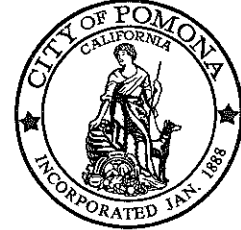


THE CITY OF POMONA

Finance Department
Purchasing Division

PAULA CHAMBERLAIN
Finance Director



September 3, 2009

To: Qualified and Interested Consultants

**SUBJECT: REQUEST FOR PROPOSALS TO PROVIDE A GIS NEEDS
ASSESSMENT FOR THE CITY'S UTILITY SERVICES DIVISION PER CITY
OF POMONA PURCHASING SPECIFICATION 1030.22.**

The City of Pomona is seeking qualified Geographic Information Systems (GIS) consulting services to provide a GIS Needs Assessment for the Utility Services Division.

Interested parties are requested to download the above specifications from our website: www.ci.pomona.ca.us; Menu: City Business, Current Bids & RFPs.

In order to be considered in the selection process, interested parties must submit one (1) original and eight (8) hard copies of their proposal and proposed fee. In addition, interested parties must include a CD containing the proposal and proposed fee in PDF format. **All proposals must be received by the Purchasing Division before the hour of 4:30 P.M. on September 24, 2009.** Late, facsimile, or e-mailed proposals will not be accepted. Proposals must be submitted in a **SEALED ENVELOPE or BOX** clearly marked with the words **"GIS Needs Assessment"** on the outside of the package.

Please mail proposals to:

US Mail: City of Pomona
Purchasing Division
P.O. Box 660
Pomona, CA 91769

Hand delivery, Fedex, UPS: City of Pomona
Purchasing Division
505 South Garey Ave.
Pomona, CA 91766

Proposals in the form of telegrams, telephone calls, facsimiles, e-mails or telex will not be accepted. Late bids will not be accepted. The City does not recognize the U.S. Postal Service, UPS, Fedex, or other carriers in determining the date and time the bid was received. The consultant shall carefully examine this RFP and any addenda

Inquiries

Questions pertaining to the Scope of Work in this RFP should be directed in writing to Melisa Caric Lee at: micaric@pbsj.com.

Questions pertaining to the proposal process should be directed to Kennie Nicomede, Purchasing Manager at (909) 620-2381

The Vendor shall carefully examine this RFP and any addenda that may be posted on the City's website. The Vendor shall seek clarification of any ambiguity, conflict, omission or other error in this RFP in writing. If the answer materially affects the RFP, the information will be incorporated into an addendum and distributed to all vendors via the City's website. All addenda will be numbered in sequence, dated as of the date of issue, and posted. It shall be the Consultant's responsibility to check the City's website to determine if any addenda have been posted prior to the proposal due date.

Status of proposals are posted on the City website within 1-2 days after opening. Website address: <http://www.ci.pomona.ca.us>; Click on City Business, Click on Current Bids and RFP's. No other letters or correspondence will be sent.

Sincerely,

A handwritten signature in black ink, appearing to read "Kennie Nicomede", written in a cursive style.

Kennie Nicomede
Purchasing Manager

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REQUEST FOR PROPOSAL GIS NEEDS ASSESSMENT

1. INTRODUCTION

The City of Pomona (City) is seeking qualified Geographic Information Systems (GIS) consulting services to provide a GIS Needs Assessment for the Water and Wastewater Operations Division. In order to be considered for selection, interested parties must submit one (1) original and eight (8) copies of their proposal and proposed fee. In addition, interested parties must include a CD containing the proposal and proposed fee in PDF format. The proposal shall be received by the City prior to **4:30 P.M. on September 24, 2009.**

2. PROJECT BACKGROUND

The City of Pomona's Public Works Department desires to plan for the future when office functions related to operating Pomona's water and wastewater services will become increasingly paperless. There have been efforts to achieve some earlier GIS goals and integrate GIS tools used by City staff. Data conversion for water and wastewater assets is nearing completion. There is also an existing ArcGIS Server application that allows staff to search, query, and map available data. Currently, the department does not have a utility GIS Coordinator on staff, the responsibilities are shared between the City's contract computer services provider and several other in-house staffers. Technical staff use GIS to perform basic mapping and database tasks. The purpose of this needs assessment is to research and document existing systems and work flows, and provide recommendations for the future of fully implementing GIS for the water and wastewater utility. Most importantly, the needs assessment should recognize what GIS goals the Water/Wastewater Operations Division can achieve in the next five years given a reasonable budget.

Some of the key items that the Division staff has identified as GIS priorities are:

- Database updates (mostly attribute population)
- Hardware/ software upgrades
- Hyperlink as-built drawings, photographs, and videos to GIS data
- Equip field crews with GIS using tablets
- Integrate GIS with other currently used business systems including GBA, Granite XP, Laserfiche, and the City's customer billing system

3. PROJECT DESCRIPTION

A City contractor will manage this project in cooperation with a steering committee comprised of staff from Water, Wastewater, and IT. The selected consultant will need to meet the following requirements:

- Project Kick-off Meeting
- Conduct Interviews
- Evaluate Existing Data, Activities, and Applications
- Present Findings
- Prepare Recommendations and Implementation Strategy

4. TIME OF PROJECT COMPLETION

The services requested within this RFP shall be completed within ninety (90) calendar days of receipt of City's Notice to Proceed. The proposal shall clearly indicate that the Consultant intends to commit sufficient qualified staff to meet the schedule.

