



**THE CITY OF VERNON
COMMUNITY SERVICES & WATER DEPARTMENT
SEEKS PROPOSALS FROM QUALIFIED CONSULTANTS
TO PREPARE A COMPLETE SET OF PLANS AND SPECIFICATIONS
FOR THE REHABILITATION AND WIDENING OF THE ATLANTIC
BLVD BRIDGE OVER THE LOS ANGELES RIVER**

Table of Contents

1.0	Introduction
2.0	Project Background
3.0	Selection Process, Criteria, and Schedule
4.0	Proposal Contents
5.0	Scope of Work
6.0	Compensation

1.0 Introduction

The City of Vernon (City) seeks proposals from qualified firms for the design of the Atlantic Blvd. Bridge over the Los Angeles River rehabilitation and widening. The Atlantic Blvd. Bridge in the City of Vernon will be inadequate for the projected traffic volume of vehicles and trucks. In addition, the bridge must be brought up to structural standards for the projected traffic loads and the accepted design requirements of Caltrans and the County of Los Angeles. The City of Vernon has received the E-76 under the Caltrans Highway Bridge Program (HBP) to proceed to the design of the rehabilitation and widening of this bridge to provide safe and efficient vehicular travel over the Los Angeles River. Federal Funds under Congressional appropriations and the HBP will fund the design. The City of Vernon intends to utilize future HBP Funds for the construction of the improvements. The City of Vernon has secured NEPA and CEQA clearance for the bridge rehabilitation and widening and has had a consultant complete a preliminary design.

A detailed scope of work is included in Section 5.0 of this RFP.

Five copies of the proposal should be submitted by 2:00 P. M. on February 10, 2009 to:

Samuel Kevin Wilson, P. E. Director of Community Services
City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058

A pre-proposal conference for this project will be held on January 22, 2009 at 9:00 am at the Vernon City Hall, 4305 Santa Fe Avenue, Vernon, CA. All questions should be in writing. Requests to review documents should be directed to Samuel Kevin Wilson, Director of Community Services (323) 583-8811, Ext. 245. Services provided under this agreement will be coordinated and overseen by the City of Vernon, Department of Community Services.

2.0 Background

2.1 City of Vernon

The City of Vernon is primarily an industrial City located approximately 5 miles southeast of downtown Los Angeles. The City has a small residential population, but is home to 1,200 businesses employing 55,000 people. The City was incorporated in 1905 and consists of approximately 5 square miles within a built out environment.

2.2 Purpose

The City requests written proposals from consultants to provide the design of the rehabilitation and widening of the Atlantic Blvd. Bridge over the Los Angeles River and provide detailed plans and specifications. The design shall satisfy all the requirements of the Federal Funding through the Highway Bridge Program and meet the design criteria of Caltrans, the County of Los Angeles Flood Control Department and the U. S. Army Corps of Engineers.

3.0 Selection Process, Criteria and Schedule

3.1 City of Vernon Selection procedures

The City will appoint a panel of technical representatives, to serve as the selection and recommendation panel for this professional service contract. The panel will evaluate the written proposals based on the selection criteria listed in Exhibit 2. The selection and recommendation panel will then interview short-listed consultants. The panel will enter into negotiations with the most qualified firm for services and fees. The City of Vernon professional service selections will be qualifications-based. The panel will make a recommendation to the City of Vernon City Council (City Council) as to the most qualified firm. The expected schedule for the selection process is attached as Exhibit 3.

3.2 Contract Format

The City maintains a standard form of agreement that requires specific insurance and indemnification. A copy of a standard form of agreement is attached as Exhibit 5. Firms shall identify any exceptions or conditions that would prevent their being able to enter into an agreement with Vernon. The form of contract will be on a time and materials basis with a maximum authorized amount. The selected consultant may be subject to pre-award and post-completion audits.

3.3 Funding Sources

Funding for this project is expected to come from Federal Funds through Congressional appropriations, the HBP and local funding sources.

4.0 Proposal Contents

4.1 Identification

Identify the prime consultant (name of firm, address, telephone and fax numbers). Please indicate whether the firm is a corporation, joint venture, partnership or sole proprietorship. Please provide the same information for all sub-consultants that will be participating in this project as part of the consulting team.

4.2 Team Organization

Provide an organization chart showing the relationship of all sub-consultants to the prime consultant and with each other. Provide the names and qualifications of key staff that will be assigned to perform the work. Provide detailed information about the role of key staff in the design.

4.3 Form 330

Please submit updated Standard Form 330 for all firms that are part of the proposed team. Resumes should be submitted only for the key people identified on the Organization Chart.

These forms will be the primary basis for determining the qualifications of the firms and key staff.

4.4 DBE Participation

Congress passed legislation in 1981 that required goals to be set for Disadvantaged Business Enterprises (DBE's) in all federally funded and partially federally funded contracts. The City's DBE goal is set at 3%. The DBE goal shall be accomplished using "Race Neutral" methods. It is the responsibility of the consultant to make a sufficient portion of the work available subcontractors and suppliers and to select those portions of the work or material needs so as to ensure meeting the established goals required in the contract. Consultants must indicate in the cost proposal the percent of participation expected to be attained. In the event of a prospective bidder's inability to meet the established goals, a Good Faith Effort must be made.

4.5 Project Understanding and Proposed Approach

Describe the basic approach for completing the scope of work for the project. In addition, briefly discuss issues, specific to this assignment, considered critical to on-time and on-budget performance of the work and how those issues will be managed.

