



CITY OF POMONA

REQUEST FOR PROPOSALS

CITY OF POMONA CONSULTANT TEAM

Specification/RFP No: 2014.09

Type of RFP: Product General Service Professional Service
 CIP Construction Other

Proposal Submittals: Responses to the Request for Proposal (RFP) are to be submitted to:

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

Hand Delivery, FedEx, UPS, etc
City of Pomona
Purchasing Division
505 S. Garey Avenue
Pomona, CA 91766

KEY RFP DATES

Release Date: *May 8, 2014*
Questions Due By: *May 27, 2014 at 11:00 AM*
Due Date: *June 18, 2014 at 1:00 PM PST*

Website address: www.ci.pomona.ca.us
Follow the path of – Business; Current Bids and RFPs

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INTRODUCTION

The City of Pomona (the “City”) invites qualified proposals for architectural, engineering design and related services for the purpose of establishing a pre-qualified list of consultants for each of the Specialty Categories listed below. Consultants approved for one or more of the Specialty Categories will comprise the City’s “Consultant Team.” On a rotation basis, Consultant Team members will be considered for future professional service contract awards within their Specialty Categories.

- A. Engineering, Architecture and Technical Design
- B. Project Management, Construction Management and Construction Inspection
- C. Design Plan Check
- D. Acquisition and Appraisal
- E. Transportation
- F. Infrastructure Management
- G. Environmental Services
- H. Testing

These Specialty Categories and the corresponding Codes and Titles are further defined in the Scope of Services section of this RFP.

OVERVIEW

Every three years, the City solicits proposals to establish a list of qualified consultants to provide professional consulting services for public works capital improvement projects for which the contract amount would not exceed the amount specified by Public Contracts Code § 22032(b). This Request for Proposals (RFP) categorizes the various services by the Specialty Categories listed above. Consultants may submit proposals for as many Specialty Categories that they wish to be considered for. Proposals will be reviewed by a selection committee and ranked based on ranking criteria set forth in the RFP. Once all proposals have been ranked, the a recommendation is made to the City Council for approval a Master List of Consultants comprised of Consultants with the highest ranked proposals (the “Consultant Team”).

The City Council may approve up to twenty (20) but no less than three (3) consultants for each Specialty Category. A Master Agreement for Professional Consultant Services (“Master Agreement”) will be entered into by each member of the Consultant Team for each Specialty Category for which they were approved. The Master Agreement establishes the base Scope of Service for the Specialty Category and the hourly fees that will be in effect for the term of the Master Agreement. As specific projects are developed, proposals will be requested from a minimum of three Consultants in the Specialty Category for which services are required. The Consultant whose proposal is selected for to provide services within a Specialty Category then enters into an “Engagement Letter” to provide those services for the specific project.

This Consultant Team approach provides the City with an efficient and streamlined means to contract for professional services for capital improvement projects when the individual contracts do not exceed the cost set forth in Public Contracts Code § 22032(b). Consultants approved for inclusion on the Consultant Team are pre-qualified for their respective Specialty

Category(ies) thereby eliminating the need to formally bid each type of service needed on each project. However, there is no guarantee that being approved for inclusion as a Member of the Consultant Team and entering into a Master Agreement will result in the award of any future projects.

PROPOSAL SUBMISSION INSTRUCTIONS

For each Specialty Category described in this RFP for which a proposal is being submitted, submit the following:

- one (1) original of the proposal (clearly labeled as such); and five (5) copies of the proposal (clearly labeled as such);
- one (1) separate envelope containing the Proposal Fees, sealed and clearly labeled; and include one (1) CD or USB Flash Drive containing a Microsoft Word file and PDF version of the Proposal and the Proposal Fees.

Each proposal must be submitted separately, sealed, clearly labeled and addressed to the Purchasing Division by the date and time stated on the cover page of this RFP.

The process above must be followed for each Specialty Category for which a Proposal is being submitted. Extensions will not be granted and bid proposals received after the deadline will not be considered. The City shall not return late submittals which shall be destroyed 30 days after bid opening. **Proposals shall be submitted in sealed envelopes clearly marked on the outside “CITY OF POMONA CONSULTANT TEAM.”** Sealed bids shall be mailed to or delivered to:

US Mail:	City of Pomona Purchasing Division P.O. Box 660 Pomona, CA 91769	Hand delivery, FedEx, UPS, etc:	City of Pomona Purchasing Division 505 S Garey Ave Pomona, CA 91766
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Proposals in the form of telephone calls, facsimiles or e-mails 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 proposal was received.

It is the responsibility of the proposer/bidder to carefully examine this RFP and any addenda, which, if issued, will be posted on the City’s website. No letters or correspondence will be sent notifying prospective bidders of RFP modifications.

Proposals will be publicly opened on the date and time of the *Deadline for Submission* identified on the cover sheet of this RFP; bid results for general type services are typically posted on the City’s website within one (1) to two (2) days after bids have been opened. For professional services, only the name of the proposer/bidder will be listed. No notification will be sent to unsuccessful proposers/bidders.

INQUIRIES:

Section 2-975(2) of the Pomona City Code prohibits any unauthorized contact by the bidder during the bid or proposal process with an official or City employee, other than the Finance Director, Purchasing Manager, or those officials or employees shown on the RFP. Contact

with any official or employee other than the following shall cause the bidder to be immediately disqualified from consideration of award:

In compliance with this code section, only the following individuals may be contacted during this procurement process:

Questions Pertaining to Scope of Work	Name: Carl Peraza, Public Works Department Phone #: (909) 620-3651 Email: carl_peraza@ci.pomona.ca.us include a Cc to: matt_pilarz@ci.pomona.ca.us
Questions other than Scope of Work	Name: Sonia Gil, Purchasing Technician Phone #: (909) 620-2381 Email: sonia_gil@ci.pomona.ca.us

To provide adequate response time prior to bid opening, all questions regarding this Request for Proposal must be submitted to the appropriate person shown above by the time specified on the first page of this document. If the issue materially affects the RFP, the information will be incorporated into an addendum and posted on the City's website.

SCOPE OF SERVICES

A Scope of Services for projects requiring services from any of the Specialty Categories will be developed on an as-needed, per-project basis. Consultants selected for specific projects shall not commence work until an Engagement Letter has been finalized and signed by the City and the Consultant and a Purchase Order has been issued.

A general Scope of Services for each of the Specialty Categories is set forth in Part 2 of this RFP.

PART 1: SPECIALTY CATEGORY CODES AND TITLES

The section of the RFP contains the Specialty Category Codes and Titles (e.g. A-1—Civil Engineering Design, B-2—Construction Management, C-3—Street Improvement Plan Check, etc.) are included in this section of the RFP. A detailed description of the Scope of Services for each of the Specialty Category Codes and Titles is included in Part Two (2) of this RFP.

Note: Each Consultant proposing to provide engineering services must include the name Key Personnel licensed Engineers by the State of California at the time proposals are submitted.

