDULE.....	25
8.0 - INSURANCE REQUIREMENTS	25
9.0 – SELECTION PROCESS AND CRITERIA.....	25
9.1 – Evaluation Criteria	26
9.2 – Oral Presentations/Interviews and Consultant Selection.....	27
10.0 – CONTRACT AWARD	27
11.0 - STANDARD AGREEMENT.....	28
12.0 – PROOF OF AUTHORITY.....	28
13.0 – FINANCIAL AND/OR RELATIONAL DISCLOSURE.....	29
14.0 – INFORMED PROPOSER	29
15.0 – AWARD AND PROPOSAL RETENTION	29

16.0 – PROPOSAL RESULTS29

17.0 – CANCELLATION OF SOLICITATION29

18.0 – DISQUALIFICATION OF PROPOSER29

19.0 – INDEPENDENT CONTRACTOR30

20.0 – COMPLIANCE WITH LAWS30

21.0 – WITHDRAWAL OF PROPOSAL.....30

22.0 – LABOR LAWS..... 30

23.0 – FIRM COMMITMENT OF AVAILABILTIY OF SERVICE..... 30

24.0 – LIMITATIONS AND RESERVATIONS 30

25.0 – RFP NOT CONTRACTUAL.....31

26.0 – FORMS TO BE INCLUDED.....31

EXHIBITS

- Exhibit "A" – Identity Confirmation
- Exhibit "B" – Subcontractor Listing
- Exhibit "C" – Non-Collusion Affidavit
- Exhibit "D" – Statement of Compliance
- Exhibit "E" – Sample Standard Agreement

ATTACHMENTS

Attachment "1" – NBSSR’s Soundwall S307 Layout (L-2) & Typical Cross Section (X-3)

READING FILE (Posted on City’s website & at Public Works Counter)
 Noise Barrier Scope Summary Report (NBSSR) – Approved January 2007.

1.0 INVITATION FOR PROPOSALS

The City of La Cañada Flintridge is soliciting proposals from qualified firms to provide professional environmental and engineering services for the preparation of the supplemental Noise Barrier Scope Summary Report (NBSSR) and the preparation of Construction Plans, Specifications and Estimates (PS&E) for Phase II of the Interstate 210 Freeway (I-210) Soundwall Improvements Project.

One (1) electronic and three (3) bound copies each of the technical and cost proposals shall be submitted no later than **5:00 p.m. on Monday, July 18, 2016** to:

Ms. Kris Markarian, P.E.
City Engineer
City of La Cañada Flintridge
Public Works Department
1327 Foothill Boulevard
La Cañada Flintridge, California 91011

Technical and Cost Proposals shall be submitted in separately sealed envelopes and shall be clearly marked on the outside of the envelope, "Technical Proposal for the I-210 Soundwall Improvements Project, Phase II" and "Cost Proposal for the I-210 Soundwall Improvements Project, Phase II" respectively. Proposals must bear original signatures.

It is the responsibility of the Proposer to see that any Proposal submitted shall have sufficient time to be received by the Public Works Department before the Submittal Deadline. Late proposals will be returned to the Proposer unopened. Proposals will not be opened publicly, and the City will endeavor to keep such confidential until a preferred service provider is recommended to the City Council.

This Request for Proposals (RFP) and the NBSSR are available for review on the City's website at: <http://www.lacanadaflintridge.com> or at the City of La Cañada Flintridge, Public Works Department's customer counter. A copy of the RFP may also be obtained by contacting the Public Works Department at (818) 790-8882.

The tentative schedule for this procurement is as follows:

ACTION	DATE
Proposals Due	Monday, July 18, 2016
Interview of Short-Listed Consultants	Monday, July 20, 2016
Award of Contract by City Council	August 2, 2016

Execution of Contract	August 2016
Issuance of Notice to Proceed (upon Caltrans authorization)	Tentatively September 2016

Questions regarding this Request for Proposal shall be directed in writing only (via e-mail or fax), no later than 5:00 pm, July 1, 2016 to:

Ms. Kris Markarian, P.E.
City Engineer
kmarkarian@lcf.ca.gov
Fax 818-790-8897

Any clarification to the RFP shall be made by an addendum. Copies of the addenda will be posted on the City’s website, and e-mailed to all known perspective Proposers. Each proposal shall include specific acknowledgment of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

2.0 PROJECT INFORMATION

2.1 City

The City of La Cañada Flintridge (City) is approximately 8.5 square miles in area and is bordered by the Angeles National Forest on the north, and the cities of Pasadena and Glendale on the east and south, and the unincorporated portion of the County of Los Angeles on the west. The City is 13 miles northeast of the City of Los Angeles. The City was incorporated in 1976 and home to the Jet Propulsion Laboratory, the Descanso Gardens, and the Lanterman House.

The City has a population of 20,550 and is primarily a bedroom community comprising largely of owner-occupied single-family homes. The Foothill Boulevard Downtown Village offers a variety of small shops, restaurants, and services. Residents also have access to parks, a community center, a YMCA, a multiplex movie theater, public and private libraries, golf, tennis and riding clubs, and scenic hiking and equestrian trails.

2.2 Project

PROJECT LOCATION: The project is located within the boundaries of the City of La Cañada Flintridge (City). The Noise Barrier Sound Study Report (NBSSR) for the project, completed in January 2007, specifically defines 27 wall segment locations. Soundwalls are proposed on both the north and south sides of the Interstate 210 (I-210). Refer to the NBSSR for layout drawings of all soundwall segments. This Phase II of the project is for the design and construction of one specific segment, designated in NBSSR as Soundwall S307.

PHASE II PROJECT LIMITS: Soundwall S307 will span approximately 1,220 feet in length along eastbound I-210, on State right-of-way (ROW), situated west of the Alta Canyon Road overpass. See attached Soundwall Layout Sheet L-2, and Typical Cross Section Sheet X-3 (**Attachment 1**).

PROJECT PURPOSE: The purpose of this project is to reduce exposure to traffic noise for the residents of the City of La Cañada Flintridge. Soundwall S307 was selected based on total number of benefitted receptors, constructability and available budget.

PROJECT BACKGROUND: Over 40 years ago, the I-210 was built through the City of La Cañada Flintridge without any soundwalls. Noise levels have increased steadily through the years, particularly when the I-210 eastward extension was constructed. Now, traffic noise levels are well above the Caltrans Noise Abatement Criteria, requiring consideration of noise abatement measures, such as soundwalls. As a result, the City conducted its own traffic Noise Study in 2005 and prepared the NBSSR, which was approved by Caltrans in January 2007. The NBSSR identified 27 soundwall segments that would provide traffic noise abatement throughout the City limits along the I-210. Of these, only 23 segments are eligible for funding under the Metro Soundwall Implementation Policy. Due to the limited funding availability, the wall segments will be designed and constructed in phases as follows:

Phase I: Constructed three segments in 2015: #310, #S338 (Portion 1) and #S341;

Phase II: Design and Construct one segment: #S307;

Future Phases: Design and Construct the remaining 20 (Metro funding eligible) wall segments based on funding availability.

PROJECT FUNDING: The overall budget for the design, environmental, ROW and construction of Phase II of the Soundwall Project is comprised of \$1.8 million in Measure R funds, including all soft costs. This RFP calls for the design of one Metro-eligible soundwall segment (S307). The Regional Measure R Funds are administered by Metro.

Under the Regional Measure R Funds, the Arroyo Verdugo cities of Burbank, Glendale, La Cañada Flintridge, and the unincorporated portion of Los Angeles County were designated to receive \$170 million over the 30-year life of the Measure for "Highway Operational Improvements." This translates to the City of La Cañada Flintridge receiving \$10.087 million over the life of the Measure.