4.6 Proposal Length

The proposal, excluding DBE Certifications, should not exceed 25 pages.

5.0 Scope of Work

5.1 Project Background

Federal Funds and City of Vernon Funds are funding the project. Therefore, the consultant selected for this project will be required to adhere to Caltrans procedures and design criteria.

5.2 Required Tasks

Selected consultant will be required to perform at minimum the following tasks:

- Review the environmental documents that were approved by the City of Vernon and Caltrans and incorporate any requirements in the design of the improvements. The environmental documents were prepared by a consultant and have been cleared through the CEQA and NEPA process.
- Determine the right of way required, develop the legal descriptions for the right of way, assist in the negotiation of the acquisition and costs and prepare the documents required by Caltrans for the acquisition of the right of way. The right of way involves private property and the easements necessary for the widening of the bridge from the County of Los Angeles and the U. S. Army Corps of Engineers.

- Investigate and determine all the utilities that are impacted by this project. Meet with all the utilities impacted and determine the location of all facilities. Field verify by potholing and excavation the location of the facilities. Coordinate with the utilities to secure the necessary agreements, including the costs, for execution by the City of Vernon to relocate interfering facilities. The existing power facilities shall be investigated thoroughly and the design must incorporate the relocation. The design shall incorporate the relocation of the facilities or accommodate the existing facilities. The Caltrans procedures for utility relocation shall be completed by the Consultant and the forms prepared for execution by the City of Vernon.
- Investigate in the field by boring and excavation the existing soil conditions. Investigate and evaluate the flood control conditions in the Los Angeles River through the controlling agencies. Investigate by excavation the existing bridge structure and condition. Incorporate all the conditions in the design of the bridge.
- Prepare a complete set of plans and specifications that will be used to construct the bridge rehabilitation and widening. The design shall be aesthetically pleasing and enhance the architecture of the existing bridge. The design shall comply with Caltrans design standards. **The consultant shall be responsible for securing the approval of the plans and specifications by Caltrans. In addition, the consultant shall be responsible for the approval of the plans and specifications by the Los Angeles County Flood Control District and the U. S. Army Corps of Engineers.** The plans and specifications shall be detailed and specific. The details of the plans shall be numerous, in depth and completely describe the construction required with ambiguity eliminated. The approaches to the bridge shall be designed for compatibility with the existing roadway, railroads and traffic signals. The railroad tracks on both sides of the bridge shall be accommodated and the design incorporate the requirements of the State of California Public Utilities Commission and the railroad. The traffic signals at District Blvd. and Atlantic Blvd. and at 3030 Atlantic Blvd. shall be modified to accommodate the bridge widening and the coordination with the railroad movements. The City of Vernon has completed, through a consultant, the preliminary design of the rehabilitation and widening. The plans and specifications shall incorporate the preliminary design. A "Type Selection Report" has also been completed and shall be included in the final design.
- Prepare a detailed cost estimate of the project bases upon the most current costs being bid at the time. Accuracy of this cost estimate is critical.
- Prepare a cost estimate for the assistance required to provide design interpretation during the construction of the bridge with designation of the personnel that will be responsible during this phase. Prepare a cost estimate for the completion of record drawings based upon the construction contractor's "redline" drawings.

5.3 General Requirements

Coordination with the City of Vernon and Regulatory Staff. A high degree of coordination with City of Vernon staff and regulatory agencies will be required. Cooperation

with the regulatory staff of Caltrans, Los Angeles County Flood Control District, U. S. Army Corps of Engineers, and State of California Public Utilities Commission is essential and compliance with all regulations shall be accomplished. Additional regulatory agencies may also be involved, the Consultant is charged with determining all such agencies and satisfying their requirements in the design.

The Consultant will provide a plan for management, coordination and control to ensure successful and timely completion of this project. The Consultant selected will prepare a detailed work plan, including schedule and cost breakdown for each task. The Consultant and the City of Vernon staff shall meet and review all required reports. Consultant will be responsible for preparing and keeping a record of meeting minutes. Consultant invoices shall be prepared to show cost against project milestones.

CADD. Vernon has adopted CADD drafting and file management standards based on AutoCAD software. Submittal of final plans in compatible electronic format is required.

The contents of the proposal and the Request for Proposal may become a contractual obligation. The consultant shall comply with all Federal, State and Local regulations governing any aspect of the project, including conflict of interest laws and regulations. The consultant is solely responsible for any costs incurred by responding to this Request for Proposal.

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. There is no obligation on the part of the City to award the contract to the lowest bidder and the City reserves the right to award the contract to the most qualified bidder submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interests of the City. The City shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

5.4 Caltrans and FHWA Requirements

The selected consultant must comply with all federal and state requirements including but not limited to the Caltrans Local Assistance Procedures Manual and the Caltrans Highway Bridge Program Regulations.

6.0 Compensation

The professional fees shall be submitted in a separate sealed envelope. The fees for the completed scope of work shall be on a cost plus fixed fee basis for all tasks of the work including incidental expenses. A fixed fee for meetings beyond that in the scope of work shall be provided. For the purpose of evaluation, the fixed fees shall be separated into major tasks.

For the purpose of evaluation and extra work, if any, the hourly rates by discipline, by task and incidental fees shall be provided. Extra work is only that work approved in writing by the City beyond the scope of the project. The scope of work includes, but is not limited to, all work tasks, plans revisions, regulatory agency requirements, and work necessary to correct errors and omissions.