A. ENGINEERING, ARCHITECTURE AND TECHNICAL DESIGN SERVICES

Code	Specialty Category Title
A-1	Civil Engineering Design
A-2	Pavement Rehabilitation Design
A-3	Street and Park Landscape Design
A-4	Traffic Engineering Design
A-5	Structure and Bridge Design
A-6	Surveying
A-7	Architecture, Landscape Architecture and Facilities Engineering Design Services

**B. PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT, and
CONSTRUCTION INSPECTION**

Code	Specialty Category Title
B-1	Project Management
B-2	Construction Management
B-3	Construction Inspection

C. DESIGN PLAN CHECK SERVICES

Code	Specialty Category Title
C-1	Map Plan Check
C-2	Hydrology and Hydraulics Check
C-3	Street Improvement Plan Check
C-4	Water and Sewer
C-5	Traffic Engineering and Studies Plan Check

D. ACQUISITION AND APPRAISAL SERVICES

Code	Specialty Category Title
D-1	Right-of-Way Acquisition and Appraisal Services

E. TRANSPORTATION SERVICES

Code	Specialty Category Title
E-1	Project Development
E-2	On-Call Transportation Planning/Engineering
E-3	Transit Planning and Operations
E-4	Traffic Modeling
E-5	Intelligent Transportation Service (ITS) Planning/Engineering

F. INFRASTRUCTURE MANAGEMENT AND SERVICES

Code	Specialty Category Title
F-1	Pavement Management and Evaluation Services and Systems and Materials Reports

G. ENVIRONMENTAL SERVICES

Code	Specialty Category Title
G-1	Comprehensive Environmental Services

H. TESTING SERVICES

Code	Specialty Category Title
H-1	Provide Geotechnical services related to soils, grading, slopes, landslides, potential contamination, and hydrogeology, including mold and hazardous material content and identification testing. Consultant shall also provide testing services for construction materials (on-site and laboratory testing)

PART 2: SCOPE OF SERVICE DESCRIPTIONS BY SPECIALTY CATEGORY**A. ENGINEERING, ARCHITECTURE, AND TECHNICAL DESIGN SERVICES (GENERAL)**

Consultants cannot bid on A alone; proposals must be for a sub-category.

Prepare and submit completed designs to the City Engineer with no more than three (3) plan check submittals. The design Consultant shall be proactive and knowledgeable about the design, environmental, and funding requirements of the Project. Consultant shall collaborate with CPM to set up, notice, coordinate, and conduct Community meetings as necessary.

All work shall be done in compliance with the latest and most current City, State and Federal laws, City Design Manuals, City Standard Plans, Caltrans manuals and policies, State Standard Plans and Specifications, the “Greenbook” Standard Specifications for Public Works Construction, the Manual of Uniform Control Devices, and Uniform Building Code.

Prepare Engineer’s Cost Estimates and quantity take-offs and prepare all designs in AutoCAD (or equivalent) format using the City’s standard Computer Assisted Design (CAD).

A-1 Civil Engineering Design

Prepare structure and bridge designs, traffic signal, lighting and electrical designs, signal coordination studies, striping and traffic detour designs, street drainage designs, comprehensive water and sewer infrastructure studies and designs, and right-of-way requirement maps. Consultants shall comply with the City’s Community Development Block Grant (CDBG) Program, Caltrans, and Federal requirements.

A-2 Pavement Rehabilitation Design

In all designs for construction of federally funded projects, Consultant shall comply with current Americans with Disabilities Act (ADA) requirements and all other requirements for federally funded projects.

Consultants shall minimize the negative impact to the traveling public, and implement cost effective, innovative designs when completing projects.

A-3 Street and Park Landscape Design

Prepare streetscape designs including median island and parkway landscaping. Prepare designs for public parks, landscaping, irrigation systems, and Habitat Restoration/Rehabilitation for City parks.

A-4 Traffic Engineering Design

Provide engineering design services for traffic signal and system upgrade designs, and related services to include:

- Improvements associated with traffic signal designs; prepare signage, striping, detour, and traffic control designs, bicycle route engineering, pedestrian and ADA

compliant roadway and traffic related engineering; prepare special traffic studies and conduct signal coordination studies, and adhere to the Highway Capacity Manual (HCM) Method for Los Angeles as well as Riverside and Orange County Intelligent Control Systems (ICS).

- Provide general Civil Engineering designs and specifications as required by the Scope of Work for specific projects.

A-5 Structure and Bridge Design

Provide engineering services for structure and bridge design(s) pursuant to the most current and up-to-date Caltrans Design Manuals, policies, and procedures.

A-6 Surveying

Provide field and office surveying services for the construction of municipal improvements to include facilities, streets, traffic signals, walls, bridges, bike trails, storm drains and channels, and utilities. All work is to be performed under the direct supervision and charge of a licensed California land surveyor. Provide surveying services to include:

- Monument perpetuation in compliance with California Business and Professions Code, Section 8771
- Geographical Positioning Systems (GPS)
- Topographical and preliminary design surveys
- Aerial Photography
- Construction survey staking and earthwork
- “As built” surveys/plans of completed improvements
- Title and records research for right-of-way engineering, property acquisitions, dedications, and vacations, to include boundary surveys
- Preparation of legal descriptions for easements, dedications, and leases
- Preparation of survey records, parcel maps, tract maps, and lot line adjustments

A-7 Architecture, Landscape Architecture, and Facilities Engineering Design

Provide architecture, landscape architecture, and facilities engineering design services for public facilities, and federally funded facilities. Architecture, Landscape Architecture, and Facilities Engineering Design Services will include:

- Architectural design for new public facilities and renovation and/or expansion of existing public buildings
- Heating, ventilation, refrigeration, and environmental management system design
- Electrical, plumbing, and miscellaneous mechanical system design including alternative energy systems (e.g. solar water heating, solar photovoltaic, wind, etc.)
- Civil improvement (sewer, water, drainage, and grading) design
- Parking lot, hardscape, trails, landscape, and irrigation design
- Playground layout and play structure design
- Seismic studies and building envelope evaluations

Consultant shall prepare conceptual and master plans, prepare schematic design and construction-level design documents, prepare cost estimates, specifications, and other bid documents, conduct community design charettes, and prepare reports and give presentations to various public bodies, including the City Council.

Consultant shall adhere to green building principles, including those for the United States Green Building Council's (USBC) Leadership in Energy and Environmental Design (LEED™) rating system. The Consultant(s)/Firm(s) shall conduct or coordinate the required design-construction and post construction-phase tasks associated with documentation of the sustainable design elements within each project per LEED guidelines.

B. PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT, AND CONSTRUCTION INSPECTION SERVICES

Consultants cannot bid on B alone; proposals must be for a sub-category.

Provide project management, construction management, and construction inspection services for streets, bridges, bike trails, drainage improvements, parks, buildings, open space amenities, trails, traffic signals, playground equipment and sports fields, and all related City projects.

B-1 Project Management

Prepare Requests for Proposals (RFPs) for designs, prepare master project budgets and schedules, review plans and technical specifications, perform pre-construction surveys and meetings, prepare master lists for plan check comments and responses, review engineer's estimates for accuracy, and provide value engineering reviews and reports for grant requirements.

Prepare bid documents and assist City staff in the bidding process for projects.

