



**CITY OF EAST PALO ALTO  
COMMUNITY DEVELOPMENT DEPARTMENT  
ENGINEERING DIVISION**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES**

**PROJECT TITLE:**

**Bay Road Improvements Project, Phase II & III  
Planning, Environmental Assessment and Design  
Capital Improvement Program Number CIP-ST-05 & CIP-ST-06**

**MANDATORY PRE-PROPOSAL MEETING:**

**Wednesday, June 20, 2012, 11:00 A.M.**

**RFP SUBMITTAL DEADLINE:**

**Tuesday, July 12, 2012, 2:00 P.M.**

**CONTACT INFORMATION**

Kamal Fallaha, PE

City Engineer

(650) 853-3189

[kfallaha@cityofepa.org](mailto:kfallaha@cityofepa.org)

City of East Palo Alto  
Community Development Department  
1960 Tate Street  
East Palo Alto, CA 94303  
(650) 853-3189

**REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES  
Capital Improvement Program Number ST-05 & ST-06**

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**Bay Road Improvements Project, Phase II & III  
Planning, Environmental Permitting and Design**

**SECTION I - INTRODUCTION**

The City of East Palo Alto is seeking proposals from qualified and experienced firms to provide engineering, environmental permitting and design services, for the Bay Road Phase II & III Improvements Project (“Project”), between Clarke Avenue and Cooley Landing, in the City of East Palo Alto. The Project will support a mixed-use, transit, bicycle and pedestrian friendly downtown district that the City can be proud to call its Town Center. The concept is for smart growth and livable communities by incorporating into the design opportunities for walking, bicycling and use of mass transit as viable transportation choices.

The Project will include:

- existing and new sidewalks and related pedestrian facilities improvements;
- concrete and asphalt pavements improvements;
- striping, pavement markings, and geometrics improvements;
- bicycle and mass transit access and facilities improvements;
- conflicting utilities relocation or modifications, including water, sewer, storm drainage and joint utilities;
- existing storm drainage facilities improvements to provide proper drainage; and
- landscape improvements.

Some downstream improvements to drainage facilities may be necessary to maintain proper drainage along Bay Road consistent with current engineering standards of practice. The Project design should consider and support the Ravenswood Business District (RBD) and the uses envisioned in the Ravenswood Four Corners Specific Plan (the Plan). The basis of design for the Bay Road Improvements will be the Draft Engineering Plan for the Ravenswood Business District (DEPLAN).

The main goal of this RFP is to identify a qualified firm that will provide the services necessary to permit and construct the project. The services shall include:

- environmental assessment, analysis, and documentation, including CEQA and NEPA clearance;

- geotechnical investigation and reporting;
- regulatory permitting;
- land surveying;
- Right-of-Way planning and acquisition technical assistance;
- evaluation and design of storm drainage, sewer and water facilities that may conflict with or be necessary to support Bay Road improvements;
- underground joint utilities design to relocate conflicting overhead utilities; and
- preparation of plans, specifications and cost estimates for bidding.

The deliverables should include all permits, construction drawings, specifications and contract documents necessary to construct the project. This is a federally-funded project administered through Federal Highways Administration (FHWA) and the California Department of Transportation (CalTrans). All services provided shall conform to the standards and requirements for federally-funded projects administered by those agencies. The required scope of services and performance conditions are described in Attachment B.

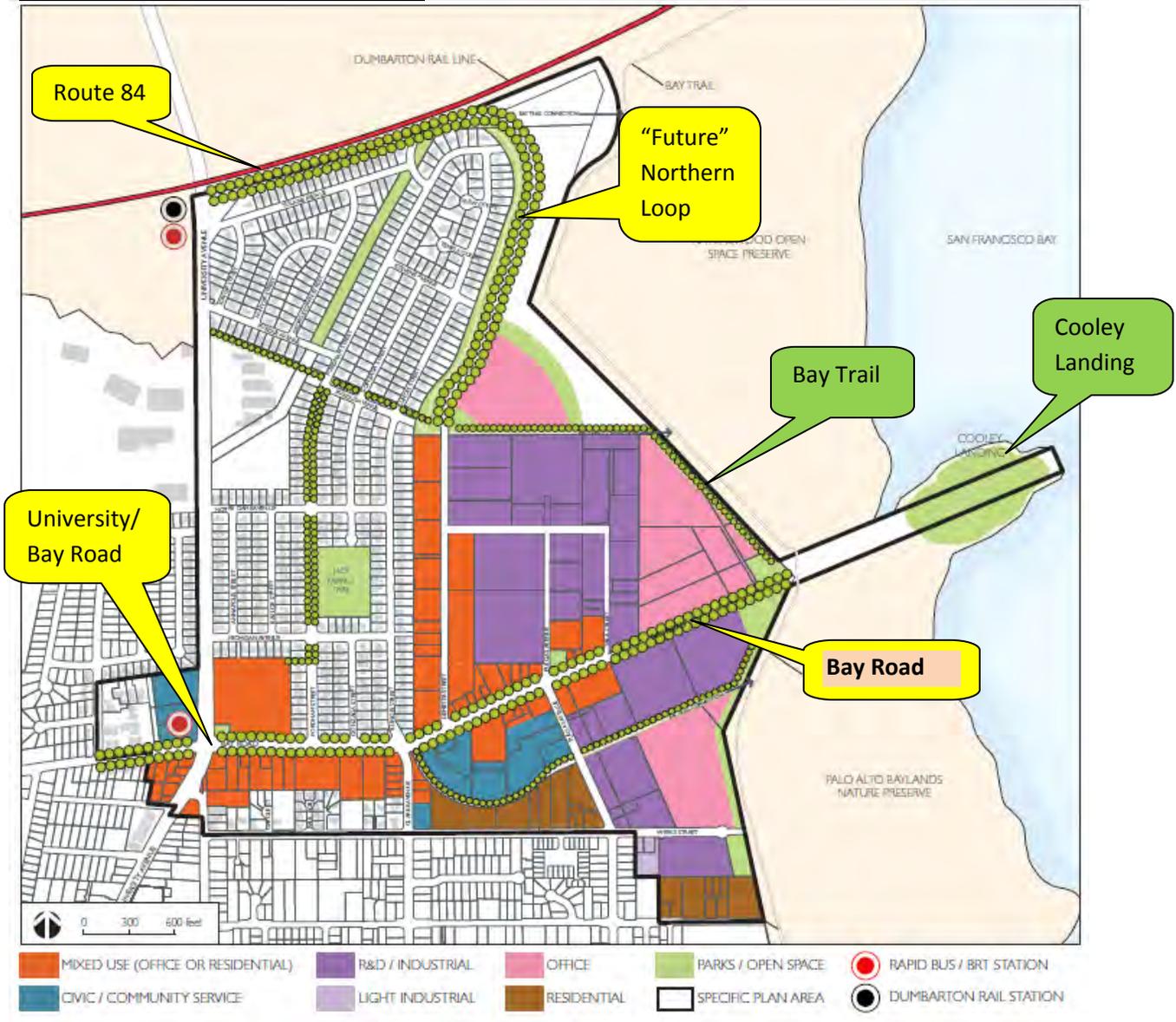
## **1.1 BACKGROUND**

For more than decade, the City of East Palo Alto has been attempting to revitalize the RBD where former industrial facilities now lie inactive. Subsequently, the City received awards for congressional funding to facilitate revitalization of the RBD by improving Bay Road and related facilities that serve the RBD. The City proceeded to develop and construct the Bay Road Phase I as part of a three phase project. Within the past 3 years, the City embarked on a community-driven process to develop and implement the Plan.

In the Plan, the improvement of Bay Road is envisioned as the “Gateway to Ravenswood”. Bay Road is a vital link from the “Heart of the City” at Four Corners (intersection of Bay Road and University Avenue) and to the jobs center or future commercial district at the Ravenswood Business District (RBD). The community-driven Urban Design Study, completed in 2000, concluded that road improvements were critical to accommodating future development, maximizing tax revenues and employment, and improving community services and public infrastructure. The improvement of Bay Road, and related infrastructure, is essential to the successful implementation of the goals and objectives of the Plan and DEPLAN.

Future plans of the RBD call for the addition of a mixed use, retail and residential development at the northeastern corner of Bay Road and University Avenue. Current uses in the RBD include a combination of light and heavy industrial companies, wrecking and storage yards, non-conforming residential uses, and undeveloped parcels. The boundaries and location of the RBD area are presented in Figure 1.

Figure 1, RBD Area Map



Bay Road is the main traffic corridor from the town center at University/Bay Road, through the workplace core of the RBD, terminating at Cooley Landing. Road improvements will also connect the RBD to the San Francisco Bay Trail, which provides pedestrian and bicycle access to Palo Alto along the Baylands.

The segment of Bay Road between University Avenue and Clarke Avenue is a 4 lane roadway with curb and gutter, sidewalk and a landscaped median island. This was constructed in Phase I.

The existing segment between Clarke Avenue and Pulgas Avenue is a 4 lane roadway with curb and gutter, sidewalk and a landscaped median island. The sidewalks in this segment are only 5 feet wide and abut against some of the buildings located adjacent the road.

The existing segment between Pulgas Avenue and Cooley Landing is partially paved and severely deteriorated after years of deferred maintenance and industrial traffic loads. This segment consists of an unmarked 2 lane roadway between Pulgas and Cooley Landing. Most of this segment lacks sidewalks, curb and gutter, and proper storm drainage. Additionally, overhead power and communications lines lie adjacent the existing roadway. This segment will likely require complete reconstruction and street resurfacing, streetscape upgrades, sidewalks and bicycle accessibility improvements, and other improvements.

## **1.2 Statement of Intent**

The Consultant shall perform professional and technical engineering services to prepare quality and approval-ready technical studies, environmental documents, project reports, preliminary engineering plans, detailed project cost estimates and final design documents/ contract documents for this project acceptable to the State, FHWA, the City of East Palo Alto, and other agencies, as appropriate.