LIST OF ATTACHMENTS

- Exhibit 1 - Location Map
- Exhibit 2 - Selection Criteria
- Exhibit 3 - Proposed Schedule
- Exhibit 4 - Work Performance List
- Exhibit 5 - Sample Agreement
- Exhibit 6 - NEPA, CEQA Documents, Preliminary Engineering Reports and Plans

LOCATION MAP

EXHIBIT 1

RFP for the Plans and Specifications for the Atlantic Boulevard Bridge Over the Los Angeles River
(See Attached)

SELECTION CRITERIA

EXHIBIT 2

RFP for the Plans and Specifications for the Atlantic Boulevard Bridge Over the Los Angeles River

Criteria	(a) Weight	(b) Score (0-10)	(a) X (b) Weighted Score
1. Project Manager			
• Qualifications & Relevant Experience	2.0		
• Unique Qualifications for the Project			
• Time Commitment for the Project			
2. Project Team	2.0		
• Qualifications & Relevant Individual Experience			
• Unique Qualifications of Key Members for the Project			
• Time Commitment of Key Members			
• Organization Chart			
3. Consultant Firm Capabilities	1.0		
• Demonstrated Capability on Similar Recent Project			
• Management and Organization Capabilities			
4. Project Understanding and Approach	4.0		
• Demonstrated Knowledge of the Work			
• Knowledge of State and Local Procedures			

- Management Plan for Timely Completion
- Ability and Willingness to Respond Timely To City of Vernon Requirements
- Ability to Interface with Other City of Vernon Consultants, Public Agencies, Private Owners

5. DBE

- Compliance with DBE Goals 1.0

TOTAL 10.0

PROPOSED SCHEDULE

EXHIBIT 3

RFP for the Plans and Specifications for the Atlantic Boulevard Bridge Over the Los Angeles River

<u>November 3, 2008</u>	City of Vernon City Council Approval to Seek Request for Proposals
<u>December 2008</u>	Request for Proposals issued to qualified firms
February 10, 2009	Request for Proposals due
February 2009	Interviews of short-listed firms. Interview panel to develop recommendation to award a consultant contract
<u>February 2009</u>	City Council meeting to award consultant contract

WORK PERFORMANCE

EXHIBIT 4

RFP for the Plans and Specifications for the Atlantic Boulevard Bridge Over the Los Angeles River

Name and Address	DBE (Type)	Approximate % of Contract	Work Performed
1.			
2.			

3.

4.

5.

6.

SAMPLE AGREEMENT

EXHIBIT 5

RFP for the Plans and Specifications for the Atlantic Boulevard Bridge Over the Los Angeles River

(See attached)

NEPA, CEQA Documents, Preliminary Engineering Reports and Plans **EXHIBIT 6**

RFP for the Plans and Specifications for the Atlantic Boulevard Bridge Over the Los Angeles River

(See attached)