The budget for Phase I of the project comprised of \$4.588 million of Measure R funding. The remaining \$3.699 million in Measure R funds shall be allocated to

the City post-2020, to be used for future phases of soundwall construction.

The City and Metro are currently executing a Letter of Agreement for the Measure R funds for pre-construction (design, right-of-way acquisition, etc.) only. Metro will enter into an agreement for construction purposes when 70% or more of the design is complete. Metro will only enter into a three-year construction agreement for these funds, whereby construction must be completed.

Furthermore, the City and Caltrans are currently finalizing a Cooperative Agreement for design and construction oversight of the project by Caltrans, given that the soundwall is located on State-owned property. The agreement will authorize the City to perform work within the State Highway System (SHS) right of way, and outline the terms and conditions of cooperation between both agencies to construct soundwall segment S307 along the I-210 boundary. Caltrans will maintain the improvements upon project completion.

PROJECT SCHEDULE: Anticipated Milestones: The proposed implementation schedule for this project will be as follows:

- | | |
|---|----------------|
| • City Execute Caltrans Cooperative Agreement | September 2016 |
| • Complete Environmental and PS&E Bid Package | September 2017 |
| • Caltrans PS&E Review and Approval | November 2017 |
| • Bid & Award by | February 2018 |
| • Begin Construction | April 2018 |

3.0 SCOPE OF WORK

3.1 General

The City of La Cañada Flintridge is seeking qualified professionals to provide professional services for the preparation of the supplemental environmental report and the construction plans, specifications and estimates (PS&E); as well as Construction Support for the I-210 Soundwall Improvements Project, Phase II.

The general scope of services for Phase II consists of, but is not limited to the following key components:

- Supplemental NBSSR and environmental revalidation;
- Geological and geotechnical investigation of subsurface areas and Initial Site Assessment (ISA);
- Aerial and field engineering survey;
- Right-of-way engineering;
- Preparation of final construction plans, specifications and cost estimates;
- Project coordination, including meetings and workshops with City staff, soundwall subcommittee, City Council, residents, Caltrans; public relations and outreach; and

- Program Administration.

It shall be the responsibility of each prospective proposer to perform all the necessary research and review of pertinent documents for the submission of a responsive proposal to this RFP.

This project includes the design of designated soundwall segment S307 located at the top of the freeway cut section along eastbound I-210, spanning west of Alta Canyada Road. The metric station of the portion of soundwall S307 is from 305+68.38 to 309+06.32 as delineated in the January 2007 NBSSR, correlating to 372 meters (1,220 feet) in length. The wall would be 4.3 meters (14 feet) tall throughout, and would be constructed on top of pile cap footing supported by CIDH piles. Soundwall S307 was selected based mainly on the following: (1) It is funded by Metro Measure R, through the appropriation process; (2) estimated design and construction cost fits within the allocated and available funding; and (3) it would not need Caltrans Structural Department reviews because it is not located on a bridge nor acting as a retaining wall.

The soundwall shall be designed per the latest Caltrans Standard Plans. The wall, as identified in the 2007 NBSSR, shall be of colored split face and scored split face masonry block with decorative block pattern. The masonry block wall may be located beyond or within the Clear Recovery Zone if constructed on its safety shape barrier configuration. This type of wall does not require to be constructed behind a Safety Barrier. Under a Cooperative Agreement with the City, Caltrans will provide design and construction oversight support including, but not limited to, Independent Quality Assurance.

3.2 Key Work Components

The key components of the scope of work are outlined below in Tasks 1 thru 5.

Task 1 – Project Management and Coordination

T1.1 Coordination and Meetings

The Proposer shall take the lead in coordinating all project activities, including coordination with other agencies, deliverables, submissions, permits, and similar coordination efforts consistent with the scope of work. **The Proposer shall budget to attend or conduct 24 meetings throughout the duration of the project.**

- The Proposer shall attend the project kick-off meeting with Caltrans, Metro and City staff. The Consultant shall present the Work Plan and Schedule, request information, and conduct other similar activities. The Proposer shall prepare and distribute kick-off meeting minutes.

- The Proposer shall schedule, attend, and conduct monthly Project Development Team (PDT) meetings, or more frequently if required, throughout the duration of the project. The Proposer shall prepare and distribute PDT meeting minutes to all PDT members.
- Additional meetings may include: City Council meetings; meeting with Caltrans Staff on an as needed basis; utility companies; and any other to coordinate and execute the scope of work.
- The Proposer shall prepare all attendance records, meeting agendas and minutes execute the scope of work.

T1.2 Public Relations and Outreach

Public relations and outreach shall include, but not be limited to, the following tasks:

- Establish and maintain communication with the adjacent property owners/residents to address concern and finalize offsite design, construction, operation, and maintenance to facilitate the final design of the project.
- Prepare notices and participate in the public workshops.
- Attend neighborhood meetings as required.
- Attend City Council meetings as required.

T1.3 Quality Assurance and Quality Control

The Proposer shall have a Quality Assurance and Quality Control Plan in effect for the duration of the scope of services. The plan shall be prepared to meet the QA/QC requirements set by Caltrans. The plan shall be reviewed and approved by both the City and Caltrans. The plan will establish a process whereby all deliverables are checked prior to any formal submission and all job-related correspondence and memoranda are appropriately filed. An appointed Quality Assurance Officer will monitor and review project activities and deliverable schedules.

T1.4 Project Schedule

The Proposer shall prepare a base and monthly updated project schedule with tasks and milestones represented in Microsoft Project or equivalent format. The Proposer shall break down the schedule by logical tasks consistent with the scope of work and with enough detail to track project progress. Both a baseline schedule and tracking updates are required. The schedule must reflect realistic estimates of review periods by other agencies for tasks, such as reports, plans, permits, and coordination.

T1.5 Administration

- The Proposer shall establish and apply internal accounting methods and procedures acceptable to the City and Caltrans for documenting and monitoring contract costs. The Proposer shall submit a consolidated monthly invoice in a format acceptable to the City and broken down in a manner consistent with the Work Plan and Tasks (see below). The Proposer shall include with the monthly invoice a progress report that reflects the work completed within the invoice period.
- The Proposer shall provide the City with copies of written correspondence between the third parties pertaining specifically to the Project.
- The Proposer shall maintain project files in accordance with its Work Plan.

T1.6 Work Plan

The Proposer shall prepare a Work Plan that includes a list of deliverables, milestone submittal schedule, summary of organization responsibilities and contacts, specific scope of work, task budgets, reporting and invoicing procedures, quality assurance plan, and project filing system. The Work Plan shall be submitted to the City immediately following project's Kick-Off meeting, and prior to the first invoice.

T1.7 Program Administration (During All Project Phases)

The Proposer shall coordinate directly with Caltrans and Metro staff to timely prepare and submit on City's behalf all reporting documents (e.g. project scope, cost, schedule, reimbursement requests, exhibits) required per Cooperative Agreement with Caltrans and the MOU with Metro.

Task 2 – Amendment of Noise Barrier Scope Summary Report (NBSSR)

T2.1 NBSSR Amendment & Environmental Revalidation

The NBSSR was completed in January 2007. There is no preliminary engineering design other than what is shown in the NBSSR. In essence, all the information needed to ascertain the level of effort to design the soundwalls on this project is included in the NBSSR.

The NBSSR includes the following:

1. Environmental Clearance's (EC's) for National Environmental Policy Act of 1969 (NEPA) and California Environmental Quality Act (CEQA) including the bio study and the Storm Water Data Report.
2. The preliminary geotechnical recommendations and the Initial Site Assessment (ISA).

3. Survey and topography mapping. This data will need to be redone since the original NBSSR was done in Metric units and Caltrans has now changed to English units.
4. Right-of-Way data sheets. The data should be updated and be able to convey what right-of-way needs are required for this project.
5. Aerial photos of the wall locations.