## **1.3 Project Description**

The Project consists of three phases of roadway improvements between University Avenue and Cooley Landing. Phase I was completed in 2008 and is not part of the scope of work for this RFP. The proposed Phase II/III project will include the design of the roadway to accommodate new sidewalks, bike lanes, ADA accessibility, lighting, landscaping, and street furniture that shall be consistent with, and extend the improvements completed on Bay Road Phase I (from University to Clarke Avenue).

The Community Preferred Alternative for the RBD, which envisions a walkable downtown along Bay Rd. between the 4 Corners at University/Bay Road and the Bay Trail, includes widening the existing roadway to accommodate bike lanes and wider sidewalks. The intent is for the downtown area to have a mixture of residential, retail, commercial, and community uses that create a pleasant environment with street activities.

The approximate limits of the proposed project are presented in Figure 2.

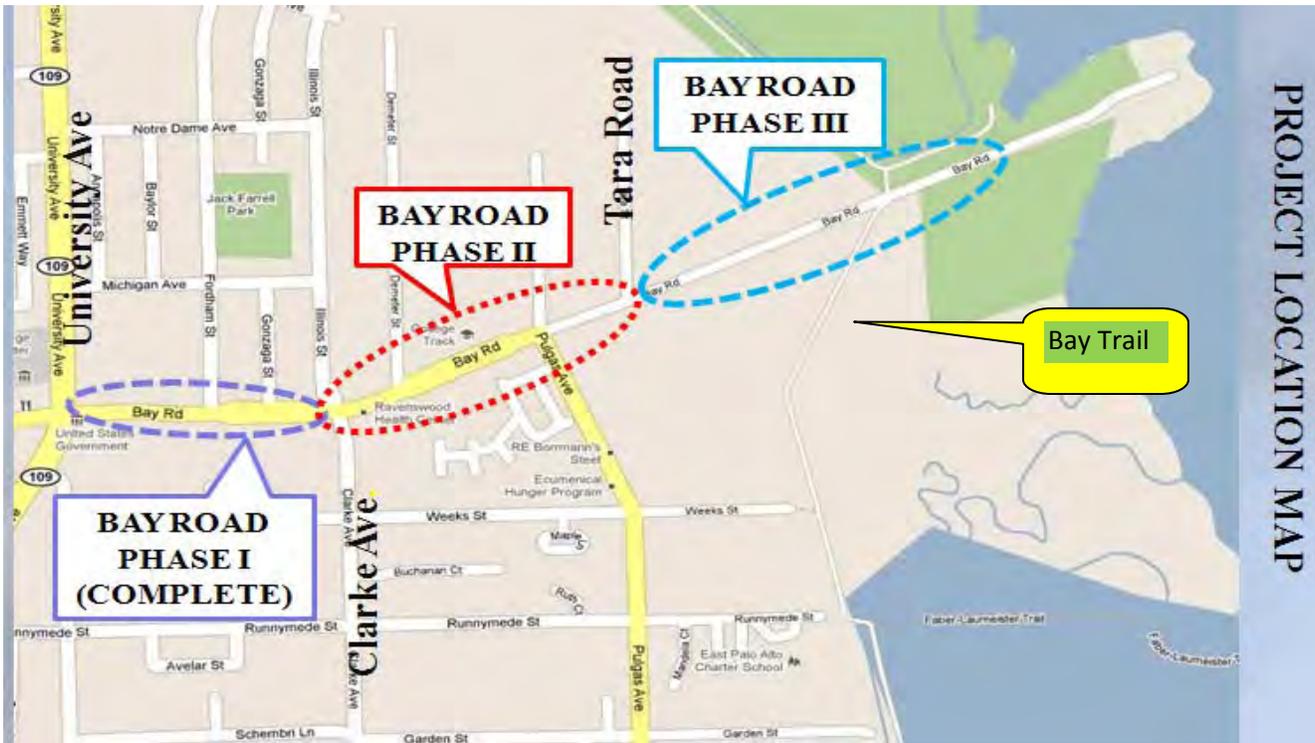


Figure 2. Bay Road, Approximate Limits of Project Phases

The Project shall include the design of general improvements to enhance pedestrian and vehicular safety and to create a “gateway” into the Ravenswood Business District. The proposed project phases to be completed with this funding are summarized as follow:

**i. Bay Road Improvement Project, Phase II**

Bay Road Improvement Project, Phase II, is a continuation of the Phase I improvement project. The proposed Improvements in this phase of Bay Road will implement streetscape and traffic calming from the Intersection of Clarke Ave. to Tara Road. The City will implement the “Complete Streets” design guidelines and Transportation for Livable Community (TLC) standards to provide multi-modal transportation. These improvements include the following:

- Wider pedestrian friendly sidewalks;
- New bike lanes;
- New ADA ramps at all intersections and mid-block crossings;
- Resurfaced and repaired the pavements;
- New traffic striping markings and geometric improvements;
- New bus stop turn outs with concrete pavement pads, bus shelters and other associated facilities;

- Pedestrian friendly street lighting;
- Improved storm drainage and utilities;
- Landscaped medians with new street trees, tree planters, landscaped bulb outs, and streetscape elements;
- Colored concrete pavement (decorative) at intersections;
- Lighted (LED) crosswalks;
- Irrigation system and planting of shrubs and trees in the median and on both sides of the roadway; and
- Pavement striping.

Optionally, the feasibility of including a recycled water distribution pipeline “purple pipe” should be analyzed and considered for inclusion in this design. The proposed improvements will require additional right-of-way acquisition to make the width of Bay Road uniform from University Ave to Tara Road.

## ii. Bay Road Improvements Project, Phase III

Bay Road Improvements Project, Phase III will require close coordination with the on-going Cooley Landing Improvements Project to ensure it addresses the traffic and land uses envisioned in the Specific Plan. Improvements under this phase will include designing the followings:

- New pedestrian friendly sidewalks;
- New bike lanes;
- New ADA ramps at all intersections and mid-block crossings;
- New roadway pavement;
- Pedestrian friendly street lighting;
- New storm drainage collection and conveyance;
- Underground utilities;
- Landscaped bulb outs, tree planters, and streetscape elements;
- Colored concrete pavement (decorative) at intersections;
- Lighted (LED) crosswalks;
- Irrigation system and planting of shrubs and trees on both sides of the roadway; and
- Pavement striping.

The proposed improvements may encounter areas impacted by hazardous waste or otherwise contaminated that require special care and consideration in the design. Communication and coordination with the appropriate regulatory agencies is required, in particular the California Regional Water Quality Control Board.

The Project design shall be closely integrated into the RBD/4 Corners Specific Plan, it will use the DEPLAN as the basis of design, and will support and be complementary to the vision of the Cooley Landing Project.

In addition to the improvements identified above, this project will also include the following design of improvements to existing utilities:

**iii. Storm Drainage Connection and Discharge Improvements**

The Project will include improvement of the existing storm drainage system, including portions of the conveyance downstream connecting from Bay Road to Runnymede drainage outfall structure. These storm drainage system improvements must be designed concurrently with the other Project elements to mitigate potential future flooding on Bay Road, and to ensure the connectivity and proper performance of the underground utilities prior to construction of the overlying Bay Road improvements.

The proposed improvements included in this project will require adjustments to existing inlets and catch basins as needed to collect storm drainage along the new Bay Road alignment, improvements to the existing system to support identified demands, and improvements to connect the gravity flow storm drainage system along Bay Road to the existing Runnymede Street system via Pulgas Avenue.

**iv. Undergrounding of Overhead Utilities**

To clear the roadway public right-of-way, it is anticipated that existing overhead utility lines will need to be relocated in an underground joint utilities trench that will be designed as part of this project. The joint trench shall be designed beneath the proposed roadway and sidewalk on the south side of the roadway alignment. The City is currently discussing the utility undergrounding with PG&E. The Consultant shall coordinate with the utility companies to design the final alignment and placement details for the underground relocation of all overhead utilities lines along Bay Road.

**1.4 Project Funding**

The Project is funded by the US Congress as a High Priority Project (HPP), and administered through FHWA and CalTrans. The Project is listed with the Metropolitan Transportation Commission (MTC) under Transportation Improvement Project (TIP) number SM-07-0004.

**1.5 Existing Conditions**

The existing roads and infrastructure are inadequate to service existing needs and potential development in the RBD. Much of the existing infrastructure does not meet the current minimum standards. The area around Bay Rd. has experienced severe flooding during the winter as a result of inadequate storm drainage facilities. Many sections of the street lack adequate sidewalks, curbs, and gutters. With the addition of sidewalks, bike lanes, and relocated storm drainage facilities, some if not all, water and sewer lines are likely to conflict with other required improvements, such as undergrounding of joint utilities and relocating the storm drainage facilities. Additionally, most of the intersecting streets (Demeter St., Tara Rd, and Pulgas Ave.)

have 6-inch diameter water and sanitary sewer pipes, while the Fire Department and the EPASD require an 8-inch minimum pipe diameter. The sewer and water lines will likely have to be improved concurrently with the other proposed underground improvements to mitigate conflicts and meet current standards, prior to constructing the pavement section of the roadway.

## **1.6 Completed/In-Progress Studies**

The City Council of the City of East Palo Alto adopted the Draft Engineering Plan (DEPLAN) for the Ravenswood Business District (RBD) on March 17, 2009. The DEPLAN will be used as the basis for the design work for the Project to continue the positive momentum from the Bay Rd. Phase I project and to preserve the committed Federal funding.