5. SCOPE OF SERVICES

The Consultant shall stage the order of work in such a manner as to provide the following minimum deliverables:

Project Tasks

I. Project Kick-off Meeting

The Consultant will set up and conduct a kickoff meeting with the City to introduce project team members, formalize project communication, discuss project schedule, review scope of work, and request available data and documents from the City that are relevant to the Project.

The Consultant is responsible to schedule staff interviews, workshops, status meetings, and presentations. The City's project manager will assist to make sure the project stays on schedule and staff is available for information gathering.

II. Conduct Interviews

The Consultant will work with the City's project manager to develop and implement the project schedule and work plan. The Consultant will work with the City's project manager to identify the staff to be included in the interviews. The interviews can be performed individually or as a group, depending on the particular Division or Section. A formal questionnaire/survey form should be prepared and delivered to the City prior to the interviews.

These survey forms will be forwarded to the City's Project Manager at least two weeks prior to the on-site interviews. The City's Project Manager will distribute

the questionnaire to project participants.

The survey forms should be designed to collect information regarding (among other things) the following topics:

- Existing maps and database used to manage City operations
- Existing data processing resources and procedures (hardware, software and databases)
- Existing activities which use geographically referenced information
- Current problems and difficulties in performing activities or retaining information in support of activities
- Existing and anticipated applications
- Information sources and users

An understanding of the City's and Departments' organizational structure is important. The Consultant will need to learn who the department and division managers are, key staff, and GIS end users. The needs assessment report should explain each sections general work flow, map and data inventory, data sharing agreements, technical and organizational needs, and understanding of their priorities. At a minimum the following Divisions and Sections should be included in the needs assessment interviews: Water/Wastewater Division, Water Treatment, Water Production, Environmental Services, Distribution, Engineering and Business Services Division.

The interviews will supplement insights gathered from the responses to the survey forms. Perhaps more importantly, they create an opportunity for the project participants to clearly explain their needs. The interviews will be used to gather information including:

- Review existing GIS mapping and database products
- Existing operations and uses of geographic information
- Data flows to, from, and through departments
- Difficulties in meeting departmental mandates in a manual working environment.
- Levels of understanding of the technology among staff
- Potential GIS applications which may be needed
- Institutional opportunities and/or barriers that may exist.

Approximately 1-1/2 to 2 hours should be allocated for each interview.

III. Evaluate Data, Activities, and Applications

The Consultant will need to review the Division's existing GIS data and determine future needs. Data conversion for water and wastewater is expected to be complete in September 2009. The City would like the GIS database to be the

central data repository linked to other City databases. Following the completion of the GIS data conversion City staff needs to develop a process to maintain their data, implement a mobile data collection application, and integrate GIS with other City systems, such as a maintenance management system.

The Consultant will need to review the Division's existing operations and future needs. This includes the existing applications that access the GIS data such as: Granite XP, GBA, H₂O Map Water/Sewer, ArcGIS Server, and customer billing systems. Currently the Water Division uses GBA software for work order processing only. They would like to improve upon their process and better utilize their asset management system. The Wastewater Division does not have an existing electronic system for wastewater work management.

In addition, the Department needs to perform a comparison analysis of asset management systems. GBA software is capable of linking to a GIS database, storing maintenance activities, and mobilizing field crews. The Department would like a cost benefit analysis to determine if they have an efficient product, or if something else would fit them better.

The City has an existing ArcGIS Server application that serves internal staff in all departments. This application has recently been updated to a web format.

Division software and hardware should be inventoried, evaluated, and considered for future improvements. The Division would also like to outfit their field crews with tablet PC's for data collection and inspection purposes. Other hardware to consider in the study includes user workstations and servers. Server space has been an issue and will continue to be a problem as new GIS data and applications are created. The IT department is prepared to purchase and maintain a new server, but the Utility Services Division needs to confirm their needs so the server is sized properly and deployed in a timely manner.

IV. Present Findings

To put the entire project into perspective, and to be sure that no major issues remain unexamined; the Consultant should conduct a workshop following the interviews with the project participants. The purpose of the workshop is to:

- Provide an opportunity for input by all project participants and to gain a common understanding of developing an integrated GIS system. The workshop provides an avenue for staff and management to "buy in" to the technology.
- GIS system design is a process that requires a logical sequence of steps. A workshop setting encourages not only the identification of needs but also recognition of the nature of the process itself and enlightened understanding of the implication of decisions to be made.

- A group setting provides a forum in which opportunities can be discussed and prioritized without committing lengthy discussions to writing and then reviewing each alternative.

The Consultant should be ready to present their findings from the needs assessment process and begin explaining the implementation possibilities for the Division's GIS system.

V. Recommendations and Implementation Planning

The Consultant will develop a Recommendations and Implementation Plan to include all information gathered during the needs assessment and roadmap for the future. The document should address general requirements for staffing, training, estimated costs, proposed timeline, and an overview that outlines system design steps. The plan should recommend a phased approach in building a flexible GIS system. The final report should include:

- Description and assessment of needs among participants
- Existing manual data records
- Existing digital databases
- Existing maps
- Existing computer hardware and software
- Digital graphic data being maintained, addressing issues such as accuracy, coverage, timeliness, unique identifiers and other criteria needed to support GIS applications
- Matrices showing map, graphic and facilities records information use by participating departments with emphasis on portraying data sharing opportunities and reducing areas of duplicated efforts.

Following a period of review and comment by the project participants, the Consultant needs to incorporate any amendments or refinements into the report.

6. KEY PERSONNEL

Key personnel providing the consulting services shall have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the proposal. After the contract is signed, the proposer may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff in writing before a substitute person is assigned to the Project. The City reserves the rights to request that the proposer replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the Project.