The Proposer is responsible to amend the previously approved NBSSR and obtain CALTRANS' approval of the NBSSR Amendment to validate the 2007 NBSSR for the design and construction of soundwall S307, identified above. The NBSSR Amendment shall provide a summary of the previously approved and still valid portions of the NBSSR and provide updated information for the sections that are not. The Proposer shall provide an update of the NBSSR Cost Estimate for the the wall. There are sections of the NBSSR that require an amendment or update including the following:

- Environmental Engineering (Technical Studies, and Permits)
- Photogrammetry and Engineering Design Survey & ROW Mapping
- Traffic Data and Transportation Management Plan
- Geotechnical & Aerially Deposited Lead Study

T2.2 Environmental Engineering (Technical Studies, and Permits)

City is the CEQA lead agency and Caltrans is the responsible agency. The City will determine the type of the environmental documentation required and the consultant will prepare such document per CALTRANS' Standard Environmental Reference available at www.dot.ca.gov/ser. CALTRANS is the NEPA lead agency and will assume responsibility for NEPA compliance and prepare any needed NEPA environmental documentation. The environmental clearance of the I-210 Soundwall Improvements Project was completed in January 2007 as part of the NBSSR Report. The Environmental engineering shall include, but not be limited to, the following tasks:

- Review and update the environmental documents and technical studies.
- Review and update the biology study.
- Review and update the storm water Best Management Practices (BMPs) and the storm water data report.
- Apply and obtain all necessary encroachment permits from CALTRANS for all the field surveying within the State ROW.

The Proposer shall prepare a site-specific ADL sampling and reporting as required by CALTRANS Hazardous Waste Division in addition to the ADL sampling already performed for the 2007 NBSSR. This task shall include the following:

- Prepare, submit, and obtain CALTRANS' approval a work plan for the ADL investigation, sampling, and reporting.
- Submit and obtain a CALTRANS encroachment permit for the ADL sampling.
- Perform the field work per approved work plan.
- Perform lab testing, and
- Prepare an ADL report with findings and recommendations for excavated footing spoils including the ADL requirements for construction.

The Consultant is responsible to coordinate, review, prepare, obtain, implement, renew, and/or amend all Project Approval, Environmental Documents, Permits including, but not-limited-to, the NPDES/RWQCB, State Water Discharge Requirements, and Air Quality.

T2.3 Photogrammetry and Engineering Design Survey & ROW Mapping

Existing aerial and topographic surveys are available but will more than likely need to be updated as they are several years old. However, this data will need to be redone since the original NBSSR was done in Metric units and Caltrans has now changed to English units according to the latest Caltrans Survey Manuals. The Photogrammetry and engineering design surveying shall include, but not be limited to, the following tasks:

- Coordinate with design team, CALTRANS, and Los Angeles County Department of Public Works to obtain all survey data.
- Provide aerial mapping services for the development of topographic base maps for: the design plans for the construction of the soundwalls.
- Provide field survey of street centerlines and right-of-ways for the design, vertical and horizontal control of the soundwall construction from record information and survey monuments approved by CALTRANS.
- Provide field survey of private properties for the design, vertical and horizontal control of the soundwall construction.
- Prepare topography survey exhibits including survey benchmarks and datums for future construction staking.
- Provide field survey for the acquisition of any necessary access easements.
- Provide spot elevations as necessary to determine and avoid utility conflicts, tree root damage, and other existing improvements.
- Right of Way data sheets. The information should identify what right-of-way needs are required for this project and estimated acquisition costs.
- Apply and obtain all necessary encroachment permits from CALTRANS for all field surveying within the State ROW.
-

T2.4 Traffic Data and Transportation Management Plan

Proposer shall provide an update of the traffic data and Transportation Management Data Sheet presented in the NBSSR.

Task 3 – Right-of-Way Engineering and Acquisition

It is anticipated that eight (8) temporary construction easements (TCE) will be required for Soundwall S307.

Right-of-way engineering and acquisition shall include, but not be limited to, the following tasks:

- Survey and prepare, by a land surveyor licensed in the State of California, three separate 8 ½" x 11" TCE acquisition exhibits including legal descriptions, plat maps, easement deeds, and other legal documents necessary for the acquisition of right-of-entries, temporary construction easements, and permanent soundwall easements. All right-of-way documents shall be granted by the property owner without any compensation if the right-of-entry and/or TCE is for the exclusive benefit of the affected property owner.
- Appraise and negotiate with the property owner on behalf of the City to compensate the acquisition of each TCE should the property owner require compensation. The Proposer shall consult and obtain City's approval prior to making any offer during the negotiation with the homeowner.
- Negotiate and obtain the non-exclusive perpetual access easements without any compensation to the property owners to facilitate the operation and maintenance of the soundwall that may need temporary access from private property for construction or permanent access for future maintenance from private property.
- Provide CALTRANS-approved verification of its arrangements for the protection, relocation, or removal of all conflicting facilities and that such work will be completed prior to construction contract award. The verification must include references to all required State Highway System encroachment permits.
- Provide right-of-way acquisition services to act as the certified right-of-way agent to acquire and complete the execution and recordation of the necessary easement documents. Consultant who prepares the ROW documents shall be a ROW certified on the latest Caltrans' approved list.
- Provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
- Obtain CALTRANS ROW Certification for each acquired TCE and complete any right-of-way conveyance prior to project provision completion and advertisement for construction.

Task 4 - PS&E Preparation and Approval

T4.1 PS&E (Offsite)

This task consists of all work necessary to complete the PS&E of the soundwall improvements project outside the CALTRANS right-of-way including any work within acquired easements. Design plans, specifications, and estimate (PS&E) for offsite work shall include, but not be limited to, the following tasks:

- Prepare topographic base maps of all soundwall segments.
- Research, identify, locate, and obtain all overhead and underground utility information from the affected utilities and plot them onto the final plans.
- Make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing facilities that conflict with the construction of the project or that violate CALTRANS' encroachment policy.
- Meet, confer, and conduct onsite field reconnaissance(s) with each property owner to assess any temporary impact on the site accessibility during construction or long term maintenance.
- Determine the scope of work required for each property to establish the locations and provide for the complete construction of the soundwalls.
- Develop a template for individual site maps of the proposed offsite construction work for obtaining the written approval of the property owner.
- Identify and specify (1) access to offsite (private property) work restrictions and (2) protection and/or restoration of existing private improvements, especially protected trees.
- Prepare draft and final drawings of each of the private property sites to be incorporated into the project plans.
- Prepare quantity takeoffs, draft and final bid schedule of each of the individual private property sites to be incorporated into the project specifications.
- Ensure project is designed in compliance with the CALTRANS regulations.
- Ensure that all design efforts are performed in accordance with METRO Agreement and other Grant Program to maintain reimbursement eligibility.
- Coordinate with the affected utilities for review and verification of the correctness of the utility information.
- Perform pothole exploration of all suspect utility information, especially in areas of major utility crossing with the proposed soundwalls to verify the location, depth, and/or clearance of existing utilities.
- Identify all potential conflicts between the soundwalls and existing trees that may result in the removal of any trees, particularly, protected trees. Determine design alternative(s) to reduce the removal of any trees.

- Coordinate with City staff, adjacent residents, utilities, CALTRANS, Metro, and other applicable regulatory agencies.
- Prepare draft and final plan and profile drawings (scale to be approved by CALTRANS) of the proposed soundwalls construction.
- Prepare draft and final project specifications including general, special, and technical provisions in accordance with the current Standard Specifications for CALTRANS latest edition and all Supplements. The specifications will detail all the contract administration and construction requirements for the project.
- Prepare quantity takeoffs, draft and final bid schedule of the construction work items to be performed.
- Prepare engineer's estimate of the construction work items to be performed.
- Prepare pertinent traffic control and/or detour plans; and provide traffic control requirements necessary to facilitate the construction of the project.
- Provide and prepare NPDES and SWPPP requirements.
- Determine the costs including any necessary permits for the project.