The DEPLAN is a conceptual plan that provides enough information to determine the general feasibility, but not enough information to answer every detailed question. The selected Consultant shall prepare the design, environmental documents and final construction documents. Some specifics such as pipe size, slope, depth, or alignment contained in the DEPLAN may change as the design is refined. The following documents are available for Consultant's review:

1. Staff Report to City Council, Draft Engineering Plan for the Ravenswood Business District (Adopted October 31, 2008). City of East Palo Alto, [http://www.ci.east-palo-alto.ca.us/economicdev/pdf/DEPLAN\\_CC\\_Staff\\_Report\\_3\\_17\\_09.pdf](http://www.ci.east-palo-alto.ca.us/economicdev/pdf/DEPLAN_CC_Staff_Report_3_17_09.pdf)
2. The Draft Engineering Plan for the RBD (DEPLAN). October 30, 2008. City of East Palo Alto. <http://www.ci.east-palo-alto.ca.us/economicdev/planandinfrast.html#ravenswood>.
3. Draft 4 Corners/Ravenswood Business District TOD Specific Plan and EIR. City of East Palo Alto. <http://www.ci.east-palo-alto.ca.us/economicdev/dumbarton.html>
4. Cooley Landing Plans and Environmental Review Documents. City of East Palo Alto. [www.cooleylanding.org](http://www.cooleylanding.org)
5. Design Documents for Bay Road Phase I.

## **SECTION 2- ATTACHMENTS**

The attachments below are included with this Request for Proposals (RFP) for your review and submittal (see asterisk):

- Attachment A - Proposer's Information Form\*
- Attachment B - Scope of Services
- Attachment C - Sample Agreement for Services
  - Exhibit A: Scope of Services
  - Exhibit B: Insurance Requirements
  - Exhibit C: City of East Palo Alto's Policy Against Discrimination, Harassment And Retaliation
- Attachment D - Sample Table, Qualifications of Firm Relative to City's Needs
- Attachment E - Sample Cost Proposal Format
- Attachment F - Local Agency Proposer UDBE Commitment (Consultant Contract)"  
(Exhibit 10-01)
- Attachment G - Local Agency Proposer DBE Information (Consultant Contract)"  
(Exhibit 10-02)

The items identified with an asterisk (\*) shall be filled out, signed by the appropriate representative of the company and returned with submittal.

## **SECTION 3- INSTRUCTIONS TO PROPOSERS**

### **3.1 Pre-proposal Meeting (Mandatory)**

A mandatory pre-proposal meeting is scheduled for **11:00 a.m. on Wednesday, June 20, 2012** at City Hall, Council Chamber, 2415 University Avenue, East Palo Alto, CA 94303. There will be a site visit immediately following the meeting. Proposals received from Consultants not in attendance at the pre-proposal meeting will be rejected.

### **3.2 Examination of Proposal Documents**

The submission of a proposal shall be deemed a representation and certification by the proposer that they:

- 3.2.1 Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of this proposal.
- 3.2.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 3.2.3 Represent that all information contained in the proposal is true and correct.

- 3.2.4 Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- 3.2.5 Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

### **3.3 Addenda/Clarifications**

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by the City no later than **2:00 p.m. on Tuesday, June 27, 2012.**

Correspondence shall be addressed to Kamal Fallaha, City Engineer, City of East Palo Alto, 1960 Tate Street, East Palo Alto, 94303, or e-mailed to [kfallaha@cityofepa.org](mailto:kfallaha@cityofepa.org). Responses from the City will be communicated in writing to all recipients of this RFP. Inquiries received after the date and time stated will not be accepted and will be returned to senders without response. All addenda shall become a part of this RFP and shall be acknowledged on the Proposer's Information Form.

The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

### **3.4 Submission of Proposals**

All proposals shall be submitted to:

City of East Palo Alto  
Community Development Department-Engineering Division  
1960 Tate Street, East Palo Alto, CA 94303  
City of East Palo Alto -RFP CIP-ST-05, - 06

Proposals must be delivered no later than **2:00 p.m. on Thursday, July 12, 2012.** All proposals received after that time will be returned to the Proposer unopened.

The Proposer shall submit **one original and five (5) copies** of the proposal in a sealed envelope, addressed as noted above, bearing the Proposer's name and address clearly marked:

**“Bay Road Improvements Project, Phase II & III  
Planning, Environmental Assessment and Design  
Capital Improvement Program Number CIP-ST-05 & CIP-ST-06**

Enclosed with their proposal submitted to City staff shall be **one compact disk (CD)** containing an electronic version of the proposal in a .pdf format. The use of double-sided paper is strongly encouraged. Along with the proposal, the Proposer shall submit an estimate of fees for the proposed scope of services in a table format (see Section 5.9). The proposed fee should be enclosed in a sealed envelope, separate from the proposal, to be opened later following the review and selection process. This is a Qualification-Based Selection (QBS) process, and estimate of fees for the proposed scope of services are not to be disclosed in the contents of the Proposal itself.

### **3.5 Withdrawal of Proposals**

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

### **3.6 Rights of the City of East Palo Alto**

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Remedy technical errors in the Request for Proposals process;
- Approve or disapprove the use of particular subconsultants;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

## SECTION 4-PROPOSED RFP SCHEDULE

RFP issued	June 7, 2012
Mandatory Pre-Proposal Meeting	June 20, 11:00 a.m.
Deadline for questions, clarifications/addenda	June 27, 2012, 2:00 p.m.
RFP submittal deadline	July 12, 2012, 2:00 p.m.
Finalist(s) identified	Week of July 23, 2012
Consultant interviews (if any)	Week of August 6, 2012
Contract award	Week of September 3, 2012
Work commences	September 24, 2012

## SECTION 5- INFORMATION TO BE SUBMITTED (TO BE SUBMITTED IN THIS ORDER ONLY)

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

**All proposals shall address the following items in the order listed below and shall be numbered 1 through 8 in the proposal document.**

### 5.1 Chapter 1 -Proposal Summary

This Chapter shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of three (3) pages including the separate sheet.

### 5.2 Chapter 2 -Profile on the Proposing Firm(s)

This Chapter shall include a brief description of the Prime Proposer's firm size as well as the proposed local organization structure. Include a discussion of the Prime Proposer firm's financial stability, capacity and resources. Include all other firms participating in the Proposal, including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

### **5.3 Chapter 3 -Qualifications of the Firm**

This Chapter shall include a brief description of the Proposer's and sub-Proposer's qualifications and previous experience on similar or related projects. Provide in a table format (see Sample Table, Attachment D) descriptions of pertinent project experience with other public municipalities and private sector that includes a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of client's to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for the project. All references should coordinate with the work experience shown on resumes presented under project staffing.

This chapter shall include information regarding any relationships with firms and/or individuals who may submit proposals in response to the RFPs being developed.

Disadvantaged and Underutilized Disadvantaged Business Enterprises (DBE/UDBE) subconsultants and their respective roles should be clearly identified in the project organization chart.

### **5.4 Chapter 4 -Work Plan or Proposal**

This Chapter shall present a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the City's schedule, outlining the approach that would be undertaken in providing the requested services.

### **5.5 Chapter 5 -Proposed Innovations**

The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the City with better service delivery. In this Chapter discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the City.

### **5.6 Chapter 6 -Project Staffing**

This Chapter shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title and specific responsibilities on the project. An organizational chart for the project team and resumes for key Proposer personnel shall be included. Key personnel will be an important factor considered by the review committee. Key personnel represent those personnel that are identified by the proposer to be conducting a substantial portion of the project work other than project management, marketing, accounting or other non-technical project activities. Changes in key personnel may be cause for rejection of the proposal.

## **5.7 Chapter 7 -Proposal Exceptions**

This Chapter shall discuss any exceptions or requested changes that Proposer has to the City's RFP conditions, requirements and sample contract. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in the Attachment C - "Sample Agreement for Services." Items not excepted will not be open to later negotiation.

## **5.8 Chapter 8 -Proposal Labor Sheet**

The level of effort required to provide the proposed scope of services assists the City in determining the qualification and capability of the project team to produce the required deliverables in a timely and effective manner. This information assists the City in determining the firm's understanding of the project, the level of effort they deem necessary to complete the tasks.

Provide in a table identifying all key personnel associated with the project by name and title, non-key personnel by title or position, in the top row with project tasks identified in the lead column, and all hours for each task and subtask associated with the relevant personnel. Subconsultants should be identified in separate blocks of columns. The total hours for each consultant/subconsultant should be shown at the right column of each block for each consultant/subconsultant for each task/subtask, respectively.

## **5.9 Chapter 8 –Proposed DBE/UDBE Participation**

The City of East Palo Alto has established a Disadvantaged Business Enterprise (DBE) goal of 4% and an Underutilized DBE (UDBE) goal of 2% for this contract.

The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).

The term “Underutilized Disadvantaged Business Enterprise” or “UDBE.” DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.

The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

The DBE/UDBE participation as a relative percentage of the proposed project fee shall be provided for each participating DBE/UDBE, along with the total percentage of DBE/UDBE participation. UDBE participation shall be counted separately from DBE participation, except in such case where DBE participation requirements have been met and additional DBE participation can also qualify for UDBE participation.

A “Local Agency Proposer UDBE Commitment (Consultant Contract)” (Exhibit 10-O1) form and a “Local Agency Proposer DBE Information (Consultant Contract)” (Exhibit 10-O2) form shall be completed and submitted with the proposal. The purpose of the form is to collect data required under 49 CFR 26.

Any consultant not meeting these minimum requirements must provide detailed documentation of their “Good-Faith” effort in conformance with CalTrans and FHWA guidelines for Federally funded projects. It is the proposer’s responsibility to be fully informed regarding the current requirements of 49 CFR, Part 26, and the CalTrans DBE program developed pursuant to the regulations. Proposals that fail to meet the minimum requirements or provide satisfactory evidence of the “Good-Faith” effort will be rejected.

#### **5.10 Fee Estimate for Proposed Scope of Service**

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists the City in determining the firm's understanding of the project, and provides staff with tools to negotiate the cost;

Provide the fee estimate in a table format (see Sample Table, Attachment D). The proposed fee should be enclosed in a sealed envelope. This is a qualification-based selection process, and fee estimates will only be opened following selection of the project consultant for negotiation. Fees must be consistent with the estimate hours presented in the Labor sheet.