Perform all aspects of Project Management to include:

- Conducting community design charettes
- Preparing reports and giving presentations to various public bodies, including the City Council
- Developing and adhering to project budgets and schedules
- Reviewing contractor compliance with permits
- Reviewing monthly payment requests and certified payroll from contractors
- Reviewing, negotiating, and making recommendations for change orders
- Responding to Requests for Information and/or Requests for Clarification (RFIs/RFCs)
- Reviewing and facilitating shop drawing submittals
- Providing videotape and photographic documentation of project sites prior to, during, and after construction
- Providing surveying and testing services
- Coordinating with utility companies and contractors
- Negotiating and making recommendations for change orders
- Reviewing and responding to Stop Work Notices and Correction Notices
- Preparing project punch-lists and all documentation needed for project closeouts

B-2 Construction Management

Perform all aspects of Construction Management to include:

- Preparing and complying with permit requirements
- Approving contractor's work schedules
- Preparing and submitting weekly construction progress reports using the City's standard form
- Reviewing monthly payment requests and certified payroll from contractors
- Collaborating with Construction Inspectors to verify "As-Built" plans
- Providing surveying and testing services
- Providing videotape and photographic documentation of project sites prior to, during, and after construction
- Coordinating with utility companies and contractors
- Reviewing and responding to Stop Work Notices and Correction Notices
- Responding to Requests for Information and/or Requests for Clarification (RFIs/RFCs)
- Reviewing and facilitating shop drawing submittals
- Negotiating and making recommendations for change orders
- Monitoring contractor labor compliance safety programs and reporting any non-compliance to the appropriate government agencies
- Preparing project punch-lists and all documentation needed for project closeouts

B-3 Construction Inspection

Perform Construction Inspection Services to include:

- Preparing weekly construction inspection reports using the City's standard form
- Monitoring contractor labor compliance safety programs and reporting any non-compliance to the appropriate government agencies
- Collaborating with Construction Managers to verify "As-Built" plans
- Providing videotape and photographic documentation of project sites prior to, during, and after construction
- Inspecting street improvements, water lines, sewer lines, bridge structure construction, earthwork grading, storm drains, drainage channels, streets, traffic signals, lighting, and landscape and irrigation projects
- Ensuring all work conforms to the project construction documents, City codes and ordinances including the City Grading Code and Manual, APWA "Greenbook" Standard Specifications for Public Works Construction, Caltrans Standards and Specifications, City of Pomona Standards and Design Manuals, and State and Federal Building Codes related to site accessibility
- Preparing project punch-lists and all documentation needed for project closeouts

C. DESIGN PLAN CHECK SERVICES

Consultants cannot bid on C alone; proposals must be for a sub-category.

Consultants providing Design Plan Check services shall make independent engineering judgments and decisions, and interact with private and public sector personnel.

C-1 Map Plans

Review tentative maps, final maps, easement deeds and lot line adjustments, and comply with the Conditions of Approval as set by City staff, City commissions, and the City Council. Consultant shall check and review map boundaries, metes and bounds, and field check final documentation prior to bond exoneration. Consultant shall assure that AutoCAD file submittals are complete.

C-2 Hydrology and Hydraulics Plans

Consultants shall comply with Los Angeles, Riverside, and Orange County Drainage Design Standards, Hydrology Manuals, Local Drainage Manuals, and utilize appropriate Hydrology and Hydraulics software programs.

C-3 Street Improvement Plans

Consultant shall comply with the following: City of Pomona Standards and Design Manual, Caltrans Highway Design Manual, Caltrans Traffic Manual, Caltrans Standard Plans and Specifications, Los Angeles, Riverside, and Orange County Hydrology Manuals, Local Drainage Manuals, the Americans with Disabilities Act, and California Title 24 requirements.

C-4 Water and Sewer Plans

Consultant shall comply with the following: City of Pomona Standards and Design Manual, American Water Works Association standards and guidelines, American Concrete Institute standards and guidelines, American Public Works Association standards and guidelines, Department of Public Health requirements and guidelines, and Air Quality Management District requirements and guidelines. Consultant shall comply with hydraulic and ground water principles and utilize appropriate Water Industry software programs.

C-5 Traffic Engineering and Studies Plans

Consultant shall comply with current Traffic Engineering and Traffic Operations principles and design requirements. Consultant shall perform plan checks and reviews in accordance with the City of Pomona Design Manual, City of Pomona Standard Plans, City of Pomona Technical Provisions for the installation and modification of traffic signal systems, City of Pomona Planning and Design Guidelines for bicycle facilities, City of Pomona Transportation Guidelines, the Caltrans Highway Design Manual, the Caltrans Traffic Manual, the Manual on Uniform Traffic Control Devices (MUTCD), and Caltrans Standard Plans and Specifications.

D. ACQUISITION AND APPRAISAL SERVICES

Consultants cannot bid on D alone; proposals must be for the sub-category.

D-1 Right-of-Way Appraisal and Acquisition

Support City staff with right-of-way acquisition, processing deeds and agreements resulting from new subdivisions or assessment districts, and assessing relocation benefits. Consultant must be certified by the Appraisal Institute.

E. TRANSPORTATION PLANNING AND ENGINEERING SERVICES

Consultants cannot bid on E alone; proposals must be for a sub-category.

Consultants providing Transportation Planning and Engineering Services shall have verifiable experience working with regional and local transportation authorities and other governmental/public agencies.

E-1 Transportation Project Development

Prepare traffic studies, cost estimates, impact studies, project study reports, project updates, feasibility studies, bicycle facility planning, pedestrian pathway planning, Transportation Demand Management (TDM) strategies, and environmental documents and/or reports. Consultant must acquire the Authorization to Proceed (E-76) documents for Caltrans projects.

Note: Transportation Improvements requiring a Project Report shall be prepared and submitted in a bound format consistent with the City's "Guidelines for Preparation of Project Reports for Capital Transportation Projects."

E-2 As-Needed Transportation Planning/Engineering

Consultant shall support City staff with analyzing and evaluating traffic impacts and addressing circulation issues related to development projects. Consultant shall provide input on grading and construction plans related to transportation. Consultant shall review traffic studies, traffic Scopes of Work, and traffic access studies in accordance with a Traffic Impact Analysis. Consultants shall prepare, for City approval and dissemination: grant applications, letters, memos, City Council reports, and Transportation Commission and City Council presentations related to transportation. Consultant shall serve as the City's liaison(s) to other government and/or local agencies, attend project related meetings, respond to project needs, and maintain communication with City staff, project applicants, community members, and pertinent interested parties.

E-3 Transit Planning and Operations

Provide planning, engineering, consulting, and funding/grant procurement services for Metro, Foothill Transit, Amtrak, other passenger and cargo rail, parking structure, municipal parking, community shuttle, Para-transit, ride-assistance, and similar bus transit/connectivity.

E-4 Traffic Modeling

Evaluate, develop, run, calibrate, validate and maintain planned operational traffic forecasting models. Consultant must integrate the traffic modeling process into Arc-GIS database management.

E-5 Intelligent Transportation Service (ITS) Planning/Engineering

Provide City staff with planning and engineering support services and recommend cost-effective repairs to controller and interconnection traffic systems. Consultant shall troubleshoot, identify faulty switches or modems, provide regular and coordination signal timing plans, and collaborate with other agencies as necessary.

F. INFRASTRUCTURE MANAGEMENT AND SERVICES

Consultants cannot bid on F alone; proposals must be for a sub-category.

F-1 Infrastructure Management and Related Services

Utilize Management Best Practices (MBP) software to manage all Municipal Infrastructures, and the City's fixed assets which include: paving, water, sewer, buildings, structures, etc.

Consultant shall evaluate City Infrastructures to determine where Infrastructure repairs are needed and prepare reports and plans for improvements and repairs. Consultant shall set-up and utilize MicroPaver, or a similar pavement data management system, for transfer to GIS to assist City staff in developing Capital Improvement Program projects.

G. ENVIRONMENTAL SERVICES

Consultants cannot bid on G alone; proposals must be for the sub-category.

G-1 Comprehensive Environmental Services

Provide support to City staff by collaborating and coordinating with Caltrans, Metro, utility agencies, and other local agencies for project approval.