T4.2 PS&E (Onsite)

This task includes all work necessary to complete the PS&E of the soundwall improvements project within the CALTRANS right-of-way. Design plans, specifications, and estimate (PS&E) for onsite shall include, but not be limited to, the following tasks:

- Prepare topographic base maps of all soundwall segments.
- Research, identify, locate, and obtain all overhead and underground utility information from the affected utilities and plot them onto the final plans.
- Make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing facilities that conflict with the construction of the project or that violate CALTRANS' encroachment policy.
- Ensure project is designed in compliance with current CALTRANS codes and regulations.
- Ensure that all design efforts are performed in accordance with METRO Funding Agreement and other Grant Program to maintain reimbursement eligibility.
- Research all available records for location of existing underground utilities and septic systems.
- Perform pothole exploration of all suspect utility information, especially in areas of major utility crossing with the proposed soundwalls to verify the location, depth, and/or clearance of existing utilities.
- Identify all potential conflicts between the soundwalls and existing trees that may result in the removal of any trees, particularly, protected trees. Determine design alternative(s) to avoid the removal of any trees.
- Prepare engineer's estimate of the construction work items to be performed.

- Determine the costs including any necessary permits for the onsite work.
- Provide support during the bidding process by attending pre-bid meeting; responding to RFIs; and preparing any necessary addenda.

T4.3 PS&E Submittals (ALL PHASES)

The Proposer shall prepare 35%, 65%, 95%, and Final Plans, in accordance with Caltrans submittal requirements. Final Plans shall include, but not limited to, title; notes, soundwall layouts; typical cross sections; key map and line index, soundwall profiles, construction details; contour grading, summary of quantities; drainage plans, profiles, details, and quantities; structural and construction details, retaining walls (if required); utilities, stage construction and traffic handling; detour plans; construction area signs; design pollution prevention Best Management Practices (BMPs), treatment BMPs, and critical construction site BMPs; landscaping and irrigation; and any other required plans.

Bid quantities shall be identified for each plan sheet at the 65%, 95%, and Final Plan stages for review by Caltrans and City staff.

The Proposer shall compile specifications using the most current applicable Caltrans Standard Special Provisions (SSPs) to prepare required Draft Special Provisions for the Project. The Proposer shall utilize and incorporate the City's "boiler plate" documents, including the notice-to-bidders, proposal, bond forms, and agreement to be consistent with the CALTRANS Specifications or Special Provisions, and convert the engineers estimate into the Contractor's Bid Schedule.

The Proposer shall also prepare and submit required reports in accordance with current Caltrans requirements unless noted otherwise. Reports shall be prepared and submitted at the appropriate plan submittal, including but not limited to the reports listed below. Reports shall be submitted in Draft and Final format.

Reports, Plans, Specifications, and Estimate shall be in English units and must conform to Caltrans, City standards, regulations, policies, procedures, manuals, and practices. The Proposer shall provide clear, concise, and complete Plans. The Proposer shall include other details that are of benefit to and/or requested by the City or CALTRANS, such as details of private improvements to be constructed, reconstructed, or relocated, consisting of driveways, fences, gates, and mailboxes.

All drawings shall be prepared in MicroStation, AutoCad format or as specified by CALTRANS. The final drawings are to be considered to be the property of the City at all times and shall be submitted to the City in hard copy, along with electronic files, upon completion or as otherwise directed by the City.

Cross sections are considered necessary to properly and accurately design the improvements and to accurately establish the earthwork volumes and extent of

construction or reconstruction beyond the ROW lines onto private property, where and if necessary. Cross sections shall be prepared at a scale and frequency approved by the City and, where applicable, Caltrans. The cut and fill quantities shall be computer generated and shall be included with the cross sections. The cross sections shall be provided to the City at the same time as the final plans, which will both be made available in a separate document to potential bidders.

The City shall provide the Proposer with its boilerplate Specifications and Technical Provisions in Microsoft Word format, conforming to the latest Edition of the Caltrans Standard Specifications. The Consultant shall be responsible for compiling the latest version of Caltrans Standards Specifications and Plans (SSPs) and associated applicable Standards and Guidelines and Caltrans Ready-to-List (RTL), which is complete and ready for bidding purposes, and signed by a Civil Engineer registered in the state of California.

T4.4 Submittals to City, Caltrans, Agencies, and Utilities (ALL PHASES)

The Proposer shall submit one (1) set of full-size Plans and two (2) sets of half-size Plans of the design drawings with each submittal for checking by the City, along with the previous check prints. The design drawings should be as complete, accurate, and error-free as possible before plan checking is considered to reduce the number of plan checks required and related costs to Caltrans, the City, and Proposer.

The Proposer shall submit one (1) set of full-size Plans and two (2) sets of half-size Plans of cross sections along with each submittal of the design drawings for City plan checking. One (1) reproducible and three (3) sets of cross sections shall be submitted along with the final submittal of the design drawings.

The Proposer shall, at no additional cost to the City, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings that are discovered subsequent to the completion of the plan checking process.

The Proposer shall directly notify and submit Plans to the utilities for review of conflict.

Where applicable, upon completion of City reviews, and upon authorization by the City, the Proposer shall directly submit materials to Caltrans. For Plans, the Consultant shall first submit one (1) set of half-size "screencheck" Plans to Caltrans for review. Following this review, the Proposer shall submit thirty (30) sets of half-size Plans to Caltrans. For Special Provisions and Estimates, the Proposer shall submit the required number of copies of each to Caltrans. For preliminary reports and the Environmental Documents, the Proposer shall submit the required number of copies by Caltrans. For other reports, the Proposer shall submit four (4) sets to Caltrans. For all deliverables submitted directly to Caltrans, the Proposer shall submit two (2) sets to the City at the same time.

The City shall receive a copy of all transmittals, submittals, and letters sent to utilities and agencies regarding the Project.

The Proposer shall custom-edit CALTRANS Special Provisions for this project. A copy of an edited version of these special provisions shall be submitted to CALTRANS with each PS&E submittal.

The Proposer shall account for each PS&E (35%, 65%, 95%, & Final) submittals of thirty copies of the plans, two engineers' cost estimate, and three custom-edited CALTRANS special provisions showing strike-throughs and edits. The Proposer shall prepare, submit, address, and resubmit all required PS&E for CALTRANS' review, comments until obtaining final approval.

T4.5 Cost Estimate

The proposer shall calculate construction quantities using CALTRANS' pay item and submit an Engineer's Cost Estimate using CALTRANS' Basic Engineering Estimate System (BEES). These pay items shall be linked to the CALTRANS Standard Specifications, Special Provisions, and Standard Plans.

The Proposer shall compile and prepare the Cost Estimate based on all biddable construction items identified throughout the design package and consistent with Caltrans' Contract Cost Data Book bid items. The estimated quantities shall include, but not be limited to, itemizing all removals, relocations, water pollution control, storm drain, earthwork, survey monument wells, traffic control, project construction signs, removal, demolition, concrete structures, reinforcing steel, piling, etc. The estimated quantities shall be arranged in chronological order of construction or consistent with Caltrans' estimating procedures and shall contain all of the information needed to prepare the Engineer's Estimate of Costs. Contingencies shall be included at the appropriate percentage in accordance with Caltrans procedures.

The Consultant shall be required to periodically submit updated cost estimates in addition to the % Phases submittals.

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

T4.6 PS&E Storm Water Data Report (SWDR)

Proposer shall prepare, process and obtain CALTRANS' approval of the PS&E SWDR. This task shall include the preparation of the permanent storm water BMP required by CALTRANS for this project.