PLEASE NOTE: The City of East Palo Alto does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

### **SECTION 6-CONTRACT TYPE AND METHOD OF PAYMENT**

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a not-to-exceed budget per task form of contract. A Sample Agreement of Services is provided as Attachment C. The method of payment to the successful Proposer shall be on a per task basis with a maximum "not to exceed" fee as set by the Proposer in the proposal or as negotiated between the Proposer and the City as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but not limited to, transportation, communications, subsistence and materials and any subcontracted items of work. Progress payments will be based on a percentage of project completed.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements in Attachment C. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Chapter 7 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for, as well as specific recommendations, for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the proposed Agreement may be determined by the City, at its sole discretion, to be unacceptable and no longer considered for award.

## **SECTION 7-INSURANCE REQUIREMENTS**

The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment C.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the City or Risk Manager of the City of East Palo Alto as to form and content. These requirements are subject to amendment or waiver if so approved in writing by said Manager. The selected Proposer agrees to provide the City with a copy of said policies, certificates and/or endorsement upon award of contract.

## **SECTION 8-REVIEW AND SELECTION PROCESS**

City staff will evaluate the proposals provided in response to this RFP based on the following criteria:

- Quality and completeness of proposal;
- Quality, performance and effectiveness of the solution, goods and/or services to be provided by the Proposer;
- Proposers experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity;
- Cost to the city;
- Proposer's financial stability;
- Proposer's ability to perform the work within the time specified;
- Proposer's prior record of performance with city or others; and
- Proposer's compliance with applicable laws, regulations, policies (including city council policies), guidelines and orders governing prior or existing contracts performed by the contractor.

The selection committee will make a recommendation to the awarding authority. The acceptance of the proposal will be evidenced by written Notice of Award to the successful

Proposer. As this is a Federally-funded project, the proportion of the project work provided to Disadvantaged and Underutilized Disadvantaged Business Enterprises (DBE/UDBE) will be considered. The minimum required percentage of the total work to be conducted by DBE/UDBE is 4% and 2% of the contract. Any consultant not meeting these minimum requirements must provide detailed documentation of their "Good-Faith" effort in conformance with current CalTrans and FHWA guidelines for Federally funded projects. Proposals that fail to meet the minimum requirements or provide satisfactory evidence of the "Good-Faith" effort will be rejected.

## **SECTION 9-ORAL INTERVIEWS**

Proposers are required to participate in an oral interview. The oral interview will be a panel comprised of members of the selection committee.

Proposers may only ask questions that are intended to clarify the questions to which they are being asked to respond.

Each Proposer's time slot for oral interviews will be determined randomly. Proposers who are selected shall make every effort to attend. If representatives of the City experience difficulty on the part of any Proposer in scheduling a time for the oral interview, it may result in disqualification from further consideration.

### **9.1 Public Nature of Proposal Material**

Responses to this RFP become the exclusive property of the City of East Palo Alto. All proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary". The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of East Palo Alto may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

### **9.2 Collusion**

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any

person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

### **9.3 Disqualification**

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- 11.1 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- 11.2 Any attempt to improperly influence any member of the evaluation team;
- 11.3 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;
- 11.4 Evidence of incorrect information submitted as part of the proposal;
- 11.5 Evidence of Proposer's inability to successfully complete the responsibilities and obligation of the proposal;
- 11.6 Failure to provide sufficient DBE/UDBE participation or demonstrate adequate "Good-Faith" effort in actively seeking DBE/UDBE participation; and
- 11.7 Proposer's default under any previous agreement with the City, which results in termination of the Agreement.
- 11.8 Proposer not in attendance at the mandatory pre-proposal meeting.

### **9.4 Non-Conforming Proposal**

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

### **9.5 Gratuities**

No person shall offer, give or agree to give any City employee any gratuity, discount or offer of employment in connection with the award of contract by the city. No city employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a city contract.

## **9.6 Firms or persons not eligible to submit a proposal**

In order to avoid any conflict of interest or perception of a conflict of interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

- 9.6.1 The Proposer(s) who works on the procurement will be precluded from submitting proposals or bids as a prime contractor or subcontract the ultimate procurement.
- 9.6.2 The Proposer(s) may not have interest in any potential Proposer for the ultimate procurement.

END OF SECTION

**Attachment A  
Proposer's Information Form**

**(Please Print)**

Proposer \_\_\_\_\_

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

Remit to: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Tax ID: \_\_\_\_\_

Contact person, title, e-mail, telephone and fax number: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

FAX: Proposer, if selected, intends to carry on the business as (check one)

Individual

Joint Venture

Partnership

Corporation

When incorporated? \_\_\_\_\_

In what State? \_\_\_\_\_

When authorized to do business in California? \_\_\_\_\_

Other (explain) \_\_\_\_\_

Other \_\_\_\_\_ (explain): \_\_\_\_\_

**ADDENDA**

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:  1;  2;  3;  4;  5;  6;

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

1. If Proposer is **INDIVIDUAL**, sign here

Date: \_\_\_\_\_  
Proposer's Signature  
Proposer's typed name and title

2. If Proposer is **PARTNERSHIP** or **JOINT VENTURE**, at least (2) Partners or each of the Joint Venturers shall sign here:

Partnership or Joint Venture Name (type or print)  
Date: \_\_\_\_\_  
Member of the Partnership or Joint Venture signature

Date: \_\_\_\_\_  
Member of the Partnership or Joint Venture signature

3. If Proposer is a **CORPORATION**, the duly authorized officer shall sign as follows: The undersigned certify that they are:

Title \_\_\_\_\_  
Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)  
By: \_\_\_\_\_ Date: \_\_\_\_\_

## **Attachment B**

### **Scope of Services**

**City of East Palo Alto**

#### **Bay Road Improvements Project, Phase II & III Planning, Environmental Assessment and Design**

#### **Capital Improvement Program Number CIP-ST-05 & CIP-ST-06**

##### **1. SCOPE OF SERVICES REQUIRED**

The scope of services required for the Bay Road Improvements, Phase II & III Project (“Project”) will consist of the following tasks:

- Task 1: Develop the Project purpose and need statement, a public outreach plan, and determine the appropriate Environmental Document (ED) for compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).
- Task 2: Preliminary engineering and environmental studies necessary for the preparation of the Draft Project Report (DPR) and the Draft CEQA and NEPA Environmental Documents (DED), up to and including the Draft for Circulation and 30% Design PS&Es. Perform the surveying and mapping required for all tasks included in the Scope of Services.
- Task 3: Respond to comments to the DPR and DED and revise the draft documents; obtain final approval of the Project Report (PR) and ED.
- Task 4: Prepare the detailed 65% design of the Project and develop Project plans, specifications and preliminary estimates (PS&E).
- Task 5: Assist the City with matters related to acquiring the necessary rights of way for the Project and the undergrounding of overhead utility lines.
- Task 6: Right of Way Acquisition and Undergrounding Utility Lines.
- Task 7: Prepare the detailed 90% design of the Project and develop Project plans, specifications and estimates (PS&E).
- Task 8: Prepare final design of the Project and finalize Project plans, specifications and estimates (PS&E).

The City will authorize work to proceed on a task-by-task basis, with some overlapping activities, and shall maintain the right to terminate the contract before all tasks are complete, and the right to amend the contract as provided for in the City Agreement.

For all work products, the Consultant shall perform the work necessary to define the project, refine the purpose and need statement, develop and evaluate project and/or design

alternatives, produce all necessary documents required to obtain the Project Approval and Environmental Clearance (a Project Report and an Environmental Document), prepare cost estimates, and prepare final design/contract documents – all acceptable to the City of East Palo Alto, Caltrans, and other stakeholders as applicable. In addition, the Consultant shall be responsible for the preparation, submittal and approval of all accompanying documents (i.e. mapping, permits, agreements, reports, etc.).

The project must adhere to Caltrans design standards, regulations, policies and procedures. All work must be performed and work products prepared in such fashion to be approved by the appropriate agency, i.e. City, County, State or Federal.

The Consultant shall be familiar with and responsible for performing the tasks and activities listed below. This list below is intended to represent a breakdown by major task. The Consultant should include any additional major tasks and segregate each of the major tasks into subtasks as necessary to describe the proposed scope of work in detail in an appendix to the proposal. The appendix should also list the deliverables anticipated for each task and subtask. It is anticipated that the selected consultant will prepare a detailed scope of work before award of the contract.

### **Task 1 – Project Management**

- Project Management.
- Project Administration.
- Develop Project Management Plan, including a Public Outreach Plan
- Project Quality Assurance/Quality Control Program (further defined below).
- Agency Coordination including obtaining necessary permits (further defined below).
- Project Progress Meetings and Reporting (further defined below).
- Document Control using the Caltrans Uniform File System.
- Prepare and maintain an updated critical path project schedule.
- Interagency coordination

### **Task 2 - Preliminary Engineering and 30% Design**

- Prepare appropriate mapping for design and conducted all associated surveying. Base mapping shall consist of digital plans of field-surveyed information, plus right-of-way, control, and property ownership information and compiling utility base mapping by utilities in marking their facilities, evaluating for potential conflicts and finalizing existing utility mapping. The Consultant shall:
  - Request system mapping and as-built documents from utility companies, cities and other agencies;
  - Compile mapping on base plans, using system mapping, as-built information, and visible and surveyed locations of surface utility facilities;

- Prepare cover letter for utility companies. After review and approval by the water district, send plans and cover letter to utilities for their confirmation and/or location of facilities;
  - Revise utility mapping per utility comments;
  - Return corrected utility mapping to utilities “for information only”;
  - Submit plans to utility companies at 60% and 90% completion stages for review and comment.
- Perform a Preliminary Traffic Operational Analysis.
  - Define up to three project alternatives in plan, profile and typical sections, including permanent and temporary right-of-way needs, and discuss phasing the project to meet funding constraints, if necessary.
  - Coordinate and develop reasonable design alternatives, if applicable, for relocation of utilities that encroach onto the project site. Coordinate relocation and utility undergrounding efforts with all applicable utility companies.
  - Conduct four (4) community and public meetings/workshops to present preliminary design alternatives.
  - Prepare a technical memorandum describing design changes incorporated from comments and community feedback.
  - Perform design analysis to establish basis for final design of all the project elements.
  - Assist, as directed by the City, with the negotiation of any necessary utility agreements.
  - Perform sufficient geotechnical investigations to determine the preliminary design parameters
  - Develop probable construction and right-of-way cost estimates for the entire project, including reasonable alternatives, and project phases to meet funding constraints, as necessary.
  - Prepare and submit a progress set of plans, specifications and estimate for the preferred alternative depicting the following aspects of the design at approximately a 30% level of completion (30% PS&E):
    - Cover sheet project location, showing the limits of work, sheet index, signature blocks, etc. (Title Sheet);
    - Abbreviation and Legend sheet;
    - General site plan sheet;
    - Right of Way Layout and Control sheets;
    - Preliminary horizontal alignment (layout sheets);
    - Preliminary vertical alignment (profile sheets);
    - Preliminary cross-sectional elements including the various pavement sections, curbs, gutters, sidewalks, paths, earthen berms, etc. within the proposed project right of way (typical section sheets);
    - Horizontal location of existing and proposed drainage facilities (Drainage Plans);

- Location, both horizontal and vertical, of existing High Risk utilities and proposed utility facilities within the project limits (Utility Sheets);
- Preliminary structures including plan view only. (Structures Sheets);
- Proposed contractor layout, staging and work area;
- Other plan sheets necessary to depict the proposed improvements (Plan view only).

