

CITY OF MANTECA

Request for Proposals (RFP)

For

Design Services

For the

The Woodward and Wellington Pedestrian Project



Issued: August 18, 2016

Due: September 19, 2016

Request For Proposal
For
The Woodward Avenue and Wellington Avenue Pedestrian Project

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I. INTRODUCTION

The City of Manteca (CITY) is soliciting for design services and construction support services for The Woodward and Wellington Pedestrian Project in the City of Manteca.

Selection will be based on qualifications only. The city will then negotiate with the highest ranked firm for scope and fee.

II. PROJECT AND SERVICES DESCRIPTION

A. PROJECT DESCRIPTION

This project entails these items:

- The construction of a high visibility crosswalk with overhead flashers, at Woodward Avenue and Wellington Avenue. This would be similar to what the City installed at the intersection of Woodward Avenue and Buena Vista Drive.
- A high-visibility multiway stop at the intersection of Pillsbury Road and Woodward Avenue.
- The construction of a pedestal mounted rapid flashing LED and high visibility crosswalk at the intersection Woodward Avenue and Pagola Avenue. This would be similar to similar to what has been installed at the intersection of Cottage Avenue and Brookdale Way.
- Traffic Signal Warrant Analysis for the intersection of Pillsbury Road and Woodward Avenue.

B. PROJECT CONCERNS

The Consultant shall conduct the due diligence and obtain the required permitting necessary to provide electrical service to operate the high-visibility flashers and multi-way stops.

Selection of the overhead crossing arms and other equipment shall take into account lead time necessary for the contractor to order and place contracted items.

C. SERVICES

Services are anticipated to generally include, but are not limited to, design services and construction support. Consultants shall allow adequate time in the schedule for all reviews.

D. DBE GOAL

There is no DBE goal for this project.

III. PROJECT STATUS

A. FUNDING

Funding has been secured in the City's Capital Improvement Program Budget. Funds are available to pay for design, construction and construction support.

IV. PROJECT SPECIFIC CHALLENGES

For a Work Plan to be accepted the following project challenges shall be addressed with potential and alternate solutions that are workable and can be effectively implemented:

1. Electrical Service
2. Striping Plans
3. Project Constructability
4. Specified Material Availability
5. Traffic Management

V. MATERIALS FURNISHED BY CITY

No materials should be expected to be furnished by the CITY.

All software, data, reports, surveys, drawings, and other documents furnished to the Consultant by CITY for the Consultant's use in the performance of services shall be made available only for use in performing the assignment and shall remain the property of CITY. All such materials shall be returned to CITY upon completion of services, termination of the Agreement, or other such time as CITY may determine.

VI. CONTRACT TYPE

A "Time and Materials Fee" with a not to exceed amount agreement is expected be issued for the project. Any services provided by the Consultant, which are not specifically covered by the Contract, will not be reimbursed. It is the Consultant's responsibility to recognize and notify CITY when services not covered under the Contract have been requested.

VII. PROPOSAL INSTRUCTIONS

Proposals will be accepted until 4:00 p.m., Pacific Time, on the due date. An electronic copy shall be E-mailed to the following (hard copies are not required):

mholloway@ci.manteca.ca.us

Matiel Holloway
Associate Engineer
City of Manteca – Public Works Department
1001 West Center Street, Suite E
Manteca, CA 95337

Proposers shall include the following information in their proposals:

A. Technical Proposal Content:

A. Work Plan

This section of the proposal shall provide a narrative that addresses the Scope of Services (Exhibit A) and shows understanding of the project needs and requirements. Specifically:

- i. Describe the approach and work plan for completing the tasks specified in the Scope of Services. The work plan shall be of such detail to demonstrate ability to accomplish the project objectives and overall schedule.
- ii. Outline sequentially the activities that would be undertaken in completing the tasks and specify who in the firm would perform them.
- iii. Furnish a project schedule for each task and subtask in terms of elapsed weeks from the project commencement date.
- iv. Identify methods that will be used to ensure quality control as well as budget and schedule control for the project.
- v. Identify any special issues or problems that are likely to be encountered during this project and how they will be addressed.
- vi. Consultants are encouraged to propose enhancements, procedural or technical innovations, to the Scope of Services that do not materially deviate from the objectives or required content of the project.

B. Cost Proposal Cost Requirements

The Cost proposal **shall not** be included with the Proposal. The top ranked firm will be sent a request to submit their cost proposal. The city will then negotiate scope and fee with the top ranked firm. If the City and top ranked firm are not able to come to an agreement, a cost proposal from the second ranked firm will be requested. The city will then negotiate scope and fee with the second ranked firm, and so forth.