7. GENERAL TERMS AND CONDITIONS

Attachment I contains a copy of the anticipated contract the selected Consultant will be required to sign for this Project. Each prospective consultant is expected to review the general terms and conditions and acknowledge their acceptance of Attachment I (or their objections to specific parts of Attachment I) as a mechanism to expedite the contract negotiation process.

8. INSURANCE REQUIREMENTS

The Consultant will be required to maintain in force at all times during the performance of their work the specific insurance requirements as are included in the City of Pomona Sample Agreement (Attachment I). Each prospective consultant is expected to review the general terms and conditions and acknowledge their acceptance of the insurance requirements included with the attached City of Pomona Sample Agreement (Attachment I), or their objections to specific parts of the attached City of Pomona Sample Agreement as a mechanism to expedite the contract negotiation process.

9. CONSULTANT SELECTION METHODOLOGY

Upon receipt of proposals, City's consultant selection executive committees will rank the responding consultants. The three most highly rated may be invited to participate in a pre-selection interview. The City reserves the right to waive the pre-selection interview and may negotiate final scope and fee with the selected most qualified consultant. Selection recommendations for award of contract are anticipated to be made in October 2009.

The proposals will be evaluated for several factors. These factors include presentation of the proposal, understanding of the project, qualification and experience of proposed personnel, and the firm's experience with similar projects, and fee, among others (see Attachment IV).

Any contract resulting from this RFP will be awarded to a firm whose proposal meets the technical requirements of the RFP. Negotiations regarding a fair and reasonable price will occur subsequent to final consultant selection. Should the City be unable to obtain a fair and reasonable price through negotiations with the highest ranked proposer, the City shall enter into negotiations with the next highest ranked proposer and may award that contract if the parties are able to arrive at a fair and reasonable price. If that is unattainable, the City shall enter into similar negotiations with the next highest ranked proposer in sequence. The City reserves the right to not award the Project to any of the firms with the highest ranked proposals or to any of the other respondents to this RFP, at the sole discretion of the City of Pomona.

10. CONTRACT TYPE, OVERHEAD RATE AND FEE

The Fee proposal for this project shall be on a fixed price basis.

Payment for Consultant's services will be monthly upon the submittal by Consultant of an invoice to the Director of Public Works. Payments will be authorized based on the time and material expended up to, but not beyond, the estimated percent complete for each individual task.

11. REQUIRED FORMAT FOR PROPOSAL SUBMITTAL

The proposal shall not exceed 25 pages in length, utilizing 8.5" x 11" pages with one-inch margins. One page is considered one side of a sheet (i.e., a sheet utilizing two-sided printing will count as two pages). Font size shall not be smaller than 11 point for text and a minimum of 8 point for graphics. For purposes of this requirement, cover bindings, dividers used to separate sections and **items provided to complete the requirements of sections 5 and 6, below, will not be included in the page count.**

Please submit your proposal in the format specified below:

Cover Letter

This should be a summary emphasizing the strong points of the project team and the firm's experience. It should be brief (two pages maximum, these pages will not count toward the 25 page maximum) and include the name, address, telephone number, title, and signature of the firm's contact person for this procurement. The signatory shall be a person with the official authority to bind the company. The cover letter shall state that the submittal is valid for 120 days, and shall contain an acknowledgment of receipt of all amendments and/or addenda to the RFP.

Table of Contents

Include table listing contents of proposal.

Section 1: Approach and Scope of Work

Provide your understanding of the project, approach, quality control, value engineering and scope of work.

Section 2: Project Team, Key Personnel and Resumes

Provide an organization chart showing the names and responsibilities of key personnel. This should also include how much time each person is expected to contribute to the project.

Identify sub consultants on your team whose costs are included in your fee (do not propose subconsultants without including their fees).

Provide detailed resumes (3 pages maximum each) of all key personnel identified in the organization chart. Resumes will not count toward the 25 page maximum.

Section 3: Relevant Experience and References

Provide three Public Agency references for similar projects that have been successfully designed and managed by the assembled team. Please include a brief summary of each project, the firm's role and responsibilities as they relate to this RFP, and the start and completion date of services. Provide a contact name and phone number for a reference that had direct contact with the consultant and can speak to the services provided by the team.

Section 4: Firm's Qualifications and Experience

Provide a summary of the firm's service capabilities, qualifications and experience as related to demonstrating its ability to perform this particular project.

Section 5: Project Schedule

Provide a time and task schedule indicating your ability to complete the project work within the specified timeframe.

Section 6: Required Attachments

1. A statement regarding your acceptance of conditions or any deviations you request of the City's Sample Contract, which is attached as Attachment I.
2. A statement regarding your acceptance of conditions or any deviations you request of the City's Insurance Requirements, which are included with the City's Sample Agreement, Attachment I.
3. A completed "Statement of Non-Collusion by Contractor(s)" form, which is attached as Attachment II.
4. A completed Minority Business Questionnaire attached as Attachment III.

NOTE: Upon award, acceptable economic disclosure forms (FPPC Form 700) will be required from the successful consultant's key personnel.

Section 7: Separate Envelope Cost Proposal

The fee proposal (one (1) original and eight (8) copies) shall be included with the

proposal in a separate sealed envelope, **clearly marked with the words "COST PROPOSAL - GIS NEEDS ASSESSMENT."** In addition, interested parties must include a CD containing the proposal and proposed fee in PDF format. The fee shall a fixed price for all tasks.