Drawings shall be marked as “Preliminary” until approved by the City Engineer.

- Submit 30% PS&E Submittal along with technical specifications for the City’s review.
- Prepare draft outline and technical specifications.
- Present preliminary 30% design to the City Public Works and Transportation Commission (PWTC).
- Review and respond to comments from 30% PS&E submittal. Meet and resolve differences if required to develop consensus for the final design.

**Task 3 –Environmental Document**

- Develop the project purpose and need statement.
- Determine appropriate type of ED needed to meet CEQA and NEPA clearance as required.
- Prepare Environmental Technical Studies potentially including but not limited to Cultural Resources, Biological Resources, Traffic Operations, Geotechnical Impact Report, Phase I/II Hazardous Waste Assessment, Initial Site Assessment, Flood Plain Study, Visual, Air, Noise, Vibration and other studies as necessary.
- Prepare Draft Environmental Document (DED).
- Assist with the appropriate public outreach.
- Prepare Final ED including certification.

**Task 4 – Project Approval (Project Report)**

- Perform right-of-way engineering surveys
- Prepare preliminary plans, profiles and typical sections for the entire project and project phases as necessary.
- Refine the project alignment through public engagements.
- Prepare construction and right-of-way cost estimates for the entire project and project phases as necessary.
- Prepare Project Report that addresses the entire project and project phases as necessary.

**Task 5 – 65% Plans, Specifications and Estimates (PS&E)**

- Prepare Storm Water Pollution Prevention Plan (SWPPP) Report which will include short and long term construction and post-construction erosion methods, and submit to City for review.

- Prepare and submit a progress set of plans, specifications and estimate for the preferred alternative depicting the following aspects of the design at approximately a 65% level of completion (65% PS&E):
  - Cover sheet project location, showing the limits of work, sheet index, signature blocks, etc. (Title Sheet)
  - Abbreviation and Legend sheet;
  - General site plan sheet;
  - Right of Way layout and control sheets;
  - Horizontal alignment (Layout sheets);
  - Vertical alignment (Profile sheets);
  - Cross sectional elements including the various pavement sections, curbs, gutters, sidewalks, paths, earthen berms, etc. within the proposed project right of way (Typical section sheets);
  - Pavement, sidewalks, curb & gutter section details and standard details (Civil details sheets);
  - Horizontal location of existing and proposed drainage facilities (Drainage plans);
  - Vertical alignment of existing and proposed drainage facilities including any utility facilities such as pipelines, conduits, etc. which may potentially conflict with the drainage facilities (Drainage profiles);
  - Location, both horizontal and vertical, of existing and proposed utility facilities within the project limits (Utility sheets);
  - Structures including plan view, profile, cross sections, foundations, etc. (Structures sheets);
  - Structural details (Structural details sheets);
  - Pavement delineation plans showing the existing and proposed striping and pavement markings (Striping and markings sheets);
  - Sign plans showing the location and sign panel information for existing and proposed project signing;
  - Pavement markings, striping, and signage details;
  - Signal Plans showing existing and proposed facilities related to traffic signals (if needed);
  - Electrical and control system plans and details sheets (Electrical sheets)
  - Landscaping and Irrigation plans and details (Landscaping and irrigation sheets);
  - Contractor layout, staging and work area;
  - Traffic control and detour plans;
  - Other supplemental plans and details as necessary to depict the proposed improvements (Other plans and details sheets).
- Coordinate with Utilities, Property Owners, and Agencies. Coordination shall be throughout the design and construction phases to assure that all improvements to be constructed as part of this project are acceptable to their standards. This work shall include issuance of notice to owners, coordination for potholing and verification, preparation of high risk utility certifications, assisting the water district with utility agreements, issuance of Final Notice to Owners to Relocate, inclusion of utility designs with PS&E, incorporating utility and agency requirements in the PS&E and final Right-of-Way certification.

- Prepare draft special provisions and submit to the City, and other governing agencies as necessary, for review.
- Perform quantity take offs and update engineer's estimate for the project and revise quantities/cost calculations as required per review comments.
- Submit copies of the PS&E for review by the City, Caltrans, utilities, sanitary district, San Mateo County, adjacent property owners and local stakeholders, regulatory and other governing agencies. Distribute copies to impacted utilities and local businesses, stakeholders and property owners as needed or requested by the City.
- Prepare draft special provisions and submit to the City, and other governing agencies as necessary, for review.
- Respond to comments from the City, general public, PWTC, adjacent property owners and local stakeholders, utilities, sanitary district, San Mateo County, Caltrans, FHWA, regulatory and state agencies on previous submittals and respond to these comments if these comments are not to be incorporated into the draft PS&Es.
- Present 65% PS&Es to the City Public Works and Transportation Commission (PWTC) and the Planning Commission.
- Drawings shall be marked as Preliminary until approved by the City Engineer.
- Design QA/QC will be performed at the completion of the 65% PS&E.
- Present 65% PS&Es to the City Council.
- Review and respond to any remaining comments from 65% PS&E submittal. Meet and resolve differences if required to develop consensus for the final design.

#### **Task 6 – Right of Way Acquisition**

- Review parcels identified 30% Design, which will require right of way acquisitions and perform field surveys as necessary to establish existing right of way for acquisition areas and prepare master right of way acquisition map for the City's review and approval.
- Upon approval of the master right of way acquisition map, prepare plats, descriptions, and right of way agreements for each acquisition parcel for City review and approval.
- Prepare and file record of survey of the final right of way.
- The deliverables shall include R/W Master Acquisition Map, plats and descriptions, right-of-way agreements, and record of Survey.
- Provide services related to acquiring the necessary rights of way from private owners

#### **Task 7 - Undergrounding Utility Lines**

- Coordinate the efforts to underground all overhead utility lines with PG&E, AT&T, Comcast and any other utility companies collocated on existing overhead utilities in conflict with the Project design.

### **Task 8 – 90% Plans, Specifications and Estimates (PS&E)**

- Review 65% PS&E Submittal comments. Coordinate and resolve design issues from comments received from the City, PWTC, local stakeholders, utilities, sanitary district, San Mateo County, Caltrans, FHWA, regulatory and state agencies. Coordinate design by incorporating comments from 65% review.
- Review 65% PS&E Submittal comments and revise SWPPP as needed.
- Revise final quantity take offs and update engineer's estimate for the project and revise quantities/cost calculations as required to reflect the final design.
- Prepare and submit a progress set of plans, specifications and estimate for the preferred alternative depicting the following aspects of the design at approximately a 90% level of completion (90% PS&E). This submittal represents complete checked plans, specifications, quantities and cost estimates, ready for final agency review.
- Submit copies of the PS&E for review by the City, Caltrans and regulatory and other governing agencies. Distribute copies to impacted utilities and local businesses, stakeholders and property owners as needed or requested by City.
- Prepare special provisions and submit to the City, and other governing agencies as necessary, for final review
- Respond to comments from the City, general public, PWTC, adjacent property owners and local stakeholders, utilities, sanitary district, San Mateo County, Caltrans, FHWA, regulatory and state agencies on previous submittals and respond to these comments if these comments are not to be incorporated into the PS&Es.
- Present 90% PS&Es to the City Public Works and Transportation Commission (PWTC).
- Drawings shall be marked as Preliminary until approved by the city Engineer.
- Design QA/QC will be performed at the completion of the 90% PS&E.
- Perform independent quality control review for constructability.
- Present 90% PS&Es to the City Council.
- Review and respond to any remaining comments from 90% PS&E submittal. Meet and resolve differences if required to develop consensus for the final design. If major comments are received and these comments result in significant rework/revisions, the Consultant shall address the comments and resubmit the 90% Design Submittal for review before proceeding to finalize the contract documents.

### **Task 9 – Finalize Plans, Specifications and Estimates (PS&E)**

- Review 90% PS&E Submittal comments, prepare responses and verify all design modifications have been appropriately addressed and/or incorporated in the design. Update plans and specifications by incorporating any remaining 90% review comments. This submittal represents complete checked plans and submittal of the original drawings, ready for bidding, with incorporation of changes as requested from the 90% PS&E review.

Perform final design QA/QC. Drawings shall be marked as Preliminary until approved by City Engineer.