T4.7 Geology and Geotechnical Investigation and the ISA

A very limited soils investigation has been completed to facilitate the preliminary design plans. A new and complete geology and geotechnical investigation shall include, but not be limited to, the following tasks:

- Prepare and obtain CALTRANS' approval of a work plan for the geotechnical investigation.
- Apply and obtain encroachment permit from CALTRANS for geotechnical borings and sampling.
- Perform geologic and geotechnical investigation of the proposed soundwalls. Soils borings shall be provided at a minimum of depth intervals per CALTRANS approval.
- Provide recommendations as to the necessity and frequency of soils investigation during construction.
- Perform laboratory testing and geotechnical analyses of representative soils borings. The laboratory tests shall include, at a minimum, grain size analysis, in-situ density and moisture content, sand equivalency, maximum density/optimum moisture content, direct shear strength and R-value as required by CALTRANS in the work plan.
- Shoulder pavement replacement and pavement section shall be reviewed and approved by CALTRANS.
- Prepare soils report presenting findings, conclusions and recommendations. The report must be prepared according to CALTRANS Standards and must be approved by CALTRANS.
- Prepare Geotechnical Log of Test Boring sheets to provide a realistic expectation on what soil conditions to expect to avoid change orders during construction.

T4.8 Hydrology and Hydraulic Report

The Proposer shall prepare, submit and obtain CALTRANS' approval of a complete drainage analysis as deemed necessary for the project.

T4.9 Utility and As-Built Plan Research

The Proposer shall perform utility research utilizing the previous utility information from the 2007 NBSSR and update facility maps and as-built plans from the utility companies and agencies including CALTRANS for use in design.

Existing Utilities Research and Coordination

The Proposer shall update utility research performed during the Planning Phase for all utilities within the project limits. The Proposer shall prepare Utility Plan

sheets at a scale of 1"=40', depicting all known existing utility facilities from record research and field verification.

The Proposer shall coordinate with the utility companies regarding the Project related to modifications of their facilities. The Proposer shall determine special requirements for facilities including protection, relocation, ROW, easements, and construction.

Utility Potholing – The Proposer shall locate by potholing or other approved method all underground utilities to determine the elevations for clearance and to identify conflicts with the proposed improvements. The Proposer shall also perform research of existing utilities, reflect existing utilities on base mapping, and propose any necessary utility relocation on plans.

Utility Relocations - The Proposer shall provide the following:

- Coordinate all utility relocations.
- Provide Second Utility Notification Letters (Prepare to Relocate) and Third Utility Notification Letters (Notice to Relocate).
- If necessary, provide Fourth Utility Notification Letters (Notice to Relocate Immediately) and/or call utilities, as necessary, until a written response is received from the utility.

T4.10 Miscellaneous Plans

The Proposer shall prepare, submit, and obtain approval from CALTRANS of the following:

- Drainage Plans including design for permanent storm water treatment BMPs. Stating in the specifications that the construction contractor is responsible for preparing, implementing, submitting, and obtaining approval from CALTRANS on the temporary water pollution and erosion control for temporary BMPs during construction. The construction contractor is also responsible for preparing the SWPPP or WPCP and submitting and obtaining the NPDES permit.
- Utility Plans including type, size, location, depth, and respective agencies.
- Construction Staging and Traffic Handling Plans.
- Pavement Delineation & Sign Plan including design for temporary and permanent signing and stripping.
- Summary of Quantities separately for each soundwall Plans.

- Landscape Plans.
- Irrigation Plans.
- Lighting, Electrical, and Ramp Metering Plans.

T4.11 Deliverables

All documents, regardless of format, and all communications (oral, written, or electronic) that are produced or generated in the course of providing the professional engineering services for final design and construction support for the soundwall improvements shall be made available to and become the sole property of the City of La Cañada Flintridge. The bidder shall be responsible for producing, organizing, and maintaining these project documents in formats that are acceptable to the City. Acceptable formats shall be the latest version of Microstation, AutoCad, Microsoft Word and Excel. All electronic files shall be compatible with Caltrans' current software versions.

At a minimum, one operable electronic file and one pdf file each shall be produced for all documents. The following are in addition to the minimum requirements;

- Five (5) hard copies each of oversized map (larger than 11" x 17").
- One (1) mylar (22"x34") each and five (5) hard copies of final documents consisting of soils boring map, design plans, assessment boundary maps, and easement maps/plats.
- Five (5) hard copies of Draft and Final report documents consisting of soils report, project specifications, engineering cost estimates, and assessment engineer's report.

Note: The five (5) hard copies shall include one (1) unbound and four (4) bound copies.

All project documents shall be available for inspection by the City at all times and a complete set each of the project documents shall be cataloged, compiled and delivered to the City within thirty (30) days after the completion of the final design documents. In addition to the deliverable requirements above, there shall be one (1) complete set each of the project documents for the (1) Final Design effort and (2) Construction Support effort. Deliverables shall include, but not be limited to, the following documents:

- Environmental documents.
- Soils boring log and location map.
- Soils report with laboratory analysis and test results.

- Soils engineer findings, conclusions, and recommendations.
- Aerial photographs
- Survey records and field worksheets.
- Engineering calculations and backup data.
- Project plans, specifications, and costs estimates.
- 35% draft plans with outline of specifications.
- 65% draft plans and specifications.
- 95% draft PS&Es.
- Final PS&Es.
- Legal descriptions and plat maps.
- Easement documents.
- Attendance records, meeting agendas and minutes.
- Written and oral correspondences.
- Monthly progress schedules.
- Traffic control and detour plans.
- Catalog and index of all project documents.

T4.12 City Provided Services

The City will provide all relevant documents associated with the project at no cost to the Proposer. These documents include preliminary soils reports; survey and design information; preliminary plans and cost estimates; and other support documents including all related documents produced by Parsons as part of the NBSSR preparation effort.

Task 5 – Construction Administration (may be awarded separately at time of construction)

During Bid & Award and Construction

Provide construction support for the construction of the soundwalls. The bid and construction duration is estimated to be six (6) months. Construction support shall include, but not be limited to, the following tasks:

- Attend pre-construction meeting with City staff, design team, contractor, utilities, emergency services, and outside agencies.
- Attend bi-weekly progress meetings with City staff and contractor.
- Provide response to all design-related Requests for Information (RFIs) during the bidding process and construction process submitted by the bidders, contractor, or the City.
- Review design-related submittals and shop drawings.
- Review meeting agendas and meeting minutes.
- Respond to and resolve construction issues affecting the community.
- Review contractor’s SWPPP and traffic control plans.

- Review, update, and maintain monthly updates of as-built drawings.
- Assist in resolving contractor disputes.
- Assist to minimize and mitigate potential construction impacts to residents.
- Address where deemed applicable project punchlist.
- Prepare Record Drawings off of AS-Built plans after the project is complete.

4.0 CONTENTS OF TECHNICAL PROPOSAL

The Technical Proposal shall be submitted in accordance with Section 1 of this RFP. The content of the Technical Proposal shall be submitted in the order as specified below. Additional information may be submitted, but the proposal shall include, at a minimum, the following information listed below.

4.1 Project Team Identification

Identify the prime consultant's company legal name, street address, mailing address, telephone number, fax number, and e-mail address. Indicate whether the company is a corporation, joint venture, partnership or sole proprietorship. If incorporated, the state in which the company is incorporated and the date of incorporation. Provide a Disadvantaged Business Enterprise certification, if appropriate. List other business names used in the past. Provide the same information for all sub-consultants that will be part of the project team.