12. QUESTIONS REGARDING THIS RFP

All inquiries or questions in response to this RFP are to be submitted either by e-mail or in writing to:

City of Pomona
Public Works Department
505 South Garey Avenue
P.O. Box 660
Pomona, CA 91769
Attn: Melisa Caric Lee, Project Manager
micaric@pbsj.com

All requests for clarifications must be submitted by email or in writing before the hour of 5:00 PM on **September 22, 2009**.

13. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties must submit one (1) original and eight (8) copies of their proposal and proposed fees. In addition, interested parties must include a CD containing the proposal and proposed fee in PDF format. **All proposals must be received in the Purchasing Division before the hour of 4:30 P.M. on September 24, 2009.** Late, facsimile, or e-mailed proposals will not be accepted. Proposals must be submitted in a **SEALED ENVELOPE or BOX** clearly marked with the words **"GIS NEEDS ASSESSMENT"** on the outside of the package.

Please address proposals to:

US Mail: City of Pomona
Purchasing Division
P.O. Box 660
Pomona, CA 91769

Hand delivery, Fedex, UPS: City of Pomona
Purchasing Division
505 South Garey Ave.
Pomona, CA 91766

The City reserves the right to reject any or all proposals and or waive any informality therein. Each proposal shall constitute an offer to provide the service described therein at the price quoted and shall not be withdrawn after the time and date set for the opening thereof.

14. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THIS RFP

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

- Preparing and submitting information in response to this RFP.
- Negotiations with the City of Pomona on any matter related to this procurement.
- Costs associated with interviews, meetings, travel or presentations.
- All other expenses incurred by a proposer/consultant prior to the date of award and a formal notice to proceed.

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

ATTACHMENTS

Attachment I. – City of Pomona Sample Contract

**AGREEMENT FOR DESIGN PROFESSIONAL
CONSTRUCTION CONSULTANT SERVICES**

THIS AGREEMENT (hereinafter referred to as AGREEMENT) by and between the CITY OF POMONA, hereinafter referred to as the "CITY," and _____, a _____ Corporation, hereinafter referred to as "CONSULTANT", is entered into this ____ day of _____, 2009

RECITALS

WHEREAS, the CITY desires to engage CONSULTANT to perform consulting services for CITY.

WHEREAS, CONSULTANT represents that the principal representative is authorized to enter into this agreement on behalf of CONSULTANT and CONSULTANT is willing to perform such services hereinafter defined.

NOW, THEREFORE, the parties agree as follows:

1. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICE.

The representative of the parties who are primarily responsible for the administration of the AGREEMENT, and to whom formal notice, demands and communications shall be given, are as follows:

A. The principal representative of the CITY shall be:

City of Pomona
505 South Garey Avenue
Pomona, CA 91766
(909) 620-_____

B. The principal representative of the CONSULTANT shall be:

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by mail.

D. If the name of the principal representative designated to receive the

notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said changes.

2. **RETENTION.** The CITY retains and employs CONSULTANT to act as such for CITY to perform such consulting services as may be requested of it by the CITY. CONSULTANT accepts the employment and agrees to render such services as CONSULTANT on the terms and conditions hereinstated.

3. **SCOPE OF SERVICES.** The scope of such services is set forth in the attached _____ which is made Exhibit "A" to this Agreement.

4. **COMPENSATION.** The CITY agrees to pay CONSULTANT for the above-stated Scope of Work. CONSULTANT agrees that fees for services shall not exceed the authorized amount of, ~~\$XXXXXX.XX~~ as set forth in the fee schedule, attached hereto as Exhibit "B", unless the CITY has given specific advance approval in writing. Invoices for payment of services shall identify the task and the time and materials, as outlined in the Scope of Work, for the service period being invoiced. Payments will be authorized based on the time and material expended up to, but not beyond, the estimated percent complete for each individual task (as determined by the City Engineer). At no time will total payment exceed the total estimated percent complete. Fee/hourly schedule changes and/or annual increases will NOT be allowed. Payment of approved invoices shall be made within thirty (30) days of receipt.

5. **TERM.** The term of this Agreement shall commence on the date first mentioned above and shall continue until the scope of work is completed.

6. **INDEPENDENT CONTRACTOR.** CONSULTANT is an independent contractor. As such, CONSULTANT shall have no power or authority to incur any debt, obligation or liability on behalf of CITY. Further, CONSULTANT is not entitled to any benefit typically associated with an employee such as medical, sick leave or vacation benefit.

7. **PERS ELIGIBILITY INDEMNITY.** In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, CONSULTANT shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become

entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

8. **ECONOMIC INTEREST STATEMENT.** CONSULTANT hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by CITY hereunder, CONSULTANT is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work. The extent of CONSULTANTS disclosure requirements is set forth in the written determination of the City Manager of CITY, attached hereto as Exhibit "C."

9. **INDEMNITY AND INSURANCE**

- A. **INDEMNITY.** CONSULTANT hereby agrees to indemnify, including the cost to defend CITY, and its officers, officials, agents, employees, and volunteers, from any and all losses, claims, liens, demands, liability, and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees and other expenses incurred by the CITY to the maximum extent allowed by law arising in favor of any party, that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY.
- B. **INSURANCE.** CONSULTANT shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit "D" attached hereto.

10. **OWNERSHIP OF WORK PRODUCT.** All reports, documents or other written material developed by CONSULTANT in the performance of this AGREEMENT shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY and shall constitute a public record pursuant to California Government Code section 6250 *et seq.* Such Material shall not be the subject of a copyright application by CONSULTANT. Any re-use by CITY of any such materials on any project other than the project for which they were prepared shall be at the sole risk of CITY unless CITY compensates CONSULTANT for such use.