- A. The consultants cost proposal shall contain the following:
- i. The fee proposal shall be submitted for the consultant services outlined in the scope of work, Attachment A of this RFP. The basis of payment for the service provided under this agreement is expected be “Time and Materials Fee” with a not to exceed amount. The fee proposal shall be identified for each phase of work.
 - ii. The consultant shall submit a breakdown of the anticipated cost by task. Indicate the number of staff hours and hourly rates. Include all materials and equipment costs that will be necessary in completing this task.
 - iii. Cost proposals shall also be separated out and clearly identified into the tasks as described in Exhibit A

C. Contract Comments:

A sample contract is included in this RFP and will be the basis for the contract between CITY and Consultant. Provide a written discussion of any proposed deviations to the sample contract. Please note that CITY reserves the right to disqualify any Consultant that does not provide a complete written discussion of its contractual objections or to disqualify any Consultant based on objections that CITY considers non-negotiable. CITY does not anticipate making substantive changes to its Terms and Conditions.

VIII. ACCEPTANCE OF PROPOSALS

CITY reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals. CITY reserves the right to withdraw or cancel this RFP at any time without prior notice and CITY makes no representation that any contract will be awarded to any firm responding to this RFP. CITY reserves the right to re-issue a new RFP for the same or similar services. CITY reserves the right to postpone proposal openings for its own convenience. Proposals received by CITY are public information and must be made available to any person upon request. Submitted proposals are not to be copyrighted.

IX. CONSULTANT SELECTION

The primary objective of CITY is to select a qualified firm to perform necessary services of CITY at a fair and reasonable cost. To that end, CITY has established the following criteria for the selection process:

A. Rejections

All proposals will be reviewed to determine conformance with the RFP requirements. Any proposal that the CITY deems incomplete, conditional, or non-responsive to the requirements of the RFP may be rejected. As was stated above; the CITY reserves the right to reject any and all proposals as well.

B. The selection process shall be fair, open, and competitive.

C. The selection of the consultant firm will be based on clearly stated objectives.

D. Selection of consultants/firms shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required services.

E. Selection Criteria

- a. Ability to complete work on time
- b. Responsiveness to the RFP
- c. Level of effort relative to services provided
- d. Understanding of project scope

X. NEGOTIATIONS AND ENGAGEMENT

The final contract and Scope of Services will be negotiated. Consultants are required to include in their proposal any comments relating to the Scope of Services and/or the terms and conditions of CITY's sample contract. CITY reserves the right to disqualify any firm that does not provide written comments it has relative to CITY's terms and conditions. CITY does not anticipate making any substantive changes to its terms and conditions.

In the event that contract negotiations with the top-ranked firm are unsuccessful, CITY shall begin negotiations with the second-ranked firm, and so on.

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XI. CONFLICT OF INTEREST

The selected consultant will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time. The determination of a conflict of interest, direct or incidental, shall be at the sole discretion of CITY.

All questions must be in writing.

Address questions via email to:

Matiel Holloway, P.E.
Associate Engineer
(209) 456-8411
mholloway@ci.manteca.ca.us

ATTACHMENT “A”
SCOPE OF SERVICES

Design Services
For the
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TASK 1 - PROJECT MANAGEMENT

1.1 Project Management

Consultant shall furnish a Project Manager to coordinate all Consultant operations with CITY, including but not limited to, tracking progress of the work and administering subcontracts. Consultant Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the CITY and other applicable standards and requirements. Consultant Project Manager shall prepare and submit monthly project progress reports to CITY Project Manager.

Deliverables:

- *Monthly Progress Reports*

1.2 Coordination and Meetings

Consultant Project Manager shall conduct regular meetings with CITY, and shall conduct meetings and coordination with other stakeholders, including City, and other agencies, in monthly Project Development Team (PDT) meetings or technical workshops and focused meetings as necessary. Consultant Project Manager will be responsible for preparation of agendas and meeting minutes, communication and distribution of project records and information, and responses to all internal requests for information about the project.

Deliverables:

- *PDT meeting notices, agendas, handouts/exhibits, and minutes.*

1.3 Administration

Consultant Project Manager shall prepare and update the Project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall consider CITY reviews. Consultant Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, and project issues and concerns and procedures.

Deliverables:

- *Project Schedule and Master Files*

1.4 Public Outreach

Consultant shall provide the necessary public outreach to residences, businesses and other stakeholders during the design and construction phases of the project. The intent is to notify the public during the design and construction of the project and make reasonable changes to the project to minimize the impact of the project.

TASK 2 – PREPARE BASE MAPS AND PLAN SHEETS

2.1 Mapping and Surveys

Consultant shall perform survey control work and engineering surveys necessary to produce the mapping for final design. Consultant shall perform the necessary work to establish the project design file and CADD base maps. Consultant will be responsible for obtaining as-built maps, record of surveys, topographic data, aerial mapping, and maps and plans of major utilities and proposed utilities within the project area. Consultant will be responsible for obtaining any right of entry permits required for field survey work.