Proposer must include in his/her proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

4.2 Team Organization

Provide an organization chart identifying the Principal in Charge and the proposed key personnel from the consultant and sub-consultant project team that will be assigned to perform the work as outlined in Section 3.0 of this Request for Proposal. After the proposed key personnel have been accepted by the City, any substitution of these key personnel is subject to the written approval of the City. The City reserves the sole right to replace any of the proposed personnel at any time during the course of the contract.

4.3 Project Understanding and Approach

In the proposals, the Proposer should demonstrate their understanding of the City's requirements. As a minimum, provide a description of your firm's anticipated scope of work. Describe the basic approach for performing the various tasks associated with this project. Identify and briefly discuss key issues specific to this project and that are considered critical to ensuring that the project is completed on time and within specific budget. The proposals should be presented in a format that corresponds to, and references, the sections outlined in this RFP, and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed. Proposal should be straightforward and concise. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Submit at least two (2) similar projects that were performed by the proposed key personnel within the last ten years including the clients' contact information.

Proposals must include all proposed terms and conditions.

4.4 Statement of Proposal Qualifications & Standard Form 330

The City, in making selections of qualified firms, will carefully consider the proposer's past related experience. In order to assist us in our evaluation, please submit any information relative to your past experience in providing similar engineering services, especially to public agencies. Also, feel free to submit any additional information you consider proper and necessary to adequately describe your professional qualifications.

A Consultant must be legally qualified and professionally licensed in the State of California to practice the work for which proposals are requested and services offered at the time of its proposal. In order to verify skill and experience, the Proposer should provide:

- a. Company background/history and why Proposer is qualified to provide the services described in this RFP.
- b. Length of time Proposer has been providing services described in this RFP. Please provide a brief description.
- c. Description of service capabilities.
- d. Areas of expertise.
- e. Resumes for key staff to be responsible for performance of any contract resulting from this RFP. Include appropriate associated licenses and certifications.

Provide updated Standard Form (SF) 330 for all companies that comprise the proposed project team. SF 330 resumes should be submitted only for the project team personnel identified on the organizational chart. The SF 330 will be the primary basis for determining the qualifications of the companies and key staff.

4.5 Length of Proposal

The proposal, excluding SF 330s, attachments, and divider tabs shall not exceed 15 single-sided pages.

5.0 CONTENTS OF COST PROPOSAL

The Cost Proposal shall be submitted in accordance with Section 1.0 of this Request for Proposal. The Cost Proposal shall include a lump sum cost estimate for each task identified. Each task shall include a detail of the sub-tasks. Each sub-task shall include the hourly rate for the proposed personnel based on classification. The proposed hourly rate shall include all administrative, clerical, and support services, mileage, overhead and profit. The schedule of hourly rates shall remain in effect for the duration of the contract period and no adjustment will be allowed therefore. The Cost Proposal shall also include a separate line item listing the Not-To-Exceed costs of all anticipated expense items (reproducible) required for the RFP.

In addition to the overall cost breakdown for the overall Not-To-Exceed contract, please provide unit costs for the following tasks on an as-needed basis:

AS NEEDED TASKS	UNIT	UNIT COST
Provide additional soils borings including all laboratory testing and soils reports.	Each	
Prepare for and attend additional meetings (2 to 4 hour average duration).	Each	
Provide services for additional Temporary Construction Easement (TCE).	Each Site	

6.0 MODIFICATION AND/OR ENHANCEMENT OF PROPOSAL

If the City interest can be better served by the modification and/or enhancement of the RFP, the consultant shall describe in detail the proposed modifications and/or enhancements and the associated costs.

7.0 PROJECT SCHEDULE

The tentative schedule for the completion of the proposed scope of work is twelve (12) months. Any inability to meet the proposed schedule shall be disclosed and explained in the consultant's proposal to this RFP. The consultant shall address any scheduling issues including how any proposed modifications and/or enhancements will affect the proposed project schedule. A tentative schedule by phase and tasks to be completed must be submitted.

8.0 INSURANCE REQUIREMENTS

The selected consultant will be required to provide evidence of the following insurance coverage:

- Comprehensive general liability insurance (bodily injury and property damage), the limits of which shall not be less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate.
- Automobile bodily injury and property damage liability insurance, the limits of which shall not be less than one million dollars (\$1,000,000) combined single limit per occurrence.
- Workers' compensation and employer's liability insurance, the limits of which shall not be less than as prescribed by applicable law.
- Professional liability insurance, the limits of which shall not be less than one million dollars (\$1,000,000) each occurrence and annual aggregate.

The City of La Cañada Flintridge shall be added to the general liability insurance policy as an additional insured with a 30-day notice of cancellation.

9.0 SELECTION PROCESS AND CRITERIA

Selection will be based on the contents of the written proposal. The proposals will be evaluated and ranked by a committee of selected City staff and/or Soundwall Subcommittee members. A short list of the consultants will be established and interviewed. The City will enter into negotiation with the top ranked consultant.

In addition, the City may require a pre-award audit. The pre-award audit examines the consultant's accounting, estimating, administrative systems, proposed costs, financial condition and the proposed contract language.

If agreement cannot be reached between the top ranked consultant and the City, the negotiations will be terminated and the consultant so informed in writing. The second ranked consultant will then be invited to enter into the negotiation process and so on, until an agreement is reached.

9.1 Evaluation Criteria

CRITERIA		POSSIBLE POINTS
1	Project Manager <ul style="list-style-type: none"> ▪ Qualification and relevant experience ▪ Unique qualifications for the project ▪ First hand experience in the design of soundwalls of this type and size ▪ Familiarity with all stakeholder agency processes ▪ Time commitment to the project ▪ Client references 	20
2	Project Team <ul style="list-style-type: none"> ▪ Qualification and relevant experience ▪ Unique qualifications for the project ▪ First hand experience in the design of soundwalls ▪ Availability of key persons to be assigned to the contract ▪ Past work experience amongst team members ▪ Time commitment to the project 	20
3	Consultant Firm <ul style="list-style-type: none"> ▪ Demonstrated capability on similar recent projects ▪ First hand experience in the design/construction of soundwall ▪ Management and organization capabilities ▪ Client references 	10
4	Project Understanding and Approach <ul style="list-style-type: none"> ▪ Demonstrated knowledge of the project and identification of potential key issues ▪ Knowledge of state and local procedures ▪ Management plan for ensuring that the project is completed on time and within budget ▪ Ability to interface with City staff, design team, contractor, utilities, stakeholder agencies, and the community ▪ Quality, clarity and responsiveness of proposal 	25
5	Public Relations & Outreach <ul style="list-style-type: none"> ▪ Demonstrated ability to effectively communicate to the public ▪ Demonstrated ability to effectively resolve conflicts with the public 	15
6	Modifications and/or Enhancements to the RFP	10
TOTAL		100

The City may contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

Discussions may, at the City of La Cañada Flintridge's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing Proposers.

9.2 Oral Presentations/Interviews and Consultant Selection

Upon review and ranking of proposals, top three ranked candidates may be invited for an interview, to make a presentation to the City and answer questions about their proposal. Interview date will be scheduled for Monday, July 18, 2016 at Cityhall. Proposers are asked to make key team members available for this date, should interviews be deemed necessary. The purpose is twofold: to present the design concept and to clarify and resolve any outstanding questions about the proposal. Upon evaluation of the proposal and interview of the finalists or tentatively selected proposer, the City reserves the right to further negotiate the proposed work scope and/or method and amount of compensation.

10.0 CONTRACT AWARD

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth above. The City of La Cañada Flintridge will make an award in the best interests of the City of La Cañada Flintridge after all factors have been evaluated. Contract award will be based on a combination of factors that represent the best overall value for completing the work scope as determined by City, including: the written proposal criteria described above; results of background and reference checks; results from the interviews and presentation phase; and proposed compensation.

Contract award will be based on a combination of factors that represent the best overall value for completing the work scope as determined by City, including: the written proposal criteria described above; results of background and reference checks; results from the interviews and presentation phase; and proposed compensation.