11. **CONFIDENTIALITY.** Employees of CONSULTANT in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of CITY. CONSULTANT covenants that all data, documents, discussion, or other information developed or received by CONSULTANT

or provided for performance of this AGREEMENT are deemed confidential and shall not be disclosed by CONSULTANT without written authorization by CITY. CITY shall grant such authorization if disclosure is required by law. All CITY data shall be returned to CITY upon the termination of this AGREEMENT. CONSULTANT's covenant under this Section shall survive the termination of this AGREEMENT.

12. **TERMINATION FOR CONVENIENCE.** Either the CITY or the CONSULTANT may terminate this AGREEMENT at any time without cause by giving thirty (30) calendar days written notice to the other of such termination and specifying the effective date thereof. If this AGREEMENT is terminated as provided herein, CONSULTANT will be paid a total amount equal to the service he has provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

13. **TERMINATION FOR CAUSE.** If for any reason, CONSULTANT shall fail to fulfill in a timely and proper manner its obligation under this AGREEMENT, or if CONSULTANT shall violate any of the covenants or stipulations of this agreement, CITY shall then have the right to terminate this agreement by giving a five (5) calendar day written notice to CONSULTANT. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The CONSULTANT will be paid a total amount equal to the service he has provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

14. **ASSIGNMENT AND SUBCONTRACTING.** Except as specifically provided in the Scope of Services, attached hereto as Exhibit "A", neither party shall assign or subcontract the rights or responsibilities under this agreement without the express, written consent of the other party, which may be withheld for any reason or for no reason.

15. **STANDARD.** CONSULTANT agrees that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. CONSULTANT shall re-perform any of said services, which are not in conformity with standards as determined by the CITY. The CONSULTANT will be relieved of its obligation to re-perform said services if the CITY does not notify CONSULTANT within 180 days after the completion of the non-conforming service. Compensation for CONSULTANT to re-perform said services shall be subject to the approval of the CITY, but in no event shall such compensation exceed the actual cost of said services. Except as hereinafter provided in respect of personal injury or property damage, the foregoing are the CONSULTANT'S entire responsibilities and the CITY'S exclusive remedies for service rendered or to be rendered hereunder, and no other warranties, guarantees, liabilities, or obligations are to be implied.

16. RESOLUTION OF DISPUTES.

- A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.
- B. If any action, at law or in equity, is brought to enforce or to interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

17. FORCE MAJEURE. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due. A Party to this Agreement wishing to invoke this Section shall notify in writing the other Party to this Agreement of that intention within five (5) days of the date on which it knew or should have known of the commencement of any such cause for delay and shall, at that time, specify the reason therefor. The failure to so notify the other Party within the period described herein as to the cause for delay shall constitute a waiver of any right to later rely upon this Section with respect to this clause.

18. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this AGREEMENT, CONSULTANT shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age physical or mental handicap, medical condition, or sexual orientation. CONSULTANT will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

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

20. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

21. **ENTIRE AGREEMENT.** This AGREEMENT, together with Exhibits "A," "B," "C" and "D" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this AGREEMENT acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this AGREEMENT shall be valid and binding. Any modification of the AGREEMENT shall be effective only if it is in writing and signed by all parties.

IN WITNESS WHEREOF this Agreement is entered into by the parties hereto on the date first above written.

ATTEST:

THE CITY OF POMONA

City Clerk

By: _____
City Manager

Date: _____

APPROVED AS TO FORM:

CONSULTANT

City Attorney

By: _____
Its

Date: _____

Approved by City Council on _____

Exhibit A- SCOPE OF SERVICES

(INSERT SCOPE OF WORK)

Exhibit B- COMPENSATION

(INSERT FEE PROPOSAL)

EXHIBIT "C"

WRITTEN DETERMINATION

I, Linda Lowry, City Manager of CITY has made the following determination with regard to CONSULTANT'S requirements to disclose economic interest pursuant to the Conflict of Interest Code adopted by CITY:

- ☐ CONSULTANT shall disclose its economic interest pursuant to the broadest disclosure category in the Code. (CATEGORY I)

I have determined that CONSULTANT has been hired to perform a range of duties that are limited in scope and thus CONSULTANT is not required to comply with the broadest disclosure category requirements. Based on the Scope of Services set forth in Exhibit "A," of the Agreement, I have determined that CONSULTANT need only provide economic interest disclosure under the following categories:

- ☐ CATEGORY II: Business interests and Investments
- ☐ CATEGORY III: Supply Sources
- ☐ CATEGORY IV: Contractors
- ☐ CATEGORY V: Financial Institutions
- ☐ CATEGORY VI: Geographic location

A full explanation of each of these disclosure categories is found on page 2 of this Exhibit.

- ☐ Disclosure requirements are not applicable to CONSULTANT.