EXHIBIT 1

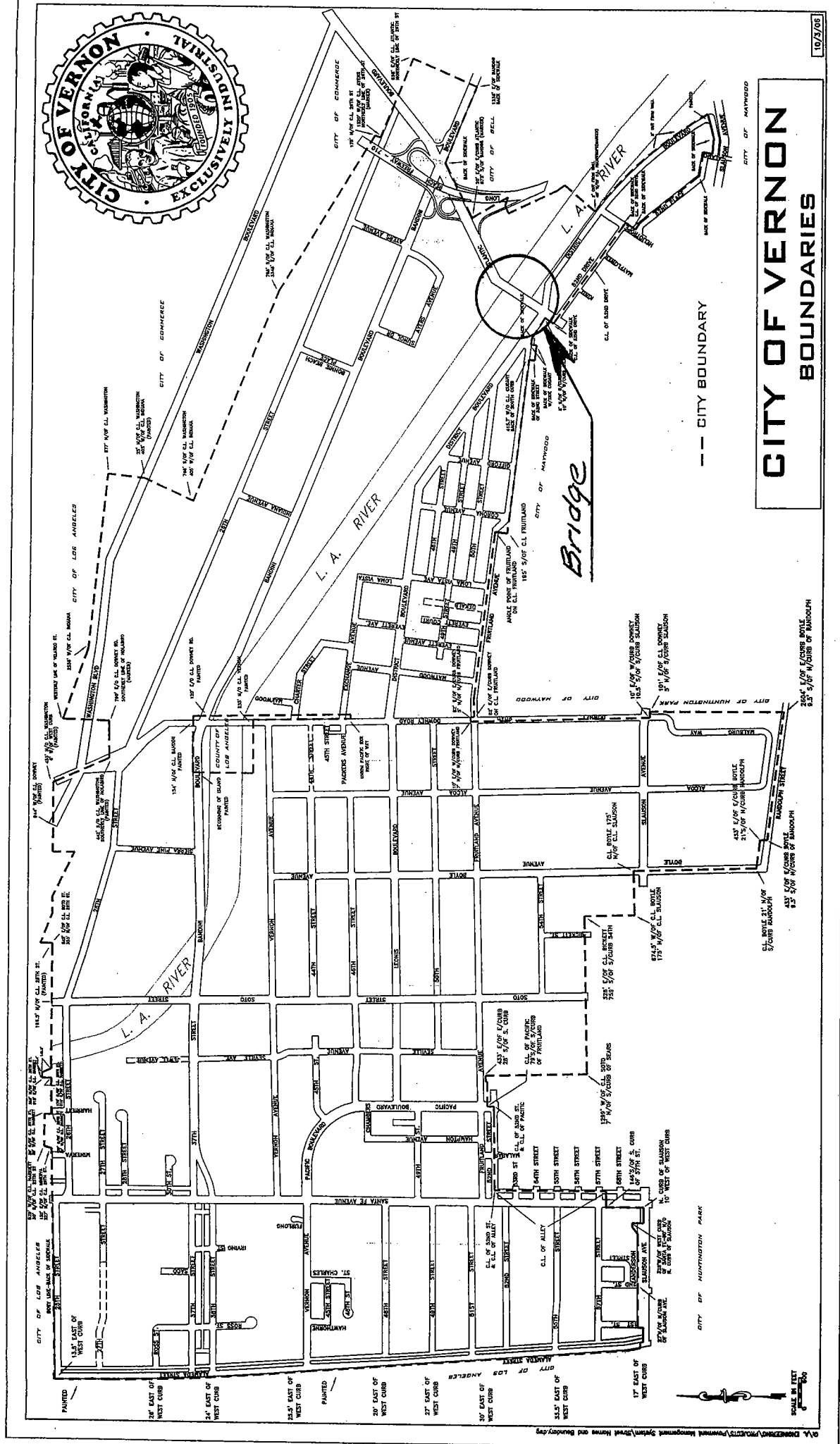


EXHIBIT 5

SAMPLE AGREEMENT

SERVICES AGREEMENT

This AGREEMENT ("Agreement") is made, entered into and executed in duplicate originals, either copy of which may be considered and used as the original hereof for all purposes, as of this ____ day of _____, 2009, in the City of Vernon, County of Los Angeles, California

BY AND BETWEEN

CITY OF VERNON, a municipal corporation,
hereinafter referred to as the "City"
4305 Santa Fe Avenue
Vernon, California 90058

AND

hereinafter referred to as the "Contractor"

RECITALS

WHEREAS, the City has determined to retain the services of an independent contractor to perform ***; and

WHEREAS, Contractor has prepared a proposal dated _____, 2009, for the Services relating to _____, a copy of which is attached hereto as Exhibit __ and incorporated by this reference (the "Proposal"); and

WHEREAS, Contractor represents that it is qualified and capable of furnishing the labor, materials and expertise necessary to perform the Services that the City requires, as set forth in this Agreement, and is willing to do so on the terms and conditions set forth below; and

WHEREAS, _____ have been bid, and Contractor's cost proposal is acceptable to the City; and

WHEREAS, the City desires to enter into an agreement with Contractor to provide the _____ services on a contract basis as defined in the terms and conditions set forth below.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1. TERM OF CONTRACT

- 1.01. This Agreement will become effective on _____, 2009, and will continue in effect for ***.

SECTION 2. DEFINITION OF TERMS

2.01. Whenever used in the Agreement, the following terms shall mean:

- A. "Agreement" shall mean that formally executed Services Agreement or Contract which includes the Contract Documents attached. The Agreement constitutes the entire Agreement between the parties relating to its subject matter.
- B. "City" shall mean the City of Vernon, California, the entity which has executed the Agreement and, where applicable, its affiliated companies, and its officers, directors, employees, representatives and agents.
- C. "Contractor" shall mean _____ and, where applicable, its affiliated companies, and its officers, directors, employees, representatives and agents.
- D. "Contract Documents" shall include any inquiry, invitation to bid, or proposal which may have, but not necessarily, preceded execution of the Agreement, and including the General Provisions and all exhibits and schedules attached to the Agreement and all plans and specifications identified in the Contract Documents.
- E. "Contract Price" shall mean the compensation set forth or provided for in Sections 4.01 and 4.02 of this Agreement. Whether it expressly provides for the reimbursement of costs incurred by Contractor or simply for the payment of a lump sum of money, it is intended to be the full and complete payment for satisfactory completion of the work and, unless otherwise stated, to cover all costs whether for materials, equipment, tools, labor, services and taxes and all overhead, rentals and profit or fee, if any.
- F. "General Provisions" or "General Conditions" shall mean the General Provisions as set forth in this Agreement.
- G. "Premises" shall mean the physical premises under City's control or ownership where Work hereunder is to be performed.
- H. "Proprietary Information" and "Confidential Information" shall mean all information, whether written or oral, which Contractor acquires from, through or on behalf of City, directly or indirectly, or which arises out of the Work, concerning the Work or proprietary processes involved in the Work including, without limitation, information concerning past, present or future business plans of City, information about the operations of City's Premises, and other City information or know-how obtained during the work, except information falling into any of the following categories:
 - 1. Information which, at the time of disclosure hereunder, is in the public domain;
 - 2. Information which, after disclosure hereunder, enters the public domain, except where such entry is the result of Contractor's, or any entity within Contractor's control, breach of this Agreement;
 - 3. Information which, prior to disclosure hereunder, was already in Contractor's

possession without limitation regarding disclosure to others; or

4. Information which, subsequent to disclosure hereunder, is obtained by Contractor from a third party who is lawfully in possession of such information and not subject to a contractual or fiduciary relationship to City with respect to said information and who does not require Contractor to agree to refrain from disclosing such information to others.
- I. "Subcontractor" shall mean any first or lower-tier subcontractor and its employees, representatives, agents, subcontractors or other personnel who have been approved in the manner required by this Agreement.
- J. "Work" or "Services" shall mean the services performed by Contractor as more specifically delineated in Section 3 below.

SECTION 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Specific Services

- 3.01. Contractor agrees to perform ***
- 3.02. Contractor shall be responsible for traffic control on the Work site when necessary and shall take all precautions to ensure the safety of pedestrians, vehicular traffic, and personnel.