Consultants shall provide comprehensive Environmental Services to include:

- Environmental planning and permitting
 - Permit identification, agency application preparation, wetlands delineation, mitigation monitoring, compliance and reporting, and visual design studies for GIS analysis
- Biological resource management
 - Resource studies and assessments, sensitive species, vegetation, and wildlife surveys, and habitat restoration plans
- Hydrogeology
 - Hydrogeologic investigations and characterization, groundwater management, and water quality monitoring and sampling

- California Environmental Quality Act (CEQA) documentation (e.g. initial studies, mitigated negative declarations, preliminary environmental studies, and feasibility studies)
- National Environmental Policy Act (NEPA) documentation (e.g. initial studies, mitigated negative declarations, preliminary environmental studies, and feasibility studies)
- Historical Site Assessment Phases I and II
- Historic Property Survey Reports (HPSRs)
- Standard Water Pollution Prevention (SWPPP) and Standard Urban Stormwater Mitigation Plan (SUSMP) support
- Environmental Impact Reports (EIRs) and Environmental Impact Statements (EISs)
- Initial Studies (ISs) and Mitigated Negative Declarations (MNDs)
- National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) support
- Notices of Intent (NOIs)
- Vector Control
- Water Resource Control Board permitting and compliance
- Underground Storage Tank (UGST) Reports
- Leaking Underground Storage Tank Reports
- Areas of Potential Impact (API) Maps
- Findings of Effect (FOE) Reports

H. TESTING SERVICES

Consultants cannot bid on H alone; proposals must be for the sub-category.

H-1 Geotechnical, Engineering Geology and Materials Testing (on-site and laboratory)

Consultant shall be licensed in the State of California as Geotechnical Engineers or Engineering Geologists.

Consultant shall provide Geotechnical, Engineering Geology, and Materials testing (on-site and laboratory) Services to include:

- Testing City soils, grading, slopes, and hydrogeology,
- Testing for mold and hazardous material content
- Testing construction materials prior to use at sites
- Testing demolition materials prior to removal and disposal

Note: Consultants and their key personnel assigned to City projects under this Specialty Category shall be licensed in the State of California for Geotechnical Engineering or Engineering Geology.

PART 3: SPECIAL PROVISIONS

1. A City Designated Representative (CDR) must approve all Consultants' Key Personnel assigned to City projects.

2. Consultants that will provide services for City administered, federally funded projects must maintain Caltrans Certification and complete all testing in compliance with the City's Quality Assurance Program (QAP).
3. Consultants must pay prevailing wages, as applicable, to all Key Personnel assigned to City projects, in accordance with California Labor Code § 1770-1781 and maintain documentation that they have done so.
4. Business License Requirement. Prior to commencing any work on a specific project, Consultants shall obtain a City of Pomona Business License and shall maintain a current City business license throughout completion of specific projects. A business license will only be required when a Consultant/Firm is selected for a project.
5. General. All communication from Consultants that the City has under contract (i.e. purchase orders, letters, emails, etc.) shall identify the Consultant/Firm as being under contract with the City of Pomona, such identification shall appear on all communications from City contracted Consultants.

CONTRACT PERIOD

The term of the Consultant Team Master Agreement will be three (3) years.

Selection as a Consultant Team member will allow Consultant(s) to be considered for participation in the proposal process for a variety of projects commencing over the term of the Consultant Team agreement. No guarantee is made by any statement within this RFP, the Pomona City Code, nor the terms of the Master Agreement that any Consultant Team member shall be selected to perform work on any project.

REQUIRED PROPOSAL FORMAT

Proposal(s) Submittal

- Consultants/Firms submitting proposals for more than one Specialty Category outlined in this RFP must prepare and submit an independent proposal for each Specialty Category in separate, labeled envelopes.
- In the sealed Proposal Envelope, submit one (1) binder clipped original (clearly labeled as such) and five (5) stapled copies of the proposal. Proposals are to have binder clips and staples only with no other binding, folders, binders, etc.
- Proposal Envelopes shall be clearly labeled with the Consultant's/Firm's name, "City of Pomona Consultant Team," and the Specialty Category Code and Title. For example: *AXO Civil Engineering Design Specialists, Inc. "City of Pomona Consultant Team" A-1— Civil Engineering Design.* (See sample label included as Exhibit E with this RFP.)

Fee Quotation Submittal

- Consultants submitting fee quotations for more than one Specialty Category outlined in this RFP must prepare and submit a separate Fee Quotation for each Specialty Category for which a proposal is being submitted.
- In a sealed Fee Quotation Envelope (separate from the Proposal Envelope), submit one (1) original (clearly labeled as such) and five (5) copies of the Fee Quotation.
- Fee Quotation Envelopes shall be clearly labeled with the Consultant's/Firm's name, "City of Pomona Consultant Team," and the Special Category Code and Title. For Example: *AXO Civil Engineering Design Specialists, Inc. "City of Pomona Consultant Team" A-1—Civil Engineering Design Fee Quotation.* (See sample label included as Exhibit E with this RFP.)
- Fee quotations shall be presented in hourly rates for key personnel (by position or title) to be assigned to City projects. Hourly rates shall include all indirect costs such as overhead and profit. State specific items for which expense reimbursement will be sought and at what cost (e.g., reproduction/copying/printing, mileage, etc.)
- Hourly fees shall remain fixed for the duration of the three (3)-year Agreement.
- Consultants shall include the following statement on the Fee Quotation: *"Hourly rates and charges shall remain fixed for the duration of the three (3)-year Agreement, unless otherwise negotiated and agreed to by the City of Pomona."*

Required Proposal Components

Responses to this RFP will be used to assess each Consultant's/Firm's general qualifications, as they apply to the City of Pomona's needs, and to evaluate responses to each Specialty Category and Scope of Services approaches. Each proposal must contain the following:

1. **Table of Contents:** Provide a Table of Contents which outlines the contents of the Proposal and the page numbers for Proposal components. (See Sample included as Exhibit G with this RFP.)
2. **Cover Letter:** Provide a maximum two (2) page letter (12 point standard font, single spaced) that includes the Consultant's/Firm's full, legal name, street address, web address (if applicable), telephone number, the name of the Principal Contact person for the Specialty Category, a telephone for the Principal Contact person, and an email address for the Principal Contact person.

State the Specialty Category Code and Title for which the proposal is being submitted within the Cover Letter. For example: *AXO Civil Engineering Design Specialists, Inc. "City of Pomona Consultant Team" A-1—Civil Engineering Design.*

Include a brief statement of the Consultant's/Firm's strengths in relation to the Specialty Category for which the proposal is being submitted.

3. **Key Personnel:** Provide a comprehensive list of the Consultant's Key Personnel anticipated to provide services in the Specialty Category for which the proposal is being submitted.
4. **Resumes and California Licenses for Key Personnel:** Provide a resume and all California Licenses for each person listed as Key Personnel anticipated to provide services in the Specialty Category for which the Proposal is being submitted. Expressly identify any Key Personnel who are pre-qualified to work on federally funded projects.

Any personnel who are CalPERS retirees assigned to any projects must be clearly identified. Consultants shall comply with all CalPERS requirements with respect to retirees.

5. **Organization Chart:** Provide an organization chart that identifies Key Personnel and their role within the organization.

If a corporation, include a copy of the Consultant's Board of Director's resolution identifying the name(s) of personnel approved to bind the firm, with signatures, to any Contract resulting from this RFP.

Corporations must include Articles of Incorporation or a Business Entity Detail from the Secretary of State website at <http://kepler.sos.ca.gov/>.