Date: _____

Linda Lowry, City Manager

DESIGNATED EMPLOYEES CATEGORIES

- | | |
|--------------|--|
| CATEGORY I | Must report all investments, interests in real property and income from real property located within the City of Pomona. |
| CATEGORY II | Must report all investments, interests and income in any business entity in which the person is a director, officer, partner, trustee, employee, or hold any position of management. Financial interests are reportable only if located within or subject to the jurisdiction at any time during the two years prior to the filing of the statement. |
| CATEGORY III | (Supply Sources) Includes investments and income included in Category II in business entities which manufacture or sell supplies, machinery or equipment of the type utilized by the City. |
| CATEGORY IV | (Contractors) Includes investments and income included in Category II in business entities described therein, if such business entities are contractors or subcontractors engaged in the performance of work or services of the type utilized by the City. |
| CATEGORY V | (Financial Institutions) Includes investments and income included in Category II in business entities described therein, if such business entities constitute banks, savings and loan associations, insurance companies, investment companies, title companies, financial consultants or data processing firms. |
| CATEGORY VI | Includes disclosure of property interests and income of Categories I and II, but limited to the jurisdiction of the respective board or commission and five-hundred feet contiguous thereto. |

Exhibit D - Insurance

The CONSULTANT shall maintain throughout the duration of the term of the Agreement, liability insurance covering the CONSULTANT and designating CITY including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the CONSULTANT's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the CONSULTANT's insurance policies shall be primary as respects any claims related to or as the result of the CONSULTANT's work. Any insurance, pooled coverage, or self-insurance maintained by the CITY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. The Additional Insured Endorsement shall not apply to the Professional Liability Insurance.

Professional Liability Insurance:

- | | | |
|----|-------------------|-------------|
| a. | General Aggregate | \$2,000,000 |
|----|-------------------|-------------|

General Liability:

- | | | |
|----|----------------------------------|-------------|
| a. | General Aggregate | \$2,000,000 |
| b. | Products Comp/Op Aggregate | \$2,000,000 |
| c. | Personal & Advertising Injury | \$1,000,000 |
| d. | Each Occurrence | \$1,000,000 |
| e. | Fire Damage (any one fire) | \$ 50,000 |
| f. | Medical Expense (any one person) | \$ 5,000 |

Workers' Compensation:

- | | | |
|----|----------------------------|------------------|
| a. | Workers' Compensation | Statutory Limits |
| b. | EL Each Accident | \$1,000,000 |
| c. | EL Disease - Policy Limit | \$1,000,000 |
| d. | EL Disease - Each Employee | \$1,000,000 |

Automobile Liability

- | | | |
|----|------------------------------------|-------------|
| a. | Any vehicle, combined single limit | \$1,000,000 |
|----|------------------------------------|-------------|

The CONSULTANT shall provide thirty (30) days advance notice to CITY in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to CITY thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, CITY shall have the right but not the duty to obtain replacement insurance and to charge the CONSULTANT for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the CONSULTANT.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by CITY's Risk Manager. CONSULTANT shall immediately advise CITY of any litigation that may affect these insurance policies.

Attachment II. - Statement of Non-Collusion by Contractor(s) Form

The undersigned who submits herewith to the City of Pomona a Bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Pomona or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Pomona, or to any person or persons who have a partnership or other financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of Pomona any gratuity, entertainment, meals, or any thing of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is employed or has been employed, either full or part time, by the City of Pomona either currently or within the last two (2) years; or is related to any officer or employee of the City by blood or marriage within the third degree. An exception to this section may be granted by approval of the City Council prior to contract award.
- j. That no offer or principal of the undersigned firm nor any subcontractor(s) to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed on _____ at _____ California.

(Date) (Location)
Firm _____

Street _____

City _____ State _____ Zip _____



Attachment III. – Minority Business Questionnaire



Date: _____

Name of Business: _____

Division or Subsidiary, if applicable

Business Address: _____

Telephone No.: _____

Contact Person: _____

Title: _____

Type of Business:

Non Profit	[	]
Sole Proprietorship	[	]
Partnership - General	[	]
- Limited	[	]
Corporation	[	]

Is the business 51% or more owned by:

American Indian	[	]
Asian	[	]
Black	[	]
Hispanic	[	]
Female	[	]
Other _____	[	]
(please specify)		

Prepared By: _____

Title: _____

For more information, contact Purchasing Division, City of Pomona, (909) 620-2381.

**Attachment IV.-
Selection Committee's
Consultant Proposal and Evaluation**

Project Name: _____

Consultant: _____

Reviewer: _____

Score each category from 1 to 10 with 1 being the worst and 10 being the best.

Understanding of Scope of Work _____

Project Approach _____

Pertinent Project Experience _____

Personnel _____

Work Proposal _____

Format _____

Presentation _____

Technical Merit _____

Fee _____

Intangibles:

(Explanation) _____

Comments: _____

TOTAL: _____

Reviewer's Initials _____

Date _____

Attachment V.- Sample Status Report

BI-WEEKLY STATUS REPORT FOR [PROJECT TITLE] [PROJECT NUMBER]

REPORT NUMBER:

REPORT DATE: **PERIOD COVERED: (Month/Day) to (Month/Day)**

- I. Significant Events:
Provide summary of any meetings and/or discussions which transpired during current reporting period. Include the description of any decisions reached along with related project impacts. Also, provide summary of events (i.e. plan submittals, task completions, etc.) which have occurred during current reporting period.
- II. Progress to Date:
Provide summary of percentage of design effort completed to date.
- III. Anticipated Problem Areas:
Note any schedule slippage or pending items with description of impacts, if any, to remaining work. Include name of person or agency with lead in resolving issues.
- IV. Schedule:
Establish target dates of milestone events (i.e. plan check submittals, plan approvals, permit issuance, etc.). Note actual date of event occurrence as work progresses.
- V. Upcoming Significant Events:
This section should be used to describe events or actions that are expected to occur during the next reporting period.
- VI. Utility/Agency Coordination:
Provide summary of interface and/or coordination with any utility/agency impacting the project. Describe general status of efforts along with summary of any meetings which have occurred during current reporting period. Include expected actions of utility/agency with names of those effecting the actions, and approval/acceptance dates for all utilities/agencies/entities affecting the project.
- VII. General:
Use this section to cover any project-oriented topics not specifically covered above.