Change of Services

- 3.03. City may at any time, by written change order executed by the City, make changes only to extend the work duration and total compensation of Contractor's Work. Changes in the scope of work, or duties and obligations, shall be authorized only by the City.
- 3.04. City may make changes by increasing, reducing or deviating from the requirements of the scope of Work. A form of Change Order is set forth in Exhibit _____ attached hereto and incorporated by reference.

Timing of Services

- 3.05. Contractor's Services shall commence upon the execution of this Agreement by both parties and shall end when Contractor has completed the Work described in Section 3.01 of this Agreement, unless this Agreement is otherwise terminated according to Section 6 of this Agreement.

Method of Performing Services

- 3.06. Contractor will determine the method, details, and means of performing the above-described Services.

Status of Contractor

- 3.07. Contractor enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Contractor agrees that it is not and will not become an employee,

partner, agent, or principal of City while this Agreement is in effect. Contractor agrees it is not entitled to the rights or benefits afforded to City's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at its own expense, disability, unemployment, and other insurance, worker's compensation, training, permits, and licenses for itself and for its employees and subcontractors. Contractor shall have complete and sole control over its employees, the details of the Services and methods by which the Services are accomplished, it being understood that City is interested only in the results to be obtained by Contractor.

- 3.10. Contractor has no authority to enter contracts or agreements on behalf of City. This Agreement does not create a partnership or joint venture between the parties.

Payment of Taxes

- 3.11. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by City to the Contractor for Services under this Agreement. Contractor agrees to indemnify City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision.
- 3.12. Payroll taxes including federal, state and local taxes shall not be withheld or paid by City on behalf of Contractor or for the employees of the Contractor. Contractor shall not be treated as an employee with respect to the Services performed hereunder for federal or state tax purposes. Contractor shall be responsible to pay taxes mandated by law.
- 3.13. Since Contractor is not an employee of City, Contractor is not eligible for and shall not participate in any employee benefit of City, including pension, health or other fringe benefits.

SECTION 4. COMPENSATION

- 4.01. In consideration for the Services to be performed by Contractor, described in Paragraph 3.01, City agrees to pay Contractor the amount of *** Dollars (\$***).

Entire Compensation

- 4.02. The Contract Price is full and complete compensation, and constitutes the entire compensation due Contractor for the Services and any and all of Contractor's obligations hereunder. The Contract Price includes without limitation compensation for applicable taxes, customs duties, fees, overheads, profit, travel time to and from the Premises and all other direct and indirect costs incurred or to be incurred by Contractor hereunder. The Contract Price set forth above is not subject to escalation for any reason, except as expressly provided for in this Agreement. No adjustments in compensation shall be made as a result of changes in the value of any currency. The Contract price shall only be adjusted by formal, written Change Order or amendment to this Agreement. If the City opts to extend the term of this Agreement, Contractor's rates, as listed in this Agreement, shall be increased or decreased by seventy-five percent (75%) of the Consumer Price Index (all Urban Consumers) for the Los Angeles-Riverside-Orange County area for the twelve (12) month period prior to the beginning of each extension.

Payment of Compensation

- 4.03. For Services rendered under Paragraph 3.01 of this Agreement, City agrees to pay Contractor the sum set forth in Paragraph 4.01 of this Agreement on completion of *** and within thirty (30) days of acceptance and approval of an invoice prepared in accordance with City requirements.
- 4.04. Contractor shall be responsible for paying any subcontractors used in the performance of this Agreement. Subcontractors shall not bill the City directly.

Expenses

- 4.05. City shall not be liable to Contractor for any expenses paid or incurred by Contractor. Expenses may only be billed if advance written approval has been obtained from the City Administrator.

Compensation for Changes

- 4.06. The compensation due Contractor, or the credit due City, for changes may not be established verbally, and shall be established by a written change order signed by City as described in Sections 3.04 and 3.05 of this Agreement. Compensation adjustments in each such change order shall be established by one or more of the following bases, as determined by City: (a) a lump sum price to be negotiated between the parties; or (b) Work unit rates to be negotiated between the parties. Once established, the amount of the compensation due Contractor or credit due City for a change shall not be subject to adjustment for any reason, including changes in the value of any currency.

SECTION 5. OBLIGATIONS OF THE PARTIES

- 5.01. Contractor is responsible for meeting all conditions of this Agreement and City Standards & Details for all Work performed. Substandard Work, as determined solely by the City, shall be redone at the expense of the Contractor.
- 5.02. Contractor is responsible for damage resulting from performing repair and clean up of the effected area.
- 5.03. Contractor will perform the services under this Agreement on City's Premises during regular business hours or as directed by City.

Tools, Materials, and Equipment

- 5.04. Contractor will supply all tools, materials, supplies and equipment required to perform the Services under this Agreement.

Liability Insurance

- 5.05. Contractor and its subcontractor(s), if any, shall, prior to commencement of any Work and for the duration of this Agreement, obtain and maintain at its own expense, those minimum levels of insurance coverage as set forth below. Prior to commencing Work hereunder, Contractor shall

provide the City with proof of insurance providing and maintaining the coverages and endorsements set forth below. Said proof of insurance shall also provide that said policy or policies shall not be canceled or materially reduced in coverage without giving at least thirty (30) days prior written notice to the City.