6. **Statement of Qualifications:** Provide a maximum five (5) page summary (12 point standard font, single spaced) of relevant experience, work history, training, and licenses of Key Personnel who are anticipated to provide the services in the Specialty Category for which the Proposal is being submitted.
7. **Scope of Services Approach:** Provide a description of the proposed approach to the Scope of Services for the Specialty Category identified in the cover letter.
8. **References:** Provide three (3) public agency references, dating back not more than five (5) years from the issuance of this RFP, for whom the Consultant/Firm performed services similar to those outlined in this RFP and identified as the Specialty Category in the cover letter. References must include the service(s) provided and the name, title, and contact information (email address and telephone number) of the public agency representative responsible for overseeing the Consultant's/Firm's work.
9. **Fee Quotation:** IN A SEPARATE CORRESPONDING SEALED ENVELOPE, provide a fee quotation for the hourly rates applicable to all Key Personnel anticipated to provide services in the Specialty Category for which the proposal is being submitted. Provide hourly rates by job classification/title only, including Project Manager where applicable. Hourly rates shall include any overhead and profit. Proposal Fees shall include all anticipated reimbursable expenses.

Hourly rates shall remain fixed for the duration of the agreement, unless otherwise negotiated and agreed to by the City. No specific project is included in the Scope of

Services; individual project costs will be determined on a per-project-basis, at the hourly rates submitted in response to this RFP.

ADDITIONAL REQUIRED DOCUMENTS

- The "Minority Business Questionnaire,"
- "Statement of Non-Collusion by Contractor," and
- "Agreement for Indemnification by Consultant/Contractor/Vendor/Firm and Acceptance and Acknowledgment of Procurement Practices"

These forms are included in the Required Forms section of this RFP and must be completed and signed by a Principal or officer for each Specialty Category for which a proposal is being submitted. All three completed forms must be returned with each proposal. Proposals submitted without all Required Forms will be considered non-responsive and will not be considered for the Contract award.

AWARD CRITERIA

General Provision – The award of contracts shall be at the sole discretion of the City.

Professional Services – Award will be made to the most qualified Consultants for each of the Specialty Categories.

Consultant/Firm Selection – Each proposal shall be evaluated on Consultant's experience, training, and expertise, including that of key personnel; Consultant's service history and reference responses; and the Consultant's proposed Scope of Services Approach. Each proposal must be complete and accurately follow the Required Proposal Format outlined in the RFP.

A Selection Committee comprised of City personnel will review the proposals and rate them based on the criteria described herein.

- 1) Experience—10%
- 2) Training—10%
- 3) Expertise (licenses and certifications)—10%
- 4) References—30%
- 5) Scope of Services Approach—40% (See the Sample Rating Form included as Exhibit H with this RFP.)

Consultants may be requested to give an oral presentation or participate in interviews as part of the selection process.

Upon completing review of all proposals, City personnel will submit a recommendation to the City Council for approval of a list of the top ranked Consultants for each of the Specialty Categories. A Consultant may be selected for one or more Specialty Categories for which a proposal is submitted in response to this RFP. The approved Consultants will comprise the Consultant Team, each of which will enter into a Master Agreement that sets forth the Specialty Category and the hourly rates for providing services on future projects.

It is anticipated that the final selection and notification of the Consultants chosen to be part of the Team will take place before the end of August 2014. Further instructions will be included with notifications to be sent to the selected Consultants.

No guarantee is made by any statement within this RFP, the Pomona City Code, nor the terms of the Contract that any Consultant Team member shall be selected to perform any work on any project. Consultants Team members shall be requested to provide proposals for potential individual and/or grouped projects and related work on a rotating basis per City code 2-1003 (c)(3).

Standard Contract – A sample of the City of Pomona’s Master Agreement for Professional Consulting Services is included with this RFP. Selected Consultants are expected to enter into a Master Agreement, with minimal modification upon notification of selection.

Other Legal Requirements – In addition to the requirements set forth in the Master Agreement for Professional Consulting Services, there may be other legal requirements with which Consultants must comply on a per project basis. Any such City requirement shall be provided to Consultants prior to their submitting a proposal for a project.

TERMS and CONDITIONS

Applicable Laws – The laws of the State of California will govern the contract. The applicable law for any legal dispute arising out of the contract shall be the law of the State of California. The Bidder shall comply with all federal, state, county and local laws concerning this type of commodity/service. All systems provided by the Bidder shall comply with all applicable federal, state, and local building, fire, safety, and electrical codes and all relevant industry standards.

In accordance with the City of Pomona’s federal financial assistance agreements with the U.S. Department of Transportation and Caltrans, the City of Pomona must comply with Title 49 CFR Part 26; Participation by Disadvantaged Business Enterprises in the Department of Transportation Programs. Further DBE requirements will be provided to Consultants on a per project basis for applicable projects.

Equal Employment Opportunity – The Bidder shall comply with all applicable state and federal laws addressing Equal Employment Opportunity.

Conflict of Interest – Except for items that are clearly promotional in nature, mass produced, trivial in value and not intended to invoke any form of reciprocation, employees of the City of Pomona may not accept gratuities, entertainment, meals of anything of value whatsoever from current or potential suppliers. The offer of such gratuity to an employee of the City shall be cause for declaring such supplier to be an irresponsible proposer and preventing him from bidding as provided in Sections 2-974 and 2-975 of the City Code of the City of Pomona.

Independent Contractor Status – It is expressly understood that the Bidder named in any contract entered into by the City is acting as an “independent contractor” and not as an agent or employee of the City of Pomona.

Default of Contractor/Consultant – The City of Pomona shall hold the Bidder responsible for any damage that may be sustained because of the failure or neglect of the Bidder to comply with any term or condition listed herein.

Permits and Licenses – The Bidder shall secure or maintain in force during the period covered by any contract resulting from this specification all licenses and permits required by law for the operation of their business including a Pomona Business License.

Appropriation of Funds – If the term of this agreement extends into fiscal years subsequent to that in which it was approved, such continuation of the contract is subject to the appropriation of funds for such purpose by the City of Pomona City Council. If funds to effect such continued payment are not appropriated, the Bidder agrees to terminate any goods or service supplied to the City under this agreement.

Assignment – The Bidder shall, under no circumstances, assign any contract issued as a result of this proposal by any means whatsoever, or any part thereof to another party without express written permission of the City of Pomona.

Award of Contract – Award of any contract arising from any proposal submitted as a result of this RFP may require approval by the City of Pomona City Council as prescribed by City Ordinances and Codes. All awards require a City of Pomona Purchase Order prior to work or delivery. If, after award of contract, Consultant provides additional terms or conditions, the award shall be considered VOID.

Signed Submission of Proposals – The submission of proposals must be signed in longhand by the Bidder with his/her usual signature. Submission of proposals by partnerships must be signed with the partnership name by the principal partner, followed by the signature and designation of the person signing; submission of proposals by corporations must be signed with legal name of the corporation of president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature.

Addendum to the RFP – If it becomes necessary to revise any part of this RFP, an addendum to the RFP will be posted on the City’s website (see “Bid Submittal Instructions”). All addenda issued during the time of bidding will be incorporated into any resulting contract.

Late Submission of Proposal – Any submission of proposals received after the due date and time specified in this RFP will not be considered.

Withdrawal of Submission of Proposals – Any Bidder may withdraw his/her submission of proposals, either personally or by written or facsimile request at any time prior to the time set for the proposals opening, provided that written confirmation of any facsimile withdrawal of the signature of the Bidder is placed in the mail and postmarked prior to the time set for the opening thereof. Negligence on the part of the Bidder in preparing his/her submission of proposals confers no right of withdrawal or modification of his/her submission after such submission has been opened.