Water Development Plan - Tract 21183

ESTIMATE OF QUANTITIES

2390'-	6" A.C.P.
1-	6" F.H. ASSEMBLIES
8-	6" X 6" TEES
10-	6" GATE VALVES
2-	6" - 45° BENDS
72-	3/4" SERVICES
1-	8" X 6" TAPPING SLEEVE
1-	6" TAPPING GATE

APPROVED BY Ernest M. Phillips

Reg Civ. Engr. No 7820

WATER DEPT. MGR. CITY OF

POMONA

DATE _____

Scale: 1" = 60"

Existing 4" Line
to School.

INSTALL 6" F.H.

EXIST "GATE

AVENUE

6" F.H.

AVENUE

EXIST

EXIST. 6" F.H.

EXISTING 8" A.C.P.

2-EXIST 6" GATE

NOT A
THIS S

NOT A PART OF
THIS SUBDIVISION

STREET

SAED

AVENUE

ARTHUR

17

STREET

GILBERT

ORANGE GROVE

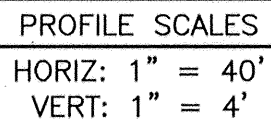
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THIS SUBDIVISION

NOT A PART OF
THIS SUBDIVISION

6" A.C.P.

AVENUE

中

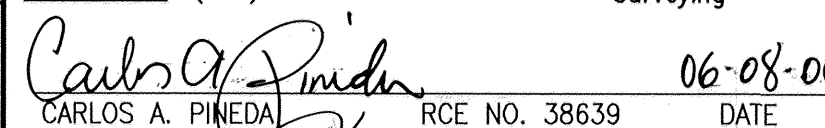


- *CITY OF POMONA PLAN FB-565

SEE SANITATION DISTRICT FOR SPECIAL CONNECTION CHARGES (562) 699-7411, EXT. 2727

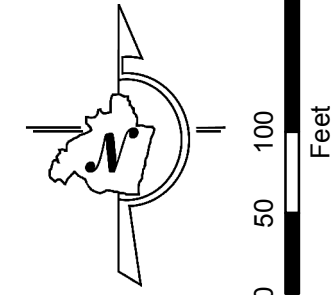
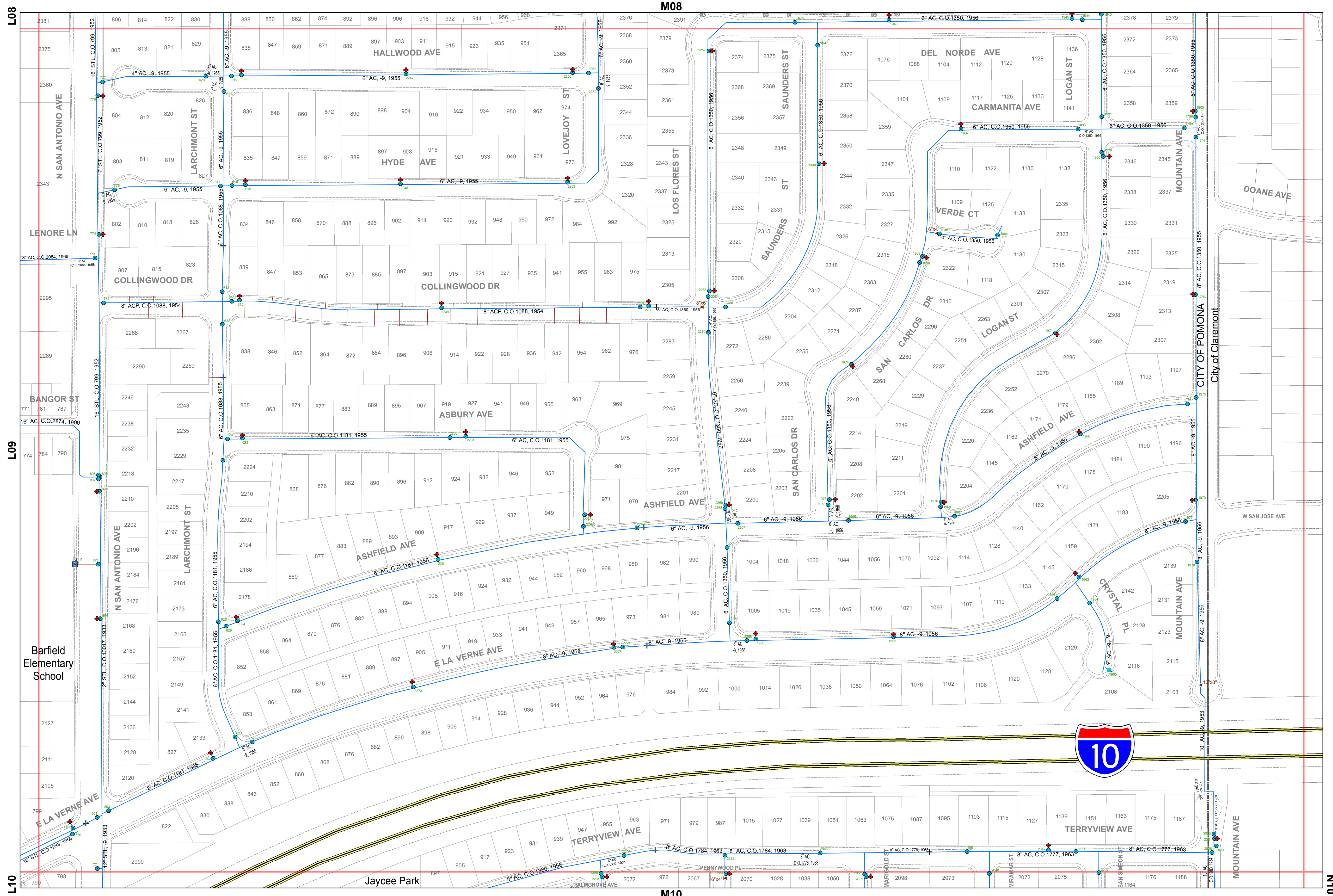