- 5.06. The insurance coverage as listed herein shall be properly endorsed to include those contractual obligations which may be identified further within this Agreement and shall be endorsed to provide City all the rights and privileges of an additional insured.
- 5.07. Contractor shall cause its insurers to issue, including but not limited to, Certificates of Insurance or, upon request, certified copies of the insurance policies evidencing that the coverages and policy endorsements required under this Agreement, are maintained in force.
- 5.08. Contractor shall ensure its subcontractor(s), if any, maintain those insurance requirements as specified in this Agreement and that the City is endorsed as additional insured(s) on all required Contractor insurance coverages. Contractor and its subcontractor(s), if any, shall maintain in effect the following minimum insurance coverages on an Occurrence Form Policy:
 1. Workers Compensation within the statutory limits, including occupational illness or disease coverage in accordance with the laws of the nation, state, territory, or province exercising jurisdiction over Contractor's employees. Workers Compensation and Employers Liability Insurance shall have a minimum limit of \$1,000,000 per occurrence. Contractor further agrees to hold harmless and indemnify City for any and all claims arising out of an injury, disability, or death of any of Contractor's employees or agents.
 2. Comprehensive General Liability Insurance, including, but not limited to, Contractual Liability, Products and Completed Operations Liability, Broad Form Property Damage and Bodily Injury Liability, and Explosion, Collapse and Underground Liability, with a minimum combined single limit of \$2,000,000 per occurrence.
 3. Comprehensive Automobile Insurance, including, but not limited to, all owned, non-owned or hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.
 4. Professional Liability Insurance with limits of \$2,000,000.

Representations

- 5.09. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City and its elected officials, officers, agents and employees from all claims, suits, actions, demands, damages, liabilities, expenses, judgments, settlements, and penalties, losses, fines, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and all costs of defense, arising out of or attributable to the negligent or wrongful acts of Contractor or its employees or agents under this Agreement, except to the extent arising from or caused by the sole negligence or willful misconduct of the City, its officers, agents or employees. The terms of this indemnity shall survive the termination of this Agreement. The obligations in this Paragraph are in addition to Contractor's duty to provide insurance and shall not be limited by any limitation on the amount or type of insurance coverage carried by Contractor.
- 5.10. Contractor and City represent that each has read and understands the Agreement and Contract

Documents. The Contractor represents it understands the City's regulations concerning Premises access, badges, parking, security, safety, fire, prohibited drugs and alcohol, and smoking and other rules, and that Contractor has visited Premises where the Work is to be done and is familiar with the local conditions under which it is to be done. Contractor also represents that it is experienced in performing and competent and qualified to perform the kind of tasks or assignments included in the Work and employs or has available for employment in sufficient numbers all unskilled, skilled, administrative, supervisory, professional and managerial or other personnel required to perform the Work as required by this Agreement.

- 5.11. Contractor represents that it has the qualifications and skills necessary to perform the Work under this Agreement in a competent, professional manner, without the advice or direction of City. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all the Services required under this Agreement constitutes a material breach of the Agreement.
- 5.12. Contractor declares and states that it has complied with and will continue to comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the Services to be performed under this Agreement.
- 5.13. Contractor agrees to indemnify, defend, and hold City free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties, attorney's fees and costs, that City may incur as a result of a breach by Contractor of any representation or provision contained in this Agreement or any negligent or intentional acts or omissions by Contractor, its subcontractors, agents, and employees.
- 5.14. Contractor's rights under this Agreement may not be assigned nor may its duties be delegated or subcontracted without the prior written consent of City. Any assignment or delegation or subcontract in violation of this Section shall, at City's sole discretion, be void. Consent by City shall not relieve Contractor of responsibility for performance of Contractor's obligations hereunder. City may assign all or any part of this Agreement at any time effective immediately upon written notification to Contractor.

Work Injury

- 5.15. The treatment and care of injuries sustained by Contractor's employees, subcontractors, agents, representatives or other personnel shall be and remain the responsibility of Contractor. City's first aid facilities, if any, however, will be made available to Contractor's employees in emergency cases which are the direct result of accidents occurring on the Premises. City shall incur no liability for, and Contractor hereby agrees to indemnify City against, any causes of action, claim, liability or costs, including attorney's fees, arising in whole or part out of the furnishing of such first aid or assistance to Contractor's employees, subcontractors, agents, representatives or other personnel, or out of the failure to furnish such facilities or assistance.

Records, Inspection and Audit

- 5.16. During the course of Work being performed, Contractor and any of its subcontractors, shall maintain and retain, not less than three (3) years after completion thereof, complete and accurate records of the Contractor's costs which are chargeable to the City under this Agreement. City or its designated, authorized representatives, shall have the right during this three (3) year period, upon written reasonable notice, to inspect and audit those records. Such records to be maintained and retained by the Contractor shall include: (a) payroll record accounting for the Contractor's

employees working full or part time on the Work; (b) invoices for purchases, receiving and issuing documents, and all the other unit-inventory records for the Contractor's stores, stock or capital items; (c) paid invoices and canceled checks for material purchased and for the subcontractor's and any other third parties' charges; and (d) any other documentation City deems necessary to support costs and charges under this Agreement.

Corporate Conduct

- 5.17. Contractor, its employees, agents or representatives shall not offer or give to an officer, official or employee of City, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under this Agreement or any other contract.

Standard of Care

- 5.18. Contractor agrees that all services provided will be conducted by the principal and competent staff members, if any, under the supervision of the principal, and that services will be performed and rendered diligently. Contractor represents that it has, or shall secure, at its own expense, all personnel required to perform Contractor's Services under this Agreement, but at all times shall be responsible for the Services of such personnel. Contractor may not employ any subcontractor without the prior written approval of the City.