- Submit copies of the 100% Preliminary PS&Es for final review by the City, Caltrans and regulatory and other governing agencies. Distribute copies to impacted utilities and local businesses, stakeholders and property owners as needed or requested by City.
- Upon approval of the City Engineer, the Preliminary markings shall be removed and the plans finalized. Establish a location for signing by responsible engineers and managers. Submit signed originals and copies 100% PS&E package with final plans, hard copy (Mylar). Along with the hard copies, submit to the City an electronic copy in .pdf format of the signed and stamped finalized plans, special provisions/specifications, and engineer's cost estimate
- Submit to the City original tracings and AutoCAD electronic files. Submit project special provisions and specifications in Microsoft Word format.
- Prepare Project Status Report, which will include a list of project contacts, memos to the Resident Engineer, quantity calculations for use in releasing progress payments, utility agreements, permits, right-of-way contracts, and copies of relevant report.
- Prepare Surveyor's File including slope staking data, rough grading data, finish grading data, and bridge construction control data. Prepare cutsheets as required. Include control line traverses and ties to right-of-way lines.
- Prepare permit applications for construction as follows:
  - Prepare and obtain permits from County, City, and Caltrans for construction permit.
  - Prepare and submit signature ready application for NOI to the State Water Resources Control Board for activities covered under the NPDES permit.

### **Quality Assurance/Quality Control**

All submittals (plans, calculations, report and associated documents) shall include evidence of quality assurance and quality control (QA/QC) reviews. The Consultant will be required to submit a QA/QC program to the City for review and approval prior to the submittal of any contract deliverables. Major reviews and procedures shall be identified which are specific for this project.

### **Agency Coordination**

The Consultant will coordinate project development with the City, State, Federal, and other stakeholders and will secure the required permits. Agencies may include, but not be limited to, the following:

- City of East Palo Alto (City);
- County of San Mateo (County);
- California Department of Transportation (CalTrans);
- California Department of Fish and Game (DFG);
- Regional Water Quality Control Board (RWQCB);

- State Water Resources Control Board (SWRCB);
- Federal Highway Administration (FHWA);
- US Environmental Protection Agency (USEPA);
- US Army Corps of Engineers (USACE);
- United States Fish and Wildlife Service (USF&W);
- PG&E, Comcast, AT&T and other utility companies, as necessary;
- Other stakeholders, permitting agencies or reviewing agencies as necessary.

In addition to the agency coordination listed above, Consultant shall assist with the preparation of documentation, exhibits, etc. for presentation to their respective governing boards and committees (if needed).

## **2. MEETINGS**

- A. The consultant shall prepare presentation materials and present at up to four public meetings for the neighborhood associations and residents, two of these meetings will occur in Cooley Landing Park site, and two in the design phase. The Consultant shall be available for questions and answers for the meeting duration and shall prepare and provide summary meetings notes to staff after the meeting. Consultant shall budget each meeting at up to four hours and shall include travel time.
- B. The consultant shall prepare presentation materials for and present at two Public Works and Transportation Commission meetings. Consultant shall budget each meeting at up to four hours (this includes the 'waiting' time) and shall include travel time. Provide 10 half-size plan sets and 1 full-size set of conceptual plans along with an electronic copy of the plans (pdf format).
- C. Consultant shall prepare presentation materials for, and attend up to two City Council meetings. Consultant shall budget each meeting at up to four hours (this includes the 'waiting' time) and shall include travel time. Provide 10 half-size plan sets of conceptual plans along with an electronic copy of the plans (pdf format).
- D. Consultant shall prepare presentation materials for and present at up to two additional meetings as needed and as determined by the City. Consultant shall budget each meeting at up to four hours (this includes 'waiting' time) and shall include travel time. Consultant shall provide 10 half-size plans sets along with an electronic copy of the plans (pdf format) for each meeting.

## **3. WORK PRODUCT SUBMITTALS**

- A. Provide ten (10) bound copies of draft Environmental documents, along with an electronic version of the document/plans (pdf format).

- B. Provide ten (10) bound copies and an electronic copy in .pdf format of the stamped and signed final plans and the bid documents, special provisions and specifications.
- C. Provide three (3) copies and an electronic copy in .pdf format of the finalized engineers cost estimate.
- C. Provide an electronic copy of the final plans, including plans of proposed options, in AutoCAD format. Provide an electronic copy of the project bid documents, special provisions and specifications in Microsoft Word format.
- D. Provide electronic files of final documents (in Microsoft Word and Adobe Acrobat pdf formats) as well as all plans, graphics and power point presentations developed during the study.

#### **4. ADDITIONAL SERVICES -SUBJECT TO ADDITIONAL COMPENSATION**

These services include, but are not limited to: additional design services such as additional surveys, hazardous materials testing or removal and additional meetings with the Planning Commission, Council, etc. To ensure a coordinated work effort, any work beyond the approved Scope of Work shall require prior approval in writing by the City Engineer.

#### **5. PROJECT ADMINISTRATION**

All questions regarding this project shall be directed to Kamal Fallaha, City Engineer or his/her designee. The Engineering Division will be providing direct management support on this project unless directed otherwise by the City. To ensure a coordinated work effort, any work beyond the Scope of Services has to be accepted and approved in advance in writing by the City Engineer.

#### **6. INFORMATION TO BE PROVIDED BY THE CITY**

The City will provide the Consultant copies of all applicable record drawings, studies, General Plan, Capital Improvement Program (CIP) and other related documents.

#### **7. PROJECT SCHEDULE**

The Consultant shall submit a schedule showing major milestones for completing the scope of work as described above.

## Attachment C- Sample Agreement for Services



### AGREEMENT BETWEEN THE CITY OF EAST PALO ALTO AND \_\_\_\_\_ FOR [INSERT TYPE OF SERVICES] \_\_\_\_\_ SERVICES

This Agreement is entered into \_\_\_\_\_, 2011, by and between the CITY OF EAST PALO ALTO ("CITY" herein), a Municipal Corporation, and \_\_\_\_\_, a corporation (hereinafter "CONTRACTOR").

#### RECITALS

A. The CITY has determined it is necessary to \_\_\_\_\_, hereinafter referred to as the "PROJECT".

B. The requirements of devising the PROJECT are more efficiently satisfied by the CITY'S retention of a contractor.

C. The CITY has determined that the CONTRACTOR possesses such specialized professional skill and ability, and the CITY has approved the selection of the CONTRACTOR.

D. The CITY will pay all costs associated with the \_\_\_\_\_, in an amount not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

#### THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF ENGAGEMENT: CONTRACTOR shall perform in a professional manner the services as detailed in EXHIBIT A and incorporated herein by reference as if fully set forth as part of this Agreement.

2. CONTRACT PERIOD: This Agreement shall be in full force and effect until completion of the project, unless terminated according to Section 1 of this Agreement.
3. SCHEDULE OF PERFORMANCE: CONTRACTOR acknowledges that time is an important element in this Agreement, and CONTRACTOR agrees to complete the PROJECT prior to \_\_\_\_\_, \_\_\_\_\_, 2012. If CONTRACTOR is unable to procure necessary information from the CITY in order to meet the schedule, CONTRACTOR shall immediately notify the CITY, and the CITY and CONTRACTOR shall agree to a new deadline for the completion of CONTRACTOR'S work.
4. COMPENSATION AND PAYMENT: The agreement between CONTRACTOR and the CITY shall not exceed \$\_\_\_\_\_. Payments to CONTRACTOR by the CITY shall be made within sixty (60) days after receipt by the CITY of CONTRACTOR'S itemized invoice.

As each payment is due, CONTRACTOR shall submit an itemized invoice to CITY describing the services performed. This invoice shall include, at a minimum, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

CONTRACTOR'S fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, reimbursable expenses and supplies, materials, and equipment, and services incurred by CONTRACTOR and used in carrying out or completing the work.

Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the CONTRACTOR'S relevant records pertaining to the charges.

5. INDEPENDENT CONTRACTOR: The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. It is understood and agreed that this agreement is not a contract of employment in the sense that the relationship of master and servant exists between the CITY and undersigned. At all times, CONTRACTOR shall be deemed to be an independent contractor and CONTRACTOR is not authorized to bind the CITY to any contracts or other obligations in executing the Agreement. CONTRACTOR is not to be considered an agent or employee of the CITY, and is not entitled to participate in a pension plan, insurance, bonus or similar benefits the City of East Palo Alto provides. CONTRACTOR will determine the method, details and means of performing the services described in EXHIBIT A.

6. ASSIGNMENT/DELEGATION: The parties agree that the expertise and experience of CONTRACTOR and any subcontractors are material considerations for this Agreement. CONTRACTOR shall not assign or transfer any rights, duties, obligations or interest in this Agreement nor the performance of any of CONTRACTOR'S obligations hereunder, without the prior written consent of the City Manager, and any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect and a breach of this Agreement. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.
  
7. FAMILIARITY WITH WORK. By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed, (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONTRACTOR discover any conditions materially differing from those inherent in the work or as represented by the CITY, it shall immediately inform CITY and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from the CITY.
  
8. OBLIGATION TO DISCLOSE MATERIAL INFORMATION: If the PROJECT is a public project requiring CONTRACTOR'S services as a design professional and/or project manager, CONTRACTOR shall provide the typical information found in public work bid sets that meets the industry standard of care. The indemnification provisions and the insurance requirements set forth in Sections 10 and 11, and Exhibit C, shall apply if the CITY receives a contractor claim for increased cost of performance due to CONTRACTOR'S failure to disclose material information.
  
9. PROPRIETARY OR CONFIDENTIAL INFORMATION: CONTRACTOR understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, CONTRACTOR may have access to private or confidential information which may be owned or controlled by the CITY and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the CITY. CONTRACTOR agrees that all information disclosed by the CITY to CONTRACTOR shall be held in confidence and used only in performance of this Agreement. CONTRACTOR shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential data.

10. INDEMNIFICATION

- 10.1  **Option A applies to the following design professionals pursuant to Civil Code Section 2782.8: architects; landscape architects; registered professional engineers and licensed professional land surveyors.** To the fullest extent permitted by law, CONTRACTOR shall protect, defend (with counsel acceptable to CITY), indemnify and hold harmless CITY, its

councilmembers, officers, employees and agents (each an “Indemnified Party”) from and against any and all actions, causes of actions, demands, claims, losses, expenses (including attorneys fees, experts fees, court costs and disbursements) or liability (collectively called “Actions”) of any nature, including death or injury to any person, property damage or any other loss, arising out of, pertaining to, or relating to the negligence, recklessness or willful misconduct of the CONTRACTOR, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party. The acceptance of CONTRACTOR’S services by the CITY shall not operate as a waiver of such right of indemnification.