Rejection of Submission of Proposals – The RFP does not commit the City of Pomona to award any contract. The City reserves the right, at its sole discretion, to reject any or all proposals without penalty, to waive irregularities in any proposals or in the RFP procedures, and to be the final judge as to which is the responsible, qualified proposal. Any proposal that contains items not specified, items that are incorrect, that does not complete all the items scheduled, or does not respond to items in the manner specified in this RFP, and proposals received by telephone or facsimile, may be considered non responsive and may be rejected on these bases in the sole discretion of the City. Proposals offering less than 90 days for acceptance from the proposed closing date may be considered non-responsive and may be rejected.

Non-acceptance of any proposal will not imply any criticism of the proposal or convey any indication that the proposal was deficient. Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City of Pomona, or that no proposal was deemed acceptable.

Public Information – After the date specified for the opening of the RFP, all materials received relative to general service proposals become public information and are available for inspection. Professional service proposals become public upon award of contract. The City reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

Bidder's Cost to Develop Proposal – Costs for developing proposals in response to this RFP are entirely the obligation of the Bidder and shall not be chargeable in any manner to the City of Pomona.

News Releases – The Bidder shall not make news releases pertaining to an award resulting from proposals made in response to the RFP without the prior written approval of the City of Pomona Finance Director. In addition, the successful Bidder must agree not to release any advertising copy mentioning the City of Pomona or quoting the opinion of any City employee without written approval by the City of Pomona Finance Director.

Right to Negotiate Proposals – The City of Pomona reserves the right to negotiate any price or any provision, accept any part, or all parts of any and all proposals whatever is in the best interest of the City and the taxpaying public. Bidders are encouraged to submit their best prices in the proposal as negotiations may only occur with the lowest responsible bidder for general services. For professional services, fees may be negotiated with the most qualified proposer.

Unauthorized Use of City Seal or Logo – Section 2-5(3)a of the Pomona City Code prohibits the use of the City's Seal or Logo, or any reproduction thereof, for any purpose other than for official business of the City, its council, officers or departments.

INSURANCE REQUIREMENTS

A. INDEMNITY

Consultant/Contractor/Vendor/Firm hereby agrees to indemnify, including the cost to defend City of Pomona, 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, expert costs, expert fees and other all expenses incurred by the City of Pomona 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/Contractor/Vendor/Firm 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 the City of Pomona or the agents, servants, or independent contractors who are directly responsible to City of Pomona, or arising from the active negligence of City of Pomona.

B. INSURANCE

The CONSULTANT/CONTRACTOR shall maintain throughout the duration of the term of the Agreement, liability insurance covering the CONSULTANT/CONTRACTOR 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/CONTRACTOR'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/CONTRACTOR's insurance policies shall be primary as respects any claims related to or as the result of the CONSULTANT's/CONTRACTOR'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 (applies only to professional service contract):

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

General Liability:

- | | |
|-------------------------------------|-------------|
| a. General Aggregate | \$2,000,000 |
| b. Products Comp/Op Aggregate | \$2,000,000 |
| c. Personal and 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/CONTRACTOR 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/CONTRACTOR for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the CONSULTANT/CONTRACTOR.

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/CONTRACTOR shall immediately advise CITY of any litigation that may affect these insurance policies.

C. CHANGES

The Consultant/Contractor 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/Contractor for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the Bidder. 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.

DEFINITIONS

In accordance with Section 2-961 of the Pomona City Code, the following words, terms and phrases have the meanings ascribed to as follows:

Most qualified bidder. The "most qualified bidder" will be determined by consideration of the following factors:

- (1) Qualifications, background, and prior experience of the firm in performing services for similar projects.
- (2) Experience, organization, and technical skills to successfully accomplish the project's scope of services and objectives.
- (3) Overall project design and methodology.
- (4) The responsiveness of the proposal to the tasks to be performed as identified in the "Scope of Services" section.
- (5) The timeliness and speed with which the Consultant can complete the scope of services.
- (6) The comprehensiveness and rationale of the project work plan.
- (7) Past performance on contracts with business or government agencies in terms of quality of work and compliance with schedules. This will be evaluated based on a check of references.
- (8) An evaluation of the approach and related costs.

Nonresponsive bidder means an offer, submitted by a bidder, to furnish supplies, equipment or services that are not in conformity with the specifications, delivery terms or conditions or other requirements specified in the invitation for bids.

Nonresponsible bidder is a bidder that provides a bid but fails to demonstrate their capacity (financial or otherwise) to provide the supplies, equipment or service as specified in the bid.

Professional services means those services provided by an individual, firm, partnership, or corporation as an independent contractor and which are of a technical and/or unique nature which require persons who are exceptionally qualified by education or experience to perform

administrative, technical or advisory services which do not involve the delivery of a specific end product other than reports, plans, documents or specifications. By way of illustration but not limitation, the following services are considered as professional: general management consulting, personnel consulting, architecture, accounting, land surveying, landscape architecture, law, medicine, engineering, research, studies of government operations and procedures and training. Services exempt from this definition include various types of testing services, real estate appraisers, equipment repair specialists, janitorial services and security service.

Responsible bidder means a bidder who submits a responsive bid and who is not only financially responsible, but also possesses the resources, judgment, skill, ability, capacity and integrity requisite and necessary to perform the contract according to its terms.

Responsive bid means a proposal, submitted by a responsible bidder, to furnish supplies, equipment or services in conformity with the specifications, delivery terms and conditions and other requirements specified in the invitation for bids.

Services means any and all services, including but not limited to the repair or maintenance of equipment, machinery and other property. This term does not include services rendered by City officers or employees or architectural or other professional services which by their nature do not lend themselves to normal competitive procedures.

SAMPLE MASTER AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS MASTER AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES (hereinafter referred to as AGREEMENT) is entered into by and between the CITY OF POMONA, hereinafter referred to as the “CITY,” and _____, a _____ Corporation, hereinafter referred to as “CONSULTANT.”

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

1. **TERM.** This Agreement shall be for a term of three (3) years commencing on xxxx xx, 20xx, through xxxx xx, 20xx.

2. **REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICE.** The representatives 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:

Matt Pilarz, P.E., Senior Civil Engineer/Acting City Engineer
City of Pomona
505 South Garey Avenue
Pomona, CA 91766
PH: (909) 620-2440
Fax:
e-mail:

B. The principal representative of the CONSULTANT shall be:

Principal Representative’s Name, Title
Company Name
Company Street Address
Company City, State, Zip
PH: (xxx) xxx-xxxx
Cell: (xxx) xxx-xxxx
Fax: (xxx) xxx-xxxx
e-mail:

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.

E. xxxxxx, Senior Civil Engineer is the City’s Project Manager (“CPM”), whose duties include, but are not limited to, overseeing CONSULTANT’s performance of the Scope of Services pursuant to any Engagement Letter entered into between the CITY and CONSULTANT.

3. **RETENTION.** The CITY retains CONSULTANT to act as such for CITY to perform such consulting services as may be requested of it by the CITY. CONSULTANT agrees to render such services as on the terms and conditions herein stated.

4. **SCOPE OF SERVICES.** The scope of such services for which CONSULTANT may be retained under this Master Agreement is that for Specialty Category _____ (e.g., A-4, Traffic Engineering), as set forth in the attached Scope of Work, which is made Exhibit “A” to this Agreement.

Actual work to be commenced for any and each project shall be identified and agreed to by the parties in a project-specific letter agreement signed by both parties (“Engagement Letter”) defining the Specialty Category and Title stated above. The Engagement Letter shall define the scope of work for such project, the project cost/budget, and the project deadline.