A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless

an agreement is reached. If contract negotiations cannot be concluded successfully, the City of La Cañada Flintridge may negotiate a contract with the next highest scoring Proposer or withdraw the RFP.

11.0 STANDARD AGREEMENT

A sample contract agreement is included with this RFP for the Consultant's review. Consultants having any concerns or objections to the terms and requirements of the proposed agreement shall clearly identify the items of concern, the nature and reasons for their concern and recommend specific alternative language. Any proposed changes to the agreement should be included in the proposal. If no changes are included with the proposal, no changes or request for changes will be considered.

Any revisions or changes to the agreement submitted by the selected consultant shall not be made a part of this agreement unless or until approved by the City in its sole discretion. The consultant thereby agrees to be bound to the form of the agreement attached hereto subject only to changes and amendments agreed to by the City. The agreement provide herein is considered to be a "draft" document and the City reserves the right to modify the agreement as necessary during the negotiation process.

The contract agreement will include the scope of work and a Not-To-Exceed contract price based on the actual time and material spent by the selected consultant performing the scope of work. Under no circumstances will the consultant be allowed to exceed the authorized contract Not-To-Exceed amount without a prior written authorization from the City.

12.0 PROOF OF AUTHORITY

Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. The corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

13.0 FINANCIAL AND/OR RELATIONAL DISCLOSURE

Proposer shall provide, as an exhibit to its proposal, a statement indicating all past and present financial and/or professional affiliations with the City of La Cañada Flintridge, Parsons or any subsidiaries/affiliates of Parsons, or property owners adjacent to the project sites. If there are no affiliations, then proposer shall so state.

14.0 INFORMED PROPOSER

Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Proposers' own risk and they cannot secure relief on the plea of error.

15.0 AWARD AND PROPOSAL RETENTION

City reserves the right to retain all proposals for a period of 90 days for examination and comparison. City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

16.0 PROPOSAL RESULTS

It is not the policy of the City to provide proposal review results in response to telephone inquiries.

17.0 CANCELLATION OF SOLICITATION

The City of La Cañada Flintridge may cancel this solicitation at any time.

18.0 DISQUALIFICATION OF PROPOSER

If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

19.0 INDEPENDENT CONTRACTOR

Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City of La Cañada Flintridge. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent Contractors and not agents of City of La Cañada Flintridge.

20.0 COMPLIANCE WITH LAWS

All proposals shall comply with current federal, state, and other laws relative thereto.

21.0 WITHDRAWAL OF PROPOSAL

A Proposer may withdraw proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the City Project Manager to withdraw, in which event the proposal will be returned to the Proposer unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Inviting Bids/Requesting Proposals" will be considered.

22.0 LABOR LAWS

The successful proposer and the proposer's agents, employees, and subcontractors shall comply with all applicable provisions of the Labor Code and all federal, state, and local laws and regulations pertaining to hours of work; employee wages and other compensation; non-discrimination; and other conducts of work.

23.0 FIRM COMMITMENT OF AVAILABILITY OF SERVICE

Once a proposal is opened, the bidder is expected to maintain an availability of service as set forth in its proposal for a ninety (90) day period after the due date for receipt of proposals and that the proposed work will be performed at the "Not to Exceed" price in the proposal.

24.0 LIMITATIONS AND RESERVATIONS

All responses to this Request for Proposal shall become the sole property of the City of La Cañada Flintridge.

The City reserves the right to reject any or all bids and any item or items therein, and to waive any non-conformity of proposals with this RFP, whether of a technical or substantive nature, in the interest of the City.

25.0 RFP NOT CONTRACTUAL

This Request for Proposals does not commit the City to award a contract, or to pay any costs incurred in the preparation of the proposal.

26.0 FORMS TO BE INCLUDED

The bidder shall complete and submit with the proposal the following forms:

- Exhibit "A" – Identity Confirmation
- Exhibit "B" – Subcontractor Listing
- Exhibit "C" – Non-collusion Affidavit
- Exhibit "D" – Statement of Compliance
- Exhibit "E" – Professional Services Agreement

Exhibit "A"

IDENTITY CONFIRMATION

Prime Consultant's Name: _____

Office Address: _____

Mailing Address: _____

If an individual, so state _____

If a partnership, co-partnership or firm, so state, giving the names and addresses of individuals constituting the organization. List names and addresses of all partners below:

If a corporation, give the following information:

Name of President: _____

Name of Secretary: _____

Name of Treasurer: _____

Organized Under the Laws of the State of: _____

Name and Address of Local Representative: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Attach a certificate in form to confirm (i) the identity of the bidder of officer who signs above, (ii) the fact that he is the officer named, and (iii) his authority to bind the bidder.

Exhibit "B"

SUBCONTRACTOR LISTING

If the prime consultant intends to subcontract any part of the work, then all subconsultants are to be listed below including the name, address, approximate percentage of work, and a description of the work. If no subconsultants are to be used, write "NONE".

Name and Address of Subcontractor	Description of Work	% of Work

Exhibit "C"

NON-COLLUSION AFFIDAVIT

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

STATE OF CALIFORNIA _____)
COUNTY OF _____) ss

_____, being first duly sworn, deposes and
says that he is _____
(Sole owner, partner, president, secretary, etc.)

of _____,

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents there of, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: _____

Title: _____

Subscribed and sworn before me

this _____ day of _____

(Notary Seal)

Signature of Notary Public

Exhibit "D"

STATEMENT OF COMPLIANCE

_____ (hereinafter referred
(Company Name)
to as "bidder") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5 in matters relating to the development, implementation and maintenance of a nondiscrimination program. Bidder agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age (over forty).

I, _____ hereby swear that I am
(Name of Official)
duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification executed on _____
(Date)
in the County of _____ is made under the penalty of perjury under
(County)
the laws of the State of California.

(Signature)

(Title)

Exhibit "E"
AGREEMENT
FOR
PROFESSIONAL SERVICES
FOR
THE I-210 SOUNDWALL IMPROVEMENTS PROJECT, PHASE II

THIS AGREEMENT, made and entered into this ??? day of ??? 2016, by and between the City of La Cañada Flintridge, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "CITY" and ????, hereinafter referred to as "CONSULTANT."

R E C I T A L S

WHEREAS, CITY desires to contract for professional engineering services ; and

WHEREAS, CITY desires to contract for such services with a private consultant; and

WHEREAS, CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the proper experience and background to carry out the duties involved; and

WHEREAS, CITY wishes to retain CONSULTANT to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree as follows:

CITY contracts with CONSULTANT to perform the following services in accordance with the terms and conditions hereinafter set forth, as set forth in the CONSULTANT'S Proposal (Rate Schedule) dated ???, 2016. The CONSULTANT's Proposal (rate schedule) is attached hereto and incorporated herein as **Exhibit "A"**.

I PROFESSIONAL ENGINEERING SERVICES

CONSULTANT shall provide professional engineering services on an as-needed basis in accordance with the rate schedule as detailed in the CONSULTANT's Proposal dated ?????, 2016 (the "Scope of Work").

II OTHER MISCELLANEOUS SERVICES

CITY may, from time-to-time, have the need for other services not specifically listed in this Agreement for which CONSULTANT has the necessary experience and capabilities to provide. CITY may authorize, in writing, CONSULTANT to perform such selected services on an as-needed basis.

III FACILITIES AND RECORDS

CONSULTANT shall assemble and maintain such records as are customarily maintained by a CITY in carrying out the duties covered herein. Such records are, and at all times shall be, the sole property of the CITY.

IV COMPENSATION TO ENGINEER

The compensation to CONSULTANT for the Scope of Work shall be pursuant to the schedule of hourly rates, for a total Not-to-Exceed amount of ?????????????????? Dollars and No Cents (\$??????) unless prior written authorization is obtained from the CITY.