10.1  **Option B applies to any contractor who does not qualify as a design professional as defined in Civil Code Section 2782.8.]** To the fullest extent permitted by law, CONTRACTOR shall protect, defend (with counsel acceptable to CITY), indemnify and hold harmless CITY, its councilmembers, officers, employees and agents (each an “Indemnified Party”) from and against any and all actions, causes of actions, demands, claims, losses, expenses (including attorneys fees, experts fees, court costs and disbursements) or liability (collectively called “Actions”) of any nature, including death or injury to any person, property damage or any other loss, resulting from, arising out of or in any manner related to performance or nonperformance by CONTRACTOR, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party. The acceptance of CONTRACTOR’S services by the CITY shall not operate as a waiver of such right of indemnification.

10.2 CONTRACTOR acknowledges and agrees that it has an immediate and independent obligation to defend CITY, its councilmembers, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to CONTRACTOR by CITY and continues at all times thereafter.

10.3 All of CONTRACTOR’S obligations under this section are intended to apply to the fullest extent permitted.

11. **INSURANCE REQUIREMENTS:** CONTRACTOR agrees to have and maintain the policies set forth in EXHIBIT B entitled “INSURANCE REQUIREMENTS,” which is attached and incorporated in this Agreement as if set forth in full. All policies, endorsements, certificates and/or binders shall be subject to approval by the City Attorney. These requirements are subject to amendment or waiver only if so approved in writing by the City Attorney. CONTRACTOR shall not commence work until all insurance required hereunder has been submitted and approved. A lapse in any required amount or type of insurance coverage during this Agreement shall be a breach of this Agreement.

12. INSPECTION AND OWNERSHIP OF WORK: CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for three (3) years from the date of final payment to CONTRACTOR pursuant to this Agreement. During such period, CITY shall have the right to examine and audit the records and to make transcripts therefrom. CITY shall provide thirty (30) days written notice of its intent to inspect or audit any such records. Copies of such documents shall be provided to the CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available for inspection or audit at CONTRACTOR'S address indicated for receipt of notices in this Agreement during CONTRACTOR'S normal business hours. Any CITY'S employee, contractor, subcontractor or agent who may have access to such records shall execute a non-disclosure agreement prior to being granted such access.

Where the CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONTRACTOR'S business, or closure of the local office of CONTRACTOR'S business, the CITY may, by written request by the Counsel of the CITY require that custody of the records be given to the CITY and that the records and documents be maintained at City Hall. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR'S representatives, or CONTRACTOR'S successor-in-interest.

Work products of CONTRACTOR for this project, which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall become and remain the property of CITY without restriction or limitation upon their use. CONTRACTOR shall not release any materials or copies of any materials to any parties other than the City and City staff. The reuse of CONTRACTOR'S work products by CITY for purposes other than intended by this contract shall be at no risk to CONTRACTOR.

13. CONTRACTOR LIABILITY IF AUDITED: CONTRACTOR will assume all financial and statistical information provided to CONTRACTOR by CITY employees or representatives is accurate and complete. CONTRACTOR shall, upon notice of audit, make work papers and other records available to the auditors.

14. COPYRIGHT FOR CONTRACTOR'S PROPRIETARY SOFTWARE: To the extent that the service and/or deliverables provided by CONTRACTOR are generated by CONTRACTOR'S proprietary software, nothing contained herein is intended nor shall it be construed to require CONTRACTOR to provide such software to CITY. CITY agrees that all ownership, including copyright, patents or other intellectual property rights to that software, lie with CONTRACTOR. Nothing herein shall be construed to entitle CITY to any pre-existing CONTRACTOR materials.

15. CONFLICT OF INTEREST: CONTRACTOR shall at all times avoid conflicts of interest and take reasonable steps to avoid appearances of conflicts of interest in the

performance of this Agreement. Without limiting the foregoing, CONTRACTOR, including its officers, employees and subcontractors, specifically covenants that it presently has no interest, and shall not acquire, any interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder. CONTRACTOR further covenants that no one who has or will have any financial interest under this agreement is an officer or employee of the CITY.

16. NON-DISCRIMINATION & NON-HARASSMENT: CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination and nonharassment in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, sexual orientation, medical condition or physical handicap. CONTRACTOR agrees to abide by the CITY'S Policy Against Discrimination, Harassment and Retaliation as set out in attached EXHIBIT C and incorporated herein by reference as if fully set forth as part of this Agreement.
17. TERMINATION: At any time and without cause, the CITY shall have the right in its sole discretion, to terminate this agreement by giving written notice to the CONTRACTOR. In the event of such termination, the CITY shall pay CONTRACTOR for services rendered to the termination date, but no other form of compensation shall be owed. It is equally understood that CONTRACTOR shall reimburse the CITY for services yet to be rendered. In the event of termination, CONTRACTOR shall deliver to the CITY copies of all reports, documents, computer disks and other work ("Materials") prepared by CONTRACTOR under this Agreement, if any, and upon receipt thereof, the CITY shall pay CONTRACTOR for services performed by CONTRACTOR to the date of termination. If CONTRACTOR'S written work is contained on a hard computer disk drive, in the event of termination, CONTRACTOR shall, in addition to providing a written copy of the information, immediately transfer any and all versions of written work from the hard computer disk drive to a compact disk or digital video disk and deliver the computer-readable materials to the CITY.
18. DIRECTION OF WORK: CONTRACTOR'S analysis and work product shall be performed and completed under the direction of the City Manager and her/his designee.
19. GOVERNING LAW: The law governing this Agreement shall be that of the State of California.
20. COMPLIANCE WITH LAWS: CONTRACTOR shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.
21. WAIVER: Waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by

CONTRACTOR shall not be deemed to be a waiver of any term or condition of this Agreement.

22. **NOTICES:** All notices and other communications required or permitted to be given under this Agreement shall be given in writing by personal delivery, by facsimile transmission with verification of receipt or by U.S. mail, postage prepaid and return receipt requested, addressed to the respective parties as follows

To City: City of East Palo Alto  
Attn: \_\_\_\_\_, [INSERT TITLE]  
2415 University Avenue  
East Palo Alto, CA 94303  
Tel . No. (650) 853-\_\_\_\_\_  
Fax No. (650) 853-\_\_\_\_\_  
\_\_\_\_\_@cityofepa.org

To Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ [INSERT TITLE]  
\_\_\_\_\_  
\_\_\_\_\_  
Tel. No. (\_\_\_\_) \_\_\_\_\_  
Fax No. (\_\_\_\_) \_\_\_\_\_  
\_\_\_\_\_@\_\_\_\_\_

Notice shall be deemed communicated on the earlier of actual receipt or forty-eight (48) hours after deposit in the U.S. mail, the date of delivery shown on deliverer's receipt, or by acknowledgment of facsimile transmission.

23. **MERGER AND MODIFICATION:** This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms of the agreement, pursuant to California Code of Civil Procedure Section 1856 and as a complete and exclusive statement of the terms of the agreement. No modification to this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

24. **SEVERABILITY:** Each provision of this Agreement is intended to be severable. If any term of any provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever; such provision shall be severed from this agreement and shall not affect the validity of the remainder of the agreement.

25. DISPUTE RESOLUTION: Any dispute or claim in law or equity between the CITY and CONTRACTOR arising out of this agreement, if not resolved by informal negotiation between the parties, shall be submitted to alternate dispute resolution, with each party bearing its own costs and legal fees. Should litigation result, the court shall determine who bears legal fees and costs.

26. CHANGE ORDERS: In no event shall CONTRACTOR be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY prior to the commencement of the work.

In addition to services described in EXHIBIT A, the parties may from time to time agree in writing that CONTRACTOR, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and CONTRACTOR shall agree in writing to any changes in compensation and/or changes in CONTRACTOR'S services prior to the commencement of any work. If CONTRACTOR deems work he/she has been directed to perform is beyond the scope of this Agreement and constitutes extra work, CONTRACTOR shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the CONTRACTOR in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and CONTRACTOR. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the CONTRACTOR. Such supplemental agreement shall be executed by the CONTRACTOR and the City Manager upon recommendation of the City Engineer.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE HEREBY ACKNOWLEDGED AND AGREED TO:

**CITY OF EAST PALO ALTO**

**CONTRACTOR**

\_\_\_\_\_  
Ronald Davis, Interim City Manager

\_\_\_\_\_  
[NAME], [TITLE]  
[NAME OF COMPANY]

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kathleen Kane, City Attorney

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

EXHIBIT A:  
**SCOPE OF SERVICES**

[INSERT SCOPE OF SERVICES HERE]

## EXHIBIT B: INSURANCE REQUIREMENTS

### *PLEASE GIVE TO YOUR INSURANCE AGENT*

- A. There shall be a contractual liability endorsement extending the GRANTEE'S coverage to include the contractual liability assumed by the GRANTEE pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at 2415 University Avenue, East Palo Alto, CA 94303, of any pending cancellation of the policy. GRANTEE shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.
1. Worker's Compensation and Employer's Liability Insurance: GRANTEE shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, GRANTEE makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement".
  2. Liability Insurance:
    - a. Commercial General Liability Insurance: GRANTEE shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the GRANTEE'S operations under this Agreement, whether such operations be by GRANTEE or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000), in aggregate or one Million Dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. GRANTEE shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions.
    - b. Automobile Liability Insurance: GRANTEE shall maintain Automobile Liability Insurance pursuant to this Contract in an amount of not less than One Million Dollars (\$1,000,000) for each occurrence combined single limit or not less than One Million Dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1)

accident, and three hundred thousand dollars, (\$300,000) property damage.

3. Professional Liability Insurance (If Applicable): GRANTEE shall take out and maintain during the life of this Agreement a policy of professional liability insurance, protecting it against claims arising out of the acts, errors, or omissions of GRANTEE pursuant to this Agreement, in the amount of not less than One Million Dollars (\$1,000,000) combined single limit. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

- B. **The City of East Palo Alto, its Councilmembers, subsidiary agencies, directors, officers, agents, employees, and servants shall be named as additional insured** on any such policies of comprehensive general and automobile liability insurance, except professional liability and worker's compensation, which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- C. In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.
- D. Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.