Deliverables:

- *Design Survey and Mapping Data*

2.2 Preliminary Design

Consultant shall update and prepare engineering base maps to be utilized for final design.

Design activities under this task shall include, but not be limited to the following:

- Horizontal and Vertical Alignment
- Typical Cross Sections
- Super Elevations
- Includes Delineation Support
- Review of Geometric Design
- Conceptual stage construction plans
- Exceptions to Design Standards

Deliverables:

- *Design Base Maps*

TASK 3 – PREPARE DRAFT PLANS, SPECIFICATIONS&ESTIMATE (PS&E)

3.1 Draft Plans

Consultant shall prepare the PS&E plans set for the project following the Caltrans Highway Design Manual and Caltrans Standard Plans as applicable. Preparation of the PS&E plans set shall include, but not be limited to the preparation of the following roadway engineering sheets:

- | | |
|-----------------------------|--|
| - Title Sheet | - Typical Cross Sections |
| - Roadway/Geometric Layouts | - Signing and Pavement Delineation Plans |
| - Construction Details | - Electrical Plans |
| - Summary of Quantities | - Stage Construction Plans |
| - Traffic Handling Plans | - Utility & Utility Relocation Plans |
| - Signal and STOP Poles | |

Preparation of the roadway plans shall be consistent with Caltrans design standards to the greatest extent feasible. Consultant shall perform an internal QA/QC plans check and review and shall submit copies to CITY for review prior to.

Consultant shall notify the CITY's Project Manager if the Consultant is seeking any exceptions to any applicable design standards.

Deliverables:

- 35% Plans
- 65% Plans
- 95% Plans

3.2 Draft Specifications

Consultant shall prepare the Specifications and Special Provisions and PS&E Quantities and Estimates for the project following the Caltrans Standard Specifications. Consultant shall notify the CITY's Project Manager if the Consultant is seeking any exceptions to this requirement.

Deliverables:

- *Draft Specifications and Special Provisions*

TASK 4 – PREPARE FINAL PS&E PACKAGE

4.1 Final PS&E Package

This task includes the distribution of the draft final combined PS&E package for, the CITY, and other stakeholders. Consultant shall address comments received and incorporate changes as appropriate in the final combined PS&E package. Under this task, Consultant shall perform an internal QA/QC plan check and review and shall submit the final combined PS&E package to an independent reviewer, which shall be provided by the Consultant. The independent reviewer shall be a registered Professional Engineer in the State of California and shall certify the quality of the package and that the plans are constructible. The independent reviewer shall submit a stamped report to the CITY summarizing its review and certifying the constructability of the plans and that the final combined PS&E package is biddable. Consultant will be responsible for completion of the draft final combined PS&E package in a manner where there is sufficient time to address comments during the independent review and finalize the PS&E package within the project schedule. Consultant will be responsible for the constructability of the project.

Deliverables:

- *Final Combined PS&E Package*

4.2 Resident Engineer File and Supplemental Materials

Consultant shall be responsible for preparing the pending Resident Engineer File and other supplemental PS&E materials, which would include the following:

- Materials Information Handout
- Construction Staking Package and Control
- Construction Permits
- Project Controls for Construction

Deliverables:

- *Pending Resident Engineer File*
- *Supplemental PS&E Materials*

TASK 5 – PERMITS&AGREEMENTS

5.1 Obtain Required Permits

Consultant shall perform work to identify and obtain all necessary permits and agreements needed for project construction. Work as part of this task may include discussions with permitting agencies, preparation of the permit and attachments such as maps and other exhibits identify funds necessary for the permit application, and submitting the permit. Consultant is responsible for identifying and obtaining all permits that are required to complete the project construction. Discussions and negotiations with permitting agencies shall only be performed in consultation with the CITY Project Manager or designee.

Deliverables:

- *Various Construction Permits*

TASK 6 – CONSTRUCTION SUPPORT

6.1 Construction Support

Consultant shall respond to all Contractor Request for Information (RFI), Design changes and/or revisions. Consultant shall also review all Proposed Change Orders for accuracy and reasonableness.

Deliverables:

- *Respond to RFI's*
- *Review Submittals*
- *Design Changes as needed*
- *Review of Proposed Change Orders*

6.2 Construction Meetings

Consultant shall be present at the mandatory Pre-Bid meeting to answers relevant questions. Consultant shall also be present at the Construction Kick-Off meeting.

6.2 Record Plans

Consultant shall coordinate with the Construction Engineering firm, and Contractor to prepare Record Drawings or 'As-Built'

Deliverables:

- *Record Drawings*

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ATTACHMENT "B"

Sample Contract



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this _____ day of _____, 2016, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and _____, a _____ corporation ("Consultant").