LOS ANGELES DIVISION
27202 TURNBERRY LANE, SUITE 200, VALENCIA, CA 91355
PHONE: (661) 294-4600 FAX: (661) 294-4646
CONTACT: CHRISTY HUNTER



OFFICE ENGINEER

SCALE	DESIGNED _____ DRAWN _____ CHECKED _____ REVIEWED _____ REVIEW-CONST _____	SHT <u>2</u> OF <u>5</u> SHTS
1"=40'	PVT PVT PVT DN 6/12/06 HW 6/12/06	



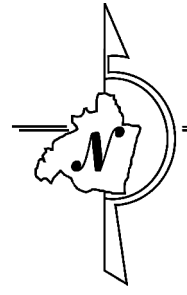
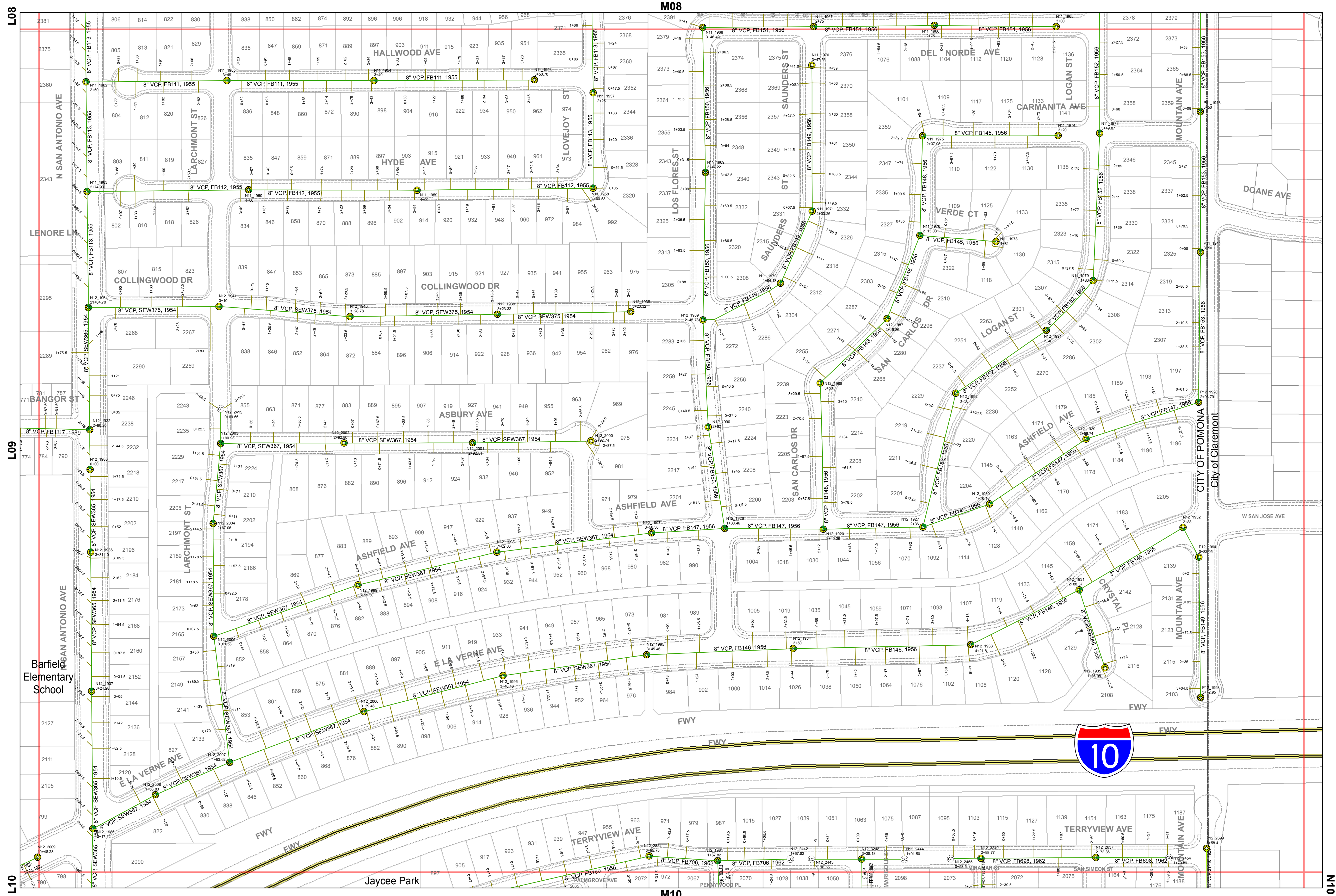
City of Pomona

Water Atlas Map

Tile: **M09**

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Jun 22, 2009
GIS Department



City of Pomona Sewer Atlas Map



Tile: **M09**

Jun 10, 2009
GIS Department

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