5. **COMPENSATION.** The CITY agrees to pay CONSULTANT for services set forth in any Engagement Letter entered into by the Parties under the Specialty Category stated in paragraph 4, subject to all terms and conditions contained in this Master Agreement. CONSULTANT agrees that the hourly fees for services, set forth in the Fee Schedule attached hereto as Exhibit “B,” shall not be increased during the term of this Master Agreement, unless the CITY has given specific advance approval in writing.

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 CONSULTANT’S 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 protect, indemnify and hold CITY and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all other expenses incurred by the CITY to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the CITY, death or damages to property (including property of the CITY) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of the CITY. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the CITY or to enlarge in any way the CONSULTANT’S liability but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from CONSULTANT’S negligent performance hereunder.

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. 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/CONTRACTOR 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 a total amount equal to the service CONSULTANT has provided to the City's satisfaction, as solely determined by the City as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT or the value of services provided as of date of termination.

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 CONSULTANT has provided to the City's satisfaction, as solely determined by the City 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.** 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,

City of Pomona Consultant Team – Bid Specification No. 2014.09

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.

18. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this AGREEMENT, CONSULTANT/CONTRACTOR 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 dates set forth below.

ATTEST:

THE CITY OF POMONA

City Clerk

By: _____
City Manager

Date: _____

APPROVED AS TO FORM:

CONSULTANT

City Attorney

By: _____
Title: _____

Date: _____

Approved by City Council on _____

EXHIBIT—A

Scope of Services

The scope of such services for which CONSULTANT may be retained under the AGREEMENT is set forth and which includes the following Specialty Category(ies):

_____ [e.g., A-4 Traffic Engineering].

The actual work to be commenced for each project shall be identified by the parties in a project-specific letter agreement signed by both parties defining the project scope and estimated compensation for such project (“Engagement Letter”). Such Engagement Letter shall identify the Specialty Category Code and Title as indicated in the Scope of Services which will be undertaken by CONSULTANT for the work to be performed on the project. The parties agree that the Engagement Letter shall more expressly define the Scope of Services for such project, the project cost/budget, and the project deadline.

At the time of entering into an Engagement Letter, CONSULTANT shall be required to furnish: 1) a copy of the current City of Pomona Business License, 2) a current Certificate of Liability Insurance, and 3) a 700 Form (available on the City of Pomona website).

EXHIBIT—B

COMPENSATION

I. GENERAL

Pricing for each project performed hereunder shall be based on than the hourly rates set forth in this EXHIBIT B (approved hourly rates from proposal) and shall remain firm for the entire term of the three (3) year Agreement. Total price for work performed on the project shall not exceed the amount authorized by City Code Section 2-1003(c).

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. CONSULTANT shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. CONSULTANT shall provide invoices with sufficient detail to ensure compliance to pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rates(s), and material costs.

CONSULTANTS shall submit invoices in hard copy and electronically to: The Project Manager.

Included in the Budget for each project are all ordinary and overhead expenses incurred by CONSULTANT and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth in the final accepted proposal provided on a per-project basis shall not exceed the amount set forth in the Purchase Order issued for the project, including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

CONSULTANTS submitting expenses reimbursement requests to the City shall include on their invoices detailed information including description, date of the expense, business purpose and amount. Contractor shall attach supporting documents substantiating the expense such as itemized receipts, paid invoices or paid credit card statements (if description has sufficient detail). Any request for travel-related expense reimbursement must be pre-approved by the City.

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under terms of this Agreement.

CONSULTANT and CONSULTANT's Contractor's invoicing shall include all information as required by City. All invoicing associated with these projects shall clearly show (retention items below are typically only applicable to Contractor's invoices):

1. Project Name
2. Project Number
3. Specialty Category Code and Title
4. Purchase Order Number
5. Invoice Date
6. Invoice Number (Unique and Progressive)

7. Progress Payment Number
8. Original Total Contract Amount
9. Gross Earnings to Date
10. City agreed total project percent complete for Consultant
11. Revised Earnings amount based on City agreed percent complete for Consultant
12. Invoice amount based on revised earnings for Consultant
13. Payment for this Invoice
14. Consultant Invoice on Consultant Letterhead
15. City's Monthly Payment Estimate by Consultant with approval by City
16. Original Signature's
17. Back-Up Documents
18. Task item details, extensions, and sub-totals based on compensation rate schedule, hours worked by named and rated staff, and agreement scope tasks for Consultant
19. Original Invoice
20. Faxed copies of the above documents shall NOT be processed for payment.

II. FEES SCHEDULE

(To be attached)

EXHIBIT—C
WRITTEN DETERMINATION

I, Linda Lowry, City Manager of the City of Pomona (“CITY”) have made the following determination with regard to economic interest disclosure requirements for _____ (name of CONSULTANT/ CONTRACTOR/ VENDOR), pursuant to the Conflict of Interest Code adopted by CITY:

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

- CONSULTANT/ CONTRACTOR/ VENDOR has been hired to perform a range of duties that are limited in scope and thus CONSULTANT/ CONTRACTOR/ VENDOR 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, CONSULTANT/ CONTRACTOR/ VENDOR need only provide economic interest disclosure under the following categories*:
 - CATEGORY I: Business interests and Investments

 - CATEGORY II: Supply Sources

 - CATEGORY III: Contractors

 - CATEGORY IV: Geographic location

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

- CONSULTANT/ CONTRACTOR/ VENDOR is not required to comply with Disclosure requirements based on the following:
 - Duties of CONSULTANT/ CONTRACTOR/ VENDOR under this AGREEMENT are not applicable to Conflict of Interest Code

 - Other: _____

Date: _____

Linda Lowry, City Manager

DESIGNATED EMPLOYEE CATEGORIES

- I. This category applies to individuals that make, or participate in making, decisions that may have a material effect on their financial interest(s) in:
- a. businesses in which the individual holds an investment or business position¹;
 - b. sources of income; or
 - c. real property.

Individuals subject to this category need not disclose under Category II or III. Individuals subject to this category must disclose any of the following financial interests within the City and within two miles of City boundaries:

- a. investments in business entities²;
- b. business positions held;
- c. sources of income; and
- d. interests in real property.

- II. This category applies to individuals that make, or participate in making, decisions that involve the purchase of services, supplies, materials, machinery or equipment.

Individuals subject to this category must disclose any of the following financial interests in business entities which provide services, supplies, materials, machinery, equipment, or technology of the type utilized by the City:

- a. investments in business entities;
- b. business positions held; and
- c. sources of income.

- III. This category applies to individuals that make, or participate in making, decisions that involve contracting for services including, but not limited to:

- a. professional services;
- b. vendor services;
- c. consulting services; and
- d. contractor services.

Individuals subject to this category must disclose any of the following financial interests in business entities which provide contract services, of the type utilized by the City:

- a. investments in business entities;
- b. business positions held; and
- c. sources of income.

- IV. This category applies, as applicable, to commissioners. Individuals subject to this category must disclose:

- a. all investments in, interest in, or income from, real property located within the jurisdiction of the respective board or commission and five hundred feet contiguous thereto; and
- b. all investments in, interest in, or income from, any business entity:
 - i. in which the person holds a business position; and
 - ii. that is either: A) within the jurisdiction of the respective board or commission and five hundred feet contiguous thereto; or B) conducted business within the jurisdiction of the respective board or commission and five hundred feet contiguous thereto, at any time during the two years prior to the date of filing the Statements of Economic Interest.