Indemnity Process

- 5.19. The City shall notify Contractor in writing of any suits, claims or demands covered by any indemnity contained in this Agreement. Promptly after receipt of such notice, Contractor shall assume the defense of such claim with counsel reasonably satisfactory to City. If Contractor fails, within a reasonable time after receipt of such notice, to assume the defense with counsel reasonably satisfactory to City, or if, in the reasonable judgment of City, a direct or indirect conflict of interest exists between the parties with respect to the claim, or if in the sole judgment of City the assumption and conduct of the defense by Contractor would materially and adversely affect City in any manner or prejudice its ability to conduct a successful defense, then the City shall have the right to undertake the defense, compromise and settlement of such claim for the account and at the expense of Contractor. Notwithstanding the above, if the City in its sole discretion so elects, City may also participate in the defense of such actions by employing counsel at its expense, without waiving the Contractor's obligations to indemnify or defend. Contractor shall not settle or compromise any claim or consent to the entry of any judgment without the prior written consent of the City and without an unconditional release of all liability by each claimant or plaintiff to the City.

Treatment of Confidential and Proprietary Information

- 5.20. For ten (10) years after the effective date of this Agreement, Contractor shall refrain from using any Confidential or Proprietary Information except in connection with the Work or from disclosing it to any third party other than to employees of Contractor who require it in performance of the Work and except to such other third persons as City may authorize in writing. If disclosure to such an employee or to other third persons is so authorized, Contractor shall enter into with said party a confidentiality agreement containing provisions with respect to use and disclosure of Proprietary Information substantially the same as those contained in this Agreement.
- 5.21. Contractor shall take reasonable precautions to safeguard any documents containing Proprietary

Information which City may supply to Contractor hereunder. Contractor may copy, in whole or part, such documents to the extent necessary for the performance of the Work, and Contractor shall return to City upon the completion of the Work or request by City all such documents and copies.

Compliance with Authority

- 5.22. Contractor shall comply with all laws, regulations, executive orders and other applicable requirements of any governmental agencies having jurisdiction including the Fair Labor Standards Act, the Occupational Safety and Health Act and all those relating in any way to employment practices and protection of the environment. Contractor shall not discriminate against any employee or any applicant for employment for reasons of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of any person.
- 5.23. Contractor shall make timely payment of all employment taxes and of all social security and other contributions of every kind required to be made with respect to or measured by the wages and salaries of persons employed by Contractor.
- 5.24. Contractor shall indemnify City against, and hold City harmless from, any liability or loss including liability or loss from fines or penalties arising out of Contractor's failure to perform the obligations imposed upon it by Sections 5.24 and 5.25 of the Agreement.

Progress Reports

- 5.25. Contractor shall meet with City staff, upon City's request, or as needed, in order to provide reports or information concerning the Services being performed by Contractor under this Agreement.

SECTION 6. TERMINATION OF AGREEMENT

- 6.01. Unless otherwise terminated as provided in this Section, this Agreement will continue in effect until the completion of the _____, in keeping with full performance of the Services in accordance with Section 3.01 of this Agreement, unless otherwise extended according to the terms and conditions set forth in this Agreement.

Non-Default Termination

- 6.02. City, at its sole discretion, may terminate this Agreement upon thirty (30) days written Notice to Contractor and such termination shall be effective in the manner specified in such Notice and shall be without prejudice to any claim that either party may have against the other. During the thirty (30) day period after such notice is sent, the parties shall continue to act toward each other in good faith.
- 6.03. In the event of any such termination, in full and complete settlement for the termination of the Work, City shall pay Contractor for those Services performed prior to the date of delivery of the termination notice, plus compensation for (i) necessary Work performed during the notice period and authorized in the termination notice, and (ii) all costs reasonably and necessarily incurred by

Contractor directly attributable to termination which could not reasonably have been avoided and for which Contractor is not otherwise compensated that are incurred through the date of termination and effectuating the termination ("Termination Expenses"). Termination Expenses shall not include lost profits, lost opportunities, consequential damages, or the like. In no event shall total payment exceed the Contract Price.

Termination on Occurrence of Stated Events

- 6.04. This Agreement will terminate automatically on the occurrence of any of the following events:
- A. Bankruptcy or insolvency of either party; or
 - B. Sale of the Contractor; or
 - C. Assignment of this Agreement by Contractor without City's written consent.

Termination for Default

- 6.05. If Contractor defaults in the performance of this Agreement or materially breaches any of its provisions, City may terminate this Agreement by giving written notification to Contractor. Termination will take effect immediately on receipt of notice by the breaching party or three (3) days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:
- A. Contractor's failure to complete the Work specified in Paragraph 3.01 and 3.02 of this Agreement; or
 - B. Contractor's material breach of any representation or provision contained in Section Five (5) of this Agreement.
- 6.06. The waiver by either party of a breach or default by the other party shall not be deemed a waiver of any different or later breach; nor shall any delay or omission by either party to exercise any right it may have hereunder operate as a waiver of such a right. The failure of either party to this Agreement to exercise any of its rights under this Agreement does not constitute a breach thereof and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
- 6.07. In the event of any termination of this Agreement or reduction in the scope of the Work, Contractor shall not be entitled to damages for loss of profits for the unexecuted portion of the Work or any other damages because of such termination or reduction.