Other miscellaneous services referenced in Section II above shall be compensated based on time and materials pursuant to the schedule of hourly rates or as agreed upon by CITY and CONSULTANT. The schedule of hourly rates is attached hereto and incorporated herein as Exhibit "A". The hourly rates shall include all overheads and profits, including all markups. The established hourly rates shall remain the same for the duration of the contract or for one (1) year from the date of this Agreement, whichever shall occur first. The City may elect to make monthly progress payments based upon the percentage of work completed for each phase of the project.

V TERMINATION

- A. Without Cause. CITY may, without cause, terminate this Agreement at any time upon providing CONSULTANT with thirty (30) days prior written notice.
- B. With Cause. In the event CONSULTANT breaches this Agreement and CITY decides to terminate this Agreement by reason of such breach, CITY may do so upon fifteen (15) days prior written notice provided that CONSULTANT does not cure such default within said fifteen (15) day period. CITY's right to terminate this Agreement

by reason of breach under this Subsection B shall not limit CITY's right to terminate this Agreement without cause under Section V, Subsection A of this Agreement.

- C. Termination Without Cause; Compensation. In the event of CITY's termination of all or a portion of the Scope of Work to be done under this Agreement, without cause, under Section V, Subsection A, CONSULTANT shall be paid for the reasonable value of the services provided up to the time of such termination in an amount not to exceed the actual cost based on the CONSULTANT's schedule of hourly rates and the actual costs and expenses incurred up to the effective date of such termination. From and after CONSULTANT's receipt of notice of termination, CONSULTANT shall use all reasonable efforts to minimize costs and expenses, except to the extent CITY's notice requests that certain Scope of Work be continued.
- D. Termination With Cause; Remedies. If this Agreement is terminated under Section V, Subsection B by reason of CONSULTANT's failure to satisfactorily perform any element of the Scope of Work as required by this Agreement, CITY may provide for the completion of the services required of CONSULTANT by this Agreement as it deems appropriate; and CONSULTANT shall be liable for all expenses and costs in excess of those provided for in the Agreement and for any other damages that the CITY may sustain by reason of such failure to perform. CITY may withhold from any payment due CONSULTANT an amount sufficient to cover such expenses, costs, and damages and any such withholding shall not be deemed a waiver of the rights of CITY to any further amounts due from CONSULTANT pursuant to this Agreement. The remedies provided for in this Subsection D shall be in addition to, and not in lieu of, any other remedies available to CITY at law or in equity for CONSULTANT's failure to perform or any other breach of this Agreement.

VI GENERAL CONDITIONS

- A. CONSULTANT shall not provide services to any private client, during the term of this Agreement, for projects that are subject to the review or approval by the CITY, which are located within the corporate boundaries of CITY.
- B. CITY shall not be called upon to assume any liability for the direct payment of any salary, wage, or other compensation to any person employed by CONSULTANT performing services hereunder.
- C. All documents, including, but not limited to, plans and specifications prepared by CONSULTANT, are instruments of service only. They are not intended, nor represented to be, suitable for reuse on extensions of this project or any other project. Any reuse without specific permission by CONSULTANT shall be at the user's sole risk. CITY agrees to save, keep, and hold harmless CONSULTANT from all damages, costs, or expenses in law and equity including costs of suit and attorneys fees resulting from such reuse.
- D. CONSULTANT agrees to save, keep, hold harmless, defend and indemnify CITY, its officers, agents and employees from any and all damages, claims, liabilities, actions and costs (including reasonable attorneys fees) in law and equity, for personal injury and/or property damage arising out of, or in connection with, any negligent or intentional act or omission to act on the part of CONSULTANT or any of its officers, agents, employees or subcontractors pursuant to this Agreement.
- E. CONSULTANT shall maintain in force, at its own cost and expense, at all times during the performance of this Agreement (except as noted under Professional Liability Insurance), the following policy or policies of insurance:
 - 1. Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law.
 - 2. Comprehensive General Liability Insurance (bodily injury and property

damage), the limits of which shall not be less than two million dollars (\$2,000,000) combined single limit per occurrence and annual aggregate.

3. Automobile bodily injury and property damage liability insurance, the limits of which shall not be less than one million dollars (\$1,000,000) combined single limit per occurrence. Such insurance shall extend to owned, non-owned and hired automobiles used by CONSULTANT's employees, agents, or assigns in the performance of this contract.
4. Professional Liability Insurance covering negligent acts, errors, or omissions of CONSULTANT, the limits of which shall not be less than one million dollars (\$1,000,000) per occurrence and annual aggregate.

Each insurance policy required by this Agreement shall provide for thirty (30) days prior written notice of cancellation to the CITY.

Each insurance policy required by this Agreement, excepting policies for Workers' Compensation/Employer's Liability and Professional Liability, shall name the CITY, its officials, agents, and employees as additional insureds and be primary and in excess of any coverages carried by the CITY.

Prior to commencement of any work under this Agreement, CONSULTANT shall deliver to the CITY insurance certificates confirming the existence of the insurance required by this Agreement indicating policy expiration dates and including the applicable provisions referenced above.

- F. In providing for the performance of the tasks and services required by this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, or national origin.
 1. The CONSULTANT shall take affirmative actions to ensure that applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, and national origin.

2. Affirmative actions shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 3. These provisions shall be included in any subcontract for the services provided under this Agreement awarded by the CONSULTANT.
- G. No officer or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure with the CITY or for a period of one (1) year thereafter. The CONSULTANT hereby covenants that is has, at the time of the execution of this Agreement, no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement, nor shall it acquire any such interest at any time during the performance of such services. The CONSULTANT further covenants that during the performance of this Agreement, no person having any such interest, shall be employed by the CONSULTANT.

VII RESPONSIBLE INDIVIDUAL

The individual directly responsible for the performance of the duties as hereinabove set forth shall be ???????????????.

Upon mutual agreement of the CITY, CONSULTANT may substitute other individuals in the above capacities as responsible individual.

VIII IMPLEMENTATION

The CITY shall provide CONSULTANT with written notice reasonably in advance of the date at which these services are to be implemented if different than the date of the Agreement.

IX ATTORNEYS FEES

In the event of litigation between CITY and CONSULTANT arising out of the performance of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys fees in

addition to such other relief as may be granted.

X MISCELLANEOUS

- A. The titles used in this Agreement are for general reference only and are not a part of the Agreement.
- B. This Agreement shall be interpreted as though prepared by both parties.
- C. Any provision of this Agreement held to violate any law shall not invalidate the remainder of this Agreement.
- D. This Agreement shall be interpreted under the laws of the State of California.
- E. This Agreement may be amended only by a written Agreement executed by both parties.
- F. CONSULTANT is an independent contractor and not an employee of the CITY. Engineer shall not be eligible for any paid benefits for federal, social security, state workers' compensation, retirement, unemployment insurance, professional insurance, medical/dental, fringe benefits offered by CITY, or on account of work performed for the CITY.

XI NOTICE

Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be served by personal delivery or by certified mail addressed as to the following, unless and until different addresses may be furnished in writing by either party to the other, and such notice shall be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and shall be valid and sufficient service of notice for all purposes:

CITY OF LA CAÑADA FLINTRIDGE
Ms. Kris Markarian, P.E.
City Engineer
1327 Foothill Boulevard
La Cañada Flintridge, California 91011-2137

FIRM NAME
CONTACT
ADDRESS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers the day and year first above written in this Agreement.

CITY OF LA CAÑADA FLINTRIDGE

FIRM NAME

Mark R. Alexander
City Manager

SIGNATORY
TITLE

Tania Moreno
City Clerk

Approved:

Mark W. Steres
City Attorney