¹ “Business positions” shall include, but not be limited to, a role as a director, officers, partner, trustee, employee, or any management position.

² “Business entities” shall include, but not be limited to, sole proprietorships, partnerships, and corporations.

EXHIBIT—D

The Contracted Vendor shall furnish the City certificates of insurance prior to the execution of the contract demonstrating that the following coverage is in effect and in accordance with the specifications.

The CONTRACTOR shall maintain throughout the duration of the term of the Agreement, liability insurance covering the CONTRACTOR and designating CITY including its elected or appointed officials, directors, officers, agents, employees, volunteers, or CONTRACTORS, 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 CONTRACTOR'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 CONTRACTOR's insurance policies shall be primary as respects any claims related to or as the result of the CONTRACTOR's work. Any insurance, pooled coverage, or self-insurance maintained by the CITY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or CONTRACTORS shall be non-contributory.

General Liability:

a.	General Aggregate	\$2,000,000
b.	Products Comp/Op Aggregate	\$2,000,000
c.	Personal and 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
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The CONTRACTOR 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 CONTRACTOR for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the CONTRACTOR.

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. CONTRACTOR shall immediately advise CITY of any litigation that may affect these insurance policies.

EXHIBIT—E
SAMPLE PROPOSAL AND FEE QUOTATION LABELS

Each sealed envelope must be labeled with the Consultant’s/Firm’s name, the RFP Title, AND the Specialty Category Code and Name. The labels must also identify whether the envelope contains the proposal or the fee quotation.

Sample Proposal Envelope Label

AXO Civil Engineering Design Specialists, Inc.
Pomona, CA

“City of Pomona Consultant Team”

A-1—Civil Engineering Design
Proposal

Sample Fee Quotation Envelope Label

AXO Civil Engineering Design Specialists, Inc.
Pomona, CA

“City of Pomona Consultant Team”

A-1—Civil Engineering Design
Fee Quotation

EXHIBIT—F
SAMPLE FEE QUOTATION

AXO Civil Engineering Design Specialists, Inc.
1234 Main Street, Pomona CA 91769
(909) 555-5555
www.axocivilengineering.com

Date, 2014

**Subject: Fee Quotation for “City of Pomona Consultant Team”
Specialty Category: A1—Civil Engineering Design**

AXO Civil Engineering Design Specialists, Inc. is please to present the following fee quotation for providing Civil Engineering Design services as outlined in RFP 2014.09.

Our hourly fees/rates include all indirect costs associated with providing service to the City of Pomona.

<u>Classification</u>	<u>Hourly Rate</u>
Project Manager	\$95.00
Designer	\$85.00
CADD/Field Technician	\$75.00
Technical Support Provider	\$50.00

Our hourly fees/rates shall remain fixed for the duration of the three (3)-year Agreement, unless otherwise negotiated and agreed to by the City of Pomona.

We appreciate the City’s consideration of AXO Civil Engineering Design Specialists, Inc. to meet the City of Pomona’s Civil Engineering Design needs.

Sincerely,

John Doe

John Doe
President
AXO Civil Engineering Design Specialists, Inc.

EXHIBIT—G
SAMPLE TABLE OF CONTENTS

AXO Civil Engineering Design Specialists, Inc.

“City of Pomona Consultant Team” A1—Civil Engineering Design

Proposal Table of Contents

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(Hourly rates/fees quotation is provided under separate cover.)

EXHIBIT—H
SAMPLE RATING FORM

City of Pomona Consultant Team
Proposal Rating Form
2014

Consultant's/Firm's Name: _____

Selection Committee Member's Name: _____

Criteria	Percentage Weight	Points Possible	Points Awarded
Experience	10%	10 (1-10)	
Training	10%	10 (1-10)	
Expertise (Licenses and Certifications)	10%	10 (1-10)	
Reference 1	10%	10 (1-10)	
Reference 2	10%	10 (1-10)	
Reference 3	10%	10 (1-10)	
Scope of Services Approach	40%	40 (1-40)	
Total Points Awarded (100 Maximum Possible)			

Committee Member's Comments: _____

**THE FOLLOWING FORMS
ARE REQUIRED TO BE
SUBMITTED WITH BID**

CITY OF POMONA



MINORITY BUSINESS QUESTIONNAIRE

Name of Business: _____

Division or Subsidiary, if applicable: _____

Business Address: _____

Business 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: _____

Date: _____

CITY OF POMONA

Statement of Non-Collusion by Contractor



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

- a. All statements of fact in such bid or proposal are true;
- b. 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. Such bid or proposal is genuine and not collusive or sham;
- d. 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. Bidder 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. Bidder 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. Bidder 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. Bidder did not provide, directly or indirectly to any officer or employee of the City of Pomona any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.
- i. 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. No officer or principal of the undersigned firm nor any subcontractor 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 on, 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)

Business: By: _____
(Signature)

Address: _____
(Print Name and Title)

CITY OF POMONA

Agreement for Indemnification by Contractor/Vendor and Acceptance and Acknowledgment of Procurement Practices of the City of Pomona



The City of Pomona requires contractors and suppliers of services to the City to agree to indemnify and hold the City of Pomona harmless for claims or losses arising from, or in connection with, the contracting party's work for the City of Pomona before a Purchase Order is issued.

To reduce the possibility of misunderstanding between contracting parties and the City in case of a claim or lawsuit, the City of Pomona is requiring that contracting parties who perform services for the City sign this letter. This letter will act as and become a part of each Contract/Purchase Order between the City of Pomona and the contracting parties signing the letter for the duration of the contract term and any extensions thereto.

In consideration of the opportunity of doing work for the City of Pomona and benefits to be received thereby, the contracting party to this agreement agrees as follows:

1. That where a contract, purchase order or confirming order is issued by the City of Pomona awarding a contract, this Letter Agreement is to be considered part of that contract.
2. Contractor agrees to indemnify the City of Pomona, and any officer, employee or agent, and hold the City of Pomona, and any officer, employee or agent, thereof harmless from any and all claims, liabilities, obligations and causes of action, of whatsoever kind or nature, for injury to, or death of, any person (including officers, employees and agents of the City of Pomona), and for injury or damage to or destruction of property (including property of the City of Pomona), resulting from any and all actions or omissions of contractor or contractor's employees, agents or invitees, or any subcontractor of contractor or any of such subcontractor's employees, agents or invitees.
3. That the contracting party specifically waives the benefits and protection of Labor Code Section 3864 which provides: "If an action, as provided in this chapter, is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person or settlement by such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement so to be executed prior to the injury." This waiver will apply to the contracting party to this letter to any contracts awarded by the City of Pomona during the term of this Agreement and any extensions thereto.
4. That this Agreement has been signed by an authorized representative of the contracting party, and such representative has the authority to bind the contractor/vendor to all terms and conditions of this Agreement.
5. That this Agreement shall be binding upon the successors and assignees of the contracting party to any contract with the City of Pomona. As a condition precedent to acceptance, any contacts from the City of Pomona and contracting party agree to advise its successors or assignees of this Agreement and to obtain their consent to it in writing before the work of the representative successor or assignees begins. Such assignment shall not be effective without the prior written consent of the City of Pomona.
6. To promptly notify the City of Pomona of any change in ownership of the contracting party while this Agreement is in force.

This letter Agreement cannot be modified or changed without the express written consent of the City of Attorney of the City of Pomona.

I agree to the terms of this Letter Agreement on behalf of:

Business: _____ By: _____
(Signature)

Address: _____
(Print Name and Title)

Date: _____