RECITALS

Consultant is specially trained, experienced, and competent to perform the professional services required by this Agreement.

Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.

City desires to retain Consultant to render the professional services set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services described in the attached Exhibit A that is incorporated by this reference, and pursuant to the Proposal submitted by Consultant dated _____, and attached hereto as Exhibit B. Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that may be provided from time to time. Performance of the services is sometimes referred to herein as "the Project."

2. Work Through City Staff. Consultant shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Consultant from the applicant. All requests shall be noted to City in an expeditious manner.

3. Time of Performance. Consultant's services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as Exhibit C. All work shall be completed no later than _____. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.

4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed _____ DOLLARS (\$ _____). Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

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5. Method of Payment. Consultant shall submit monthly billings to City specifying and describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures. Full payment of each task will only be made at such time as each task is completed.

City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if Consultant fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

6. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents; Confidentiality.

E. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work. City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

F. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. These materials shall not, without the City's prior written consent, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to Consultant that is otherwise known to Consultant, or is generally known, or has become known to the related profession shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the Project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any

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magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Consultant's Books and Records.

A. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

B. Consultant shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

G. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to 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 at Consultant's address specified in Section 16 of this Agreement.

H. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, Consultant shall act as and be an independent contractor and not an agent, or employee of the City. Consultant shall obtain no rights to retirement or other benefits that accrue to City's employees, and Consultant expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

A. Consultant represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

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- i. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and
- ii. possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant.

A. City is relying upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

B. The primary provider of the services required by this Agreement shall be _____ . A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

13. Compliance with Laws. Consultant shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Consultant to practice its profession.

15. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant's performance of this Agreement, or Consultant's failure to comply with any of its obligations contained in this Agreement.

16. Insurance Requirements.

A. Job specific insurance requirements can be found on the attached Exhibit 1. Other insurance provisions can be found below:

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B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

- (1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work.
- (2) The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- (3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.
- (5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.
- (6) The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.
- (7) The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. Consultant shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed

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to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Manteca
 1001 W. Center Street
 Manteca, CA 95337
 Attention: **Matiel Holloway P.E.**

If to Consultant: _____

 Attention: _____

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

21. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

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24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or later enacted.

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30. Precedence. In case of conflict between Consultant's Proposal dated ____ and this Agreement (which includes Exhibit A and Exhibit C) this Agreement and its exhibits shall take precedence over Consultant's proposal.

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TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA,
a public body, corporate and politic

CONSULTANT:

a _____ corporation

By: _____
Name: _____
Title: Mayor

By: _____
Name: _____
Title: _____

ATTEST:

_____, **City Clerk**

APPROVED AS TO FORM:

City Attorney

Attachment A

Scope of Services

**By and between
City of Manteca**

And

TBD

For

Design Services

For the

The Woodward and Wellington Pedestrian Project

**In the City of Manteca
San Joaquin County, California**

Attachment B

Fee Proposal

**By and between
City of Manteca**

And

TBD

For

Design Services

For the

The Woodward and Wellington Pedestrian Project

**In the City of Manteca
San Joaquin County, California**

Request For Proposal
For
The Woodward Avenue and Wellington Avenue Pedestrian Project

Attachment C

Schedule

**By and between
City of Manteca**

And

TBD

For

Design Services

For the

The Woodward and Wellington Pedestrian Project

**In the City of Manteca
San Joaquin County, California**

ATTACHMENT “1”

Insurance Requirements for Professional Services

**By and between
City of Manteca**

And

TBD

For

**Design and Environmental Services for the
[Project Title]**

**In the City of Manteca
San Joaquin County, California**

Insurance Requirements for Professional Services

INSURANCE REQUIREMENTS

Consultants shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

Minimum Limits of Insurance: Coverage shall be at least as broad as:

Commercial General Liability

- Commercial General Liability Insurance with \$1,000,000 minimum limit per occurrence.
- If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Commercial General Liability Additional Insured Endorsement naming the following as insured **on 2001 or earlier issued endorsement forms:**
 “City of Manteca, its officers, officials, employees, agents, and volunteers”.

Automobile Liability

If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than:

- Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.
- Automobile Liability Additional Insured Endorsement naming the following as additional insured:
 “City of Manteca, its officers, officials, employees, agents, and volunteers”.

Worker’s Compensation

As required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions)

Insurance appropriates to the Contractor’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured’s as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant’s insurance and shall not contribute with it.

Request For Proposal
For
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3. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Manteca reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Manteca

Waiver of Subrogation

Consultant hereby grants to The City of Manteca a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that The City of Manteca is an additional insured on insurance required from subcontractors.

SPECIAL RISKS OR CIRCUMSTANCES

The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.