SECTION 7. GENERAL PROVISIONS

Notices

- 7.01. All notices, approvals, consents and other communications between the parties shall be in writing, and shall be sent by fax or by certified mail (return receipt requested) to the respective addresses set forth below, or at such other address as may be furnished by either party to the other in writing. Faxed notices, confirmed by copy thereof, shall be deemed communicated as of the day the facsimile was sent. Mailed notices will be deemed communicated as of the day of receipt or

the third (3rd) day after mailing, whichever occurs first.

Contractor:

Attn: ***

Fax: ***
Telephone: ***

City:

City of Vernon
Attn: Manuela Giron,
City Clerk
4305 Santa Fe Avenue
Vernon, CA 90058

Fax: 323-826-1438
Telephone: 323-583-8811 ext 260

Entire Agreement of the Parties

- 7.02. This Agreement supercedes any and all agreements, either oral or written, between the parties with respect to the rendering of Services by Contractor for City and contains all of the representations, covenants, and agreements between the parties with respect to the subject matter of this Agreement and the rendering of those Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement or a subsequent amendment or change order shall be valid or binding. No amendment or change in the provisions of this Agreement shall be made, except in a formal written amendment signed by Contractor and an authorized representative of the City, or in a written change order. Contractor expressly waives all claims for compensation based upon quantum merit, implied contract or oral contract. Each party represents and warrants that it has read and fully familiarized itself with this Agreement, and that such party has been fully authorized to sign this Agreement.
- 7.03. This Agreement shall be comprised of these included provisions, together with Exhibits A and B, which are all attached. In the event of conflict between this Agreement and any of the exhibits, including the Proposal, this Agreement shall prevail.

Partial Invalidity

- 7.04. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Law and Arbitration

- 7.05. All disputes arising out of or related to this Agreement, the conduct of either party in connection with this Agreement, and the relationship and rights of the parties in connection with this Agreement, whether characterized as breach of contract, tort, or otherwise (except for those requesting injunctive relief) shall be determined by binding arbitration in accordance with the terms of this Section. The submittal of all matters to arbitration in accordance with the terms of this Section is the sole and exclusive method, means and procedure to resolve any and all claims, disputes or disagreements arising under this Agreement, except for claims by either party which seek injunctive relief, which claims shall be resolved by suit filed in the Superior Court of Los

Angeles County, California, the decision of which court shall be subject to appeal pursuant to applicable law. The parties hereby irrevocably waive any and all rights to the contrary and shall at all times conduct themselves in accordance with the terms of this Section, relying on arbitration as the sole means of resolution of disputes. Arbitration of all matters required to be arbitrated hereunder shall take place before a panel of three retired judges of the Superior Court of the State of California (the "Arbitrators") under the auspices of Judicial Arbitration & Mediation Services, Inc. ("JAMS"). Such arbitration shall be initiated by the parties, or either of them, within ten (10) calendar days after either party sends notice of a demand to arbitrate (the "Arbitration Notice") to the other party and to JAMS. The Arbitration Notice shall contain a description of the subject matter of the arbitration, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought. Each party shall select a retired judge from the JAMS panel, and the two selected judges shall mutually agree on the third retired judge from the JAMS panel. If one of the parties does not select a retired judge from the JAMS panel within fourteen (14) calendar days after receipt of the Arbitration Notice, JAMS will select the second judge, and the judge selected by JAMS and the judge selected by the other party will select the third judge for the panel. The third judge is to be selected within ten (10) calendar days following the selection of the first two judges. The three judges will together serve as the Arbitrators. The arbitration shall be conducted in Los Angeles, California. Any party may be represented by counsel and/or other authorized representative. In rendering a decision(s), the Arbitrators shall determine the rights and obligations of the parties according to the substantive and procedural laws of the State of California and the terms of this Agreement. The decision of the Arbitrators shall be based on the evidence introduced at the hearing and accompanied by a written statement of decision as to each of the principal controverted issues. The agreement of two of the three Arbitrators as to the resolution of the dispute shall be a conclusive resolution. The Arbitrators shall deliver the written decision to the parties within thirty (30) calendar days following the date of the selection of the last of the Arbitrators. The decision shall be conclusive and binding, and it may thereafter be confirmed as a judgment by the Superior Court of the State of California, subject only to challenge on the grounds set forth in the California Code of Civil Procedure Section 1286.2. The validity and enforceability of the decision of the Arbitrators is to be determined exclusively by the California courts.

Attorney's Fees

- 7.06. In the event a dispute, claim or litigation arises regarding this Agreement, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and actual costs, which may be set by the arbitrators and/or court in the same action or in a separate action brought for that purpose, in addition to any other relief which is obtained.
- 7.07. Neither party shall be considered in default in any of its obligations under this Agreement when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of the party affected, including, but not restricted to, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, federal, state, or municipal action, statute, ordinance, or regulation, embargoes of the United States Government or any other government, which by exercise of due diligence such party could not reasonably have been expected to avoid and by exercise of due diligence has been unable to overcome. Either party rendered unable to fulfill any of its obligations under this Agreement by reason of an uncontrollable force shall give written notice within five (5) business days of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

- 7.08. The captions used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of the Agreement or any part thereof.
IN WITNESS WHEREOF, the parties have executed the Agreement on the dates shown below.

Executed at _____, California, on _____, 2007.

City:

City of Vernon

Leonis C. Malburg, Mayor

Date: _____

ATTEST:

Manuela Giron, City Clerk

APPROVED AS TO FORM:

Jeff Harrison, City Attorney

Consultant:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____