**EXHIBIT C: CITY OF EAST PALO ALTO'S POLICY AGAINST DISCRIMINATION,  
HARASSMENT AND RETALIATION**

EFFECTIVE DATE: 12/21/2004

REVISED DATE: 1/12/07

ADOPTED BY CITY COUNCIL: 12/21/2004

**I. PURPOSES**

The purposes of this policy are to emphasize the City's commitment to keeping its workplace free of harassment, discrimination and retaliation, to define and provide examples of the conduct that is prohibited, to summarize the respective responsibilities for preventing, reporting, investigating, and responding to violations and to give clear warning of the serious consequences that violators will face. A copy of this policy shall be provided to all persons who are subject to it, and shall be posted on City bulletin boards in all City facilities.

**II. POLICY**

All of the following are prohibited by this Policy:

- Discrimination or harassment in any aspect of City employment based on any legally protected characteristic or status, including sex, gender, sexual orientation, race, color, national origin, language, ancestry, religion, age, marital status, domestic partner, physical disability, mental disability, or medical condition.
- Retaliation for opposing, filing a complaint about, or participating in an investigation of, any such harassment or discrimination.
- Aiding, abetting, inciting, compelling, or coercing or any such discrimination, harassment or retaliation, or attempting to do so.

The City will take all reasonable steps necessary to prevent such misconduct from occurring, and to remedy and punish any occurrence. Any City employee, Council member, member of any advisory body, including any Commissioner, Committee member, or Board member found having engaged in any such misconduct will be subject to disciplinary action up to and including termination or censure or removal and will be deemed to have acted outside the course and scope of his or her employment.

This policy applies to all City employees, volunteers, interns, vendors, and contractors as well as to all applicants for City positions.

The policy shall not be interpreted or applied in any manner that would be inconsistent with any applicable State or Federal law or regulation, or increase the legal liability of the City.

### III. DESCRIPTION AND EXAMPLES OF PROHIBITED HARASSMENT

Harassment on the basis of sex is unlawful, and is prohibited by this policy. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- An individual's submission to such conduct is made explicitly or implicitly, a term or condition of that individual's employment; or,
- An individual's submission to or rejection of such conducts is used as the basis for an employment decision affecting that individual; or,
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, abusive, or offensive work environment.

Sexual harassment need not be motivated by sexual desire or gratification, and may include nonsexual conduct motivated by the violator's hostility towards the victim's gender, or towards the victim's nonconformity to gender stereotypes. Sexual harassment includes not only conduct motivated by gender, but also by pregnancy, childbirth, or a related condition. A harasser may be either male or female, and the victim may either be the same sex or the opposite sex. Even a person who is not the intended target of harassment may be harassed by it if he or she witnesses it.

Sexual harassment may be verbal, visual, or physical. For example:

- Verbal harassment may consist of derogatory, threatening, or intimidating comments, epithets, slurs or jokes; references to gender, physical appearance, attire, sexual prowess, marital status, or pregnancy; or sexual advances, propositions, or demands.
- Visual harassment may consist of displaying or circulating derogatory or offensive posters, cartoons, drawings, photographs, pin-ups, computer images, or electronic media transmissions.
- Physical harassment may consist of assault, battery, or unwelcome, unnecessary and offensive touching (kissing, hugging, patting, rubbing, pinching, brushing against), staring, leering, gesturing, whistling or making noises, impeding or blocking movement, or physical interfering with normal work or movement.

In addition to prohibiting harassment based on sex or gender, this policy also prohibits harassment based on sexual orientation, or upon any other legal protected characteristic or status, such as race, religion, creed, color, national origin, language, ancestry, physical disability, mental disability, medical condition, marital status, domestic partner, or age.

Harassment on the basis of such factors is subject to the principles applicable to sexual harassment, as stated above.

#### **IV. REPORTING DISCRIMINATION, HARASSMENT OR RETALIATION**

Any City employee, volunteer, intern, vendor, contractor, or applicant who becomes aware of any discrimination, harassment or retaliation prohibited by this policy shall report it immediately to their immediate supervisor, or higher ranking supervisor, or the Assistant City Manager. Under no circumstances shall such a report be required or expected to be made to the person who engaged in the misconduct that is subject to this report.

The responsibility to report conduct prohibited by this policy arises even if the conduct is directed toward someone else and even if the person toward whom it is directed does not want it reported.

Reports may be made orally or in writing, free of requirements as to form.

Because reports of conduct prohibited by this policy will be treated as serious charges, the making of a deliberately false report, or a report made with reckless disregard for its truth or falsity, may subject the maker to disciplinary action.

#### **V. INVESTIGATION AND RESOLUTION**

The City of East Palo Alto will investigate all reported violations of this policy. All employees, volunteers, interns, vendors and contractors, members of the City Council, or members of a City advisory body shall cooperate with any such investigation.

Any supervisor, manager department head, member of the City Council, or member of a City advisory body who receives a report of, or who becomes aware of, conduct prohibited by this policy shall promptly report it to the Personnel Officer. Upon receiving the report, the Personnel Officer shall direct any report that accuses a City Council member or appointee to the City Council for investigation and resolution. The City Council shall delegate the responsibility to conduct a prompt, full, and fair investigation to the qualified private investigator. Upon receiving a report regarding a non-City Council member or appointee, the Personnel Officer shall conduct a prompt, full, and fair investigation, or delegate that responsibility to a qualified City employee or private investigator. The person performing the investigation shall:

- Interview the complainant, the accused, and any other person the investigator believe to have knowledge relevant to the charges;
- Gather and review any documentary, electronic, or physical evidence relevant to the charges;
- Consult with legal counsel as needed;
- Determine whether the charges can or cannot be substantiated; and
- Develop recommendations for appropriate remedial and/or disciplinary action, if any.

## **VI. OUTSIDE ADMINISTRATIVE AGENCIES**

In addition to the remedies described in this Policy, the U.S. Equal Employment Commission and the California Department of Fair Employment and Housing provide administrative complaint and investigation processes as to harassment, discrimination or retaliation on the basis of a protected status. The toll free telephone number for such office is listed below:

California Department of Fair Employment and Housing 1.800.233.3212  
U.S. Equal Employment Opportunity Commission 1.800.669.4000

## Attachment D: Sample Table Format

### Qualifications of Firm Relative to City's Needs

Project Name	Client	Description of Work	Total Project Cost	Percentage of work firm responsible for	Period work was completed	Client Contact Information
Did your firm meet the project schedule						
Did your firm meet the project schedule						

### Attachment E: Cost Proposal Format

Scope	Staff Member (Planner, Project Engineer)	Estimated Hours	Hourly Rate	Total Cost
Task 1				
Task 2				
Task 3				
Total				

Attachment F - Local Agency Proposer UDBE Commitment (Consultant Contract)”  
(Exhibit 10-01)



**INSTRUCTIONS – LOCAL AGENCY PROPOSER UDBE COMMITMENT  
(CONSULTANT CONTRACTS)****ALL PROPOSERS:**

**PLEASE NOTE: It is the proposer’s responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Women. This information must be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.**

A “UDBE” is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer’s Name, and Contract UDBE Goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to UDBEs (or performed if the proposer is a UDBE). The UDBE prime contractors shall indicate all work to be performed by UDBEs including work to be performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter UDBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are due and include UDBE address and phone number).

There is a column for the percent participation of each UDBE. Enter the Total Claimed UDBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See “Notice to Proposers Disadvantaged Business Enterprise Information,” (Exhibit 10-I) to determine how to count the participation of UDBE firms. **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer’s good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-01 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

**For the Successful Proposer only, local agencies** should complete the Proposal Number, Federal-aid Project Number, Federal Share, and Proposal Date fields and verify that all information is complete and accurate before filing.

Attachment G - Local Agency Proposer DBE Information (Consultant Contract)" (Exhibit 10-O2)

**EXHIBIT 10-02 Local Agency Proposer DBE Information (Consultant Contracts)**

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

LOCAL AGENCY: City of East Palo Alto LOCATION: 1960 Tate Street, East Palo Alto, CA 94303

PROJECT DESCRIPTION: Bay Road Phase II/III (TIP SM-07-0004)

TOTAL CONTRACT AMOUNT (\$): \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE

**For Local Agency to Complete:**

Local Agency Contract Number: \_\_\_\_\_  
 Federal-Aid Project Number: \_\_\_\_\_  
 Federal Share: \_\_\_\_\_  
 Contract Award: \_\_\_\_\_

Local Agency certifies that the DBE certifications have been verified and all informations is complete and accurate.

\_\_\_\_\_  
 Print Name Signature Date  
 Local Agency Representative

(Area Code) Telephone Number: \_\_\_\_\_

Total Claimed DBE Participation

\$ \_\_\_\_\_  
 \_\_\_\_\_%

\_\_\_\_\_  
 Signature of Proposer

\_\_\_\_\_  
 Date (Area Code) Tel. No.

**For Caltrans Review:**

\_\_\_\_\_  
 Print Name Signature Date  
 Caltrans District Local Assistance Engineer

\_\_\_\_\_  
 Person to Contact (Please Type or Print)

Local Agency Proposer DBE Information (Consultant Contracts)  
 (Rev 6/27/09)

**Distribution:** (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution. Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.  
 (2) Original - Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION  
(CONSULTANT CONTRACTS)**

**SUCCESSFUL PROPOSER:**

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer’s Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant’s and subconsultant’s certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe exact portion of time to be performed by the DBE.) See “Notice to Proposers Disadvantaged Business Enterprise Information,” ( Exhibit 10-I) to determine how to count the participation of DBE firms.

Exhibit 10-O2 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

**Local agencies** should complete the Contract Number, Federal-aid Project Number, Federal Share, and Contract Award fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the deobligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

\_\_\_\_\_

\_\_\_\_\_