

# CITY OF CALIPATRIA



## **REQUEST FOR QUALIFICATIONS and COST PROPOSAL for PROFESSIONAL SERVICES ASSOCIATED WITH THE RAILROAD CORRIDOR MULTI-USE BICYCLE MASTER PLAN**

Date Released: October 5, 2018

City of Calipatria  
125 North Park Avenue  
Calipatria, CA 92233

Proposals are due prior to 4:00 P.M., October 25, 2018

**CITY OF CALIPATRIA  
REQUEST FOR QUALIFICATIONS  
for  
PROFESSIONAL SERVICES**

The City of Calipatria is seeking a qualified consulting firm to provide planning, pre-development, engineering surveys and conceptual design services for the development and preparation of a railroad corridor, multi-use bicycle path and master plan. One of the central components of the Railroad Corridor Multi-Use Bicycle Master Plan is to address and improve bicycle and pedestrian linkages along a railroad corridor and plan for the safe connectivity of disadvantaged neighborhoods in the study area. The City of Calipatria intends to enter into a professional service agreement with qualified individuals or firm(s) to develop the comprehensive master plan as briefly summarized below and detailed under the Scope of Work section of this RFQ:

**Review and Assess Current and Previous Planning Documents.** The consultant will conduct a thorough review of existing planning documents including zoning, bicycle, pedestrian, circulation and other adopted plans for the study area. A Summary Report of Existing Conditions will be required that relays summary of findings and issues discussed in the documents.

**Inventory of the Current Pedestrian and Bicycle Environment.** The consultant will conduct a thorough inventory of bicycle and pedestrian facilities within the study area and note all safety concerns and existing right-of-way and easement conditions and potential issues. This inventory will consist of the presence, type, and location of surface materials, landscaping, utility easements, fixed objects and barriers, streetscape improvements and right-of-way limits, and other features that may impact the bicycling and walking environment. Findings shall be presented both in the form of a schematic map and summary of findings report.

**Develop and Implement a Public Participation and Outreach Program.** The consultant shall develop a public participation plan that will target the affected neighborhoods. Outreach materials and meetings must be able to be delivered in English and Spanish so that a basic understanding of the Master Plan's intent and purpose is understood prior to, and during, plan development.

**Needs Analysis & Design Concept.** Based on a study of the existing conditions and input received from the public workshop, the consultant will develop a list of priority projects, design policies, and strategies that meet the needs and objectives of the Calipatria Railroad Corridor Multi-Use Bicycle Master Plan for presentation at a Public Hearing before the Planning Commission and final adoption by the City Council. The Final Master Plan shall incorporate ultimate design concepts.

The firm selected must demonstrate experience in providing the aforementioned professional services, must be capable of producing the services in a highly professional and cost-conscious manner. All qualified firms interested in providing these services are invited to submit their Statement of Qualifications (SOQs) and Cost Proposal. **SUBMISSION DEADLINE: Receipt up to, but no later than 4:00 p.m., Thursday, October 25, at City Hall, City of Calipatria, 125 North Park Avenue, Calipatria, CA 92233.** Submittals received after the time and date specified above will be considered nonresponsive and will not be considered.

Submit five (5) hard copies and one (1) electronic copy in PDF format on a CD/USB of the Consultant's SOQs and Cost Proposal. Full submission shall be in a sealed package clearly marked "Professional Services for Railroad Corridor Multi-Use Bicycle Master Plan" as follows:

Mr. Romualdo J. Medina, City Manager  
City of Calipatria  
125 North Park Avenue  
Calipatria, CA 92233

## **BACKGROUND INFORMATION**

The City of Calipatria is an incorporated community in the northern portion of Imperial County, located in southern California, along the US/Mexico border. The estimated population as of January 2018 is approximately 7,488 people (approximately 3,696 people in group quarters-Calipatria State Prison). The City of Calipatria is a general law city governed by a Mayor and four Council members with a 2017/2018 municipal budget of \$3.8 Million. This project is being funded through a Sustainable Communities Planning Grant of \$75,250, administered by Caltrans.

The City of Calipatria is requesting Statement of Qualifications (SOQs) and Cost Proposals for the purpose of selecting a firm to provide professional planning and engineering services to develop and complete the City of Calipatria Railroad Corridor Multi-Use Bicycle Master Plan. For all intents and purposes, the selected Consultant(s) shall be able to complete all of the Scope of Work outlined in this RFQ and shall prepare hard copies and electronic copies of all deliverable work noted in this RFQ. The selected Consultant(s) shall be familiar with and shall follow relevant local, state, and federal regulations, including the City of Calipatria's General Plan, Standards Details and Specifications, and adopted Ordinances.

The base level of service will require a senior level planner and senior level engineer. The Consultant is expected to perform those activities outlined in the Scope of Work section of this RFQ and must adhere to California Senate Bill No 1 (SB-1) as well as all applicable Caltrans policies and procedures. Travel expenses and per diem rates are not to exceed the rate specified by the State of California department of Human Resources. All costs must be itemized, including the identification of each employed contractor or sub-contractor providing services. Therefore, the Cost Proposal shall be detailed enough to identify the personnel expected to perform the work and their respective hourly rates. Invoices will be required to be accompanied by a written narrative of work performed by each employee invoicing time.

The selected firm will be required to enter into a Professional Services Agreement (a sample which is incorporated as **Attachment 1** of this RFQ) and hereafter "Agreement." The Agreement shall become effective upon execution and shall continue in full force and effect beginning on the date that both parties have signed the agreement.

## **SCOPE OF WORK & DELIVERABLES**

*Note: The Scope of Services presented herein is the minimum scope of service expected from the selected individuals or firm. The final Scope of Work is subject to change following the selection process and negotiations with the selected individual or firm. Therefore, the City reserves the right to make revisions.*

### **TASK 1- EXISTING CONDITIONS ASSESSMENTS**

A review of existing conditions and currently adopted planning documents is required in order to develop an effective multi-use corridor and bicycle master plan. Consultant will be required to review the following, but not limited to, planning documents which will be provided in a CD: Calipatria General Plan, Calipatria Bicycle Master Plan, Imperial County Bicycle Master Plan, Imperial County Safe Routes to School Plan, Calipatria Zoning Ordinance and Calipatria Adopted Standards, Details, and Specifications.

#### **Task 1.1 Kickoff Meeting.**

The consultant team and City Staff will meet with representatives of Caltrans to discuss grant requirements, timing milestones, and other related issues. It is expected that the Consultant will have performed a cursory review of the planning documents provided by this time and that the consultant will make a written request

to the City for any other City material documents that they may need. Consultant shall take meeting notes and distribute within three days after the meeting and allow for any material changes from City or Caltrans.

**Task 1.2 Review and Assess Current and Previous Planning Documents.**

The consultant will conduct a thorough review of existing bicycle, pedestrian, and other related planning documents for the study area. Relevant documents include, but are not limited to: Calipatria General Plan, Calipatria Bicycle Master Plan, Imperial County Bicycle Master Plan, Imperial County Safe Routes to School Plan, Calipatria Zoning Ordinance and Calipatria Adopted Standards, Details, and Specifications. A Summary Report of Existing Conditions will be submitted to the City outlining the list of documents reviewed, a brief summary of findings and issues discussed in the documents, and a discussion of their relevancy to the Master Plan.

**Task 1.3 Inventory of the Current Pedestrian and Bicycle Environment.**

One of the central components of the plan is to improve bicycle and pedestrian linkages along the railroad corridor and design safe connectivity for disadvantaged neighborhoods while maintaining the rural character of Calipatria. The consultant will conduct a thorough inventory of bicycle and pedestrian facilities within the study area and note any safety concerns. Existing right-of-way limits and easement issues shall be addressed for all utilities, local and State systems and for the railroad. This inventory will consist of the presence, type, and location of right-of-ways and easements, surface materials, landscaping, fixed objects and barriers, streetscape improvements, and other features that may impact the bicycling and walking environment and shall be presented both in the form of a schematic map and summary of findings.

<b>Task</b>	<b>Consultant Deliverables</b>
1.1	<b>Kick Off Meeting</b> a) <i>List of Document Requests</i> b) <i>Meeting Minutes</i>
1.2	<b>Summary Report of Existing Conditions</b> a) <i>Prior Community Concerns</i> b) <i>Adopted Recommendations</i> c) <i>Relevancy to Master Plan</i>
1.3	<b>Environment Summary of Findings</b> a) <i>Existing Recorded or Prescriptive Rights Right-of-Ways &amp; Limits</i> b) <i>Existing Recorded or Prescriptive Rights Easements</i> c) <i>Existing Physical Barriers</i> d) <i>Schematic Map</i>

**TASK 2-PUBLIC OUTREACH**

Participation from neighborhood residents and other key stakeholders is vital in achieving long-term support and continued use of bikeway facilities along the railroad corridor. Outreach efforts are intended to gain user-perspective of key issues and opportunities. Public involvement is expected during the planning phase, development phase, and final completion phase.

**Task 2.1 Develop an Outreach Plan.**

Existing or potential groups that would have an interest and/or concern for bicycle planning and implementation will be identified by the Consultant. An Outreach Plan will need be developed to make it as easy as possible for the public to communicate with the City and the project team in development of the Master Plan. The Outreach Plan will include both traditional and social media approaches for a broader reach and shall further incorporate methodologies for at least one visual preference survey, two public workshops and at least one public hearing noticed in a newspaper of general circulation. Outreach shall be in English and Spanish. The outreach plan shall be approved by the City Manager.

**Task 2.2 Public Workshops & Public Meetings.**

A minimum of two public workshops will be conducted where one of the workshops will be an organized walking or bicycling tour attended by neighborhood residents, City representatives and the consultant’s team to promote a shared stakeholder experience and improve the decision-making process. Input will be gathered from the public regarding current issues and impediments to the bicycle riding experience. Key findings & recommendations, including draft policies, programs, practices, and project concepts will be presented in the second workshop via a PowerPoint Presentation to facilitate review. Material shall be translated for hand-out material. Additional input will be received during a Planning Commission and City Council meetings.

<b>Task</b>	<b>Consultant Deliverables</b>
2.1	<b><i>Outreach Plan Shall Contain</i></b> a) <i>Survey Method(s) &amp; Scope</i> b) <i>Public Workshop Method(s) &amp; Scope</i> c) <i>Public Hearing Format</i>
2.2	<b><i>Public Outreach Events</i></b> a) <i>Survey Copies and Results</i> b) <i>Public Workshop Presentation &amp; Hand-Outs</i> c) <i>Copy of Advertisements</i>

**TASK 3- NEEDS ANALYSIS**

Based on a study of the existing conditions and input received from the public workshop, the consultant will develop a list of priority projects, design policies, and strategies that meet the needs and objectives of a safe connectivity corridor. An engineers opinion of probable cost shall be presented for project components. Because the City of Calipatria is an economically disadvantaged community, it is essential that a maintenance strategy be addressed by the consultant as well.

**Task 3.1 Propose Bicycle and Pedestrian Capital Projects.**

Consultant shall develop a list of recommended capital projects beyond the Multi-Use Bicycle Path and identify key components and improvements to improve safety and ensure and encourage bicycle and pedestrian use as identified by the community or through the outreach efforts. Issues to be address, include, but are not limited to noise attenuation, railroad crossing safety, accessibility and linkage. Consideration will be given to a phased approach and projects will be prioritized by

those having the greatest impact on safety. All projects will include a design concept and shall include an engineers opinion of probable cost. Right-of-Way acquisition costs shall be included, as applicable. Each project shall identify at least one other alternative considered and why it was not recommended. Aside from the Railroad Corridor Multi-Use Bicycle Path capital project, at least three other capital projects linking to said path shall be identified.

**Task 3.2 Design Policies and Guidelines.** Consultant shall draft Policies and Design guidelines for the bike paths, sound wall, landscaping and other components of the Master Plan. The recommended Policies, Design and Guidelines shall be incorporated into the Final Plan. The consultant shall further set up policies in ordinance format for City Council adoption consideration. It shall be noted by the consultant whether the policies presented will require an amendment to any other existing documents or plans, including the zoning ordinance.

For any projects that are identified within the Caltrans Right of Way, applicable Manual on Uniform Traffic Control Devices (MUCTD) and other statutes and codes will be followed. All projects will be reviewed by the various Caltrans Divisions as deemed appropriate by the Caltrans grant representative.

**Task 3.3 Maintenance Strategy.** Successful implementation of the Master Plan will depend on the long-term sustainability thus low maintenance need of the proposed concepts and improvements. A maintenance strategy will be outlined for hardscape and drought tolerant landscape improvements inclusive of xeriscape and plant material recommendations. The consultant shall prepare a budget to consider annual personnel time, water service fees, capital replacement costs, etc. The need for a cooperative agreement with Caltrans shall be addressed if, and when, any of the recommended projects are within Caltrans right-of-way.

Task	Consultant Deliverables
3.1	<p><b>Capital Project Recommendations Report</b></p> <ul style="list-style-type: none"> <li>a) Identification of Primary Project + 3 Support Projects and Alternatives as Applicable</li> <li>b) EOOPC for All Four Projects</li> <li>c) Design Concepts for all Four Projects</li> <li>d) Recommended Project Phasing</li> </ul>
3.2	<p><b>Draft Policies and Design Guidelines</b></p> <ul style="list-style-type: none"> <li>a) Design Guidelines and Development Policies shall be incorporated into Master Plan</li> <li>b) A Draft Ordinance for proposed policies shall be presented to City Council for consideration</li> </ul>
3.3	<p><b>Maintenance Strategy &amp; Landscape Recommendations</b></p> <ul style="list-style-type: none"> <li>a) Develop Maintenance Strategy &amp; Landscaping Plan with anticipated O&amp;M Costs</li> <li>b) Cooperative Agreement Assessment</li> </ul>

## **TASK 4-MASTER PLAN AND DESIGN CONCEPTS**

The Master Plan shall present all of the information gathered in Tasks 1 through 4 in a manner that is readable to the general public. All existing data collected and community input received during the public outreach process and research analysis will be refined and presented in the Final Master Plan document and all raw data shall be incorporated as Appendices, including any public comments received. The consultant shall use graphs, exhibits and drawings as much as possible. A definitions section shall be included to clarify terminology and acronyms.

### **Task 4.1 Draft Railroad Corridor Multi-Use Bike Path Master Plan.**

An Administrative Draft Master Plan will be required and shall include photographs, graphics, tables, conceptual drawings, final estimated costs, development guidelines and impacts to annual maintenance costs. The administrative draft will be provided in electronic format and be circulated for staff review. Any revisions requested by staff shall be completed by the Consultant before a final draft is presented to the community, the Planning Commission and City Council. The final draft Master Plan will be made available for public review and will be sent by Consultant to the Imperial County Transportation Commission, Imperial County SCAG Office, the Calipatria Unified School District, the Calipatria Public Library, the Imperial Valley Housing Authority, and Caltrans District 11 for an opportunity to comment. The public review period shall be for a minimum thirty (30) calendar day period. Distribution shall be in the form of one hard copy and one CD. Proof of distribution shall be provided to the City Manager (e.g. transmittals, certified mail receipts, Federal Express, etc). The consultant shall pay for all reproduction and mailing costs.

### **Task 4.2 Final Railroad Corridor Multi-Use Bike Path Master Plan.**

Any comments received during the public review period will be presented to City Council at a duly noticed public hearing before it considers adoption of the Final Master Plan and shall further be incorporated as a final alternative.

<b>Task</b>	<b>Consultant Deliverables</b>
4.1	<b><i>Administrative Copies</i></b> a) <i>Administrative Draft Master Plan</i> b) <i>Distribution Documentation</i> c) <i>Comments Received (if any)</i>
4.2	<b><i>Final Master Plan</i></b> a) <i>One USB or CD of Final Master Plan PDF and Word Format</i> b) <i>Five Bound Hard Copies</i>

## **PERSONNEL QUALIFICATIONS & REQUIREMENTS**

The selected Consultant shall be knowledgeable about, and comply with, all applicable Federal, State, and Local laws and regulations. It is preferred that the project team contain at least one certified planner/transportation planner. Assisting personnel shall be capable, competent, and experienced in performing the types of services listed under the Scope of Work.

It is preferred that the project team contain also at least one professional traffic/civil engineer. The professional engineer shall be registered in the State of California. Engineering Services shall be primary provided by, or supervised by, the licensed engineer which shall be clearly noted in the proposal. The assisting personnel shall be capable, competent, and experienced in performing the types of work noted under the Scope of Work with minimal instruction.

The work assigned under this contract shall be completed by the Consultant's originally proposed personnel and project team organization, as depicted on the proposed Consultant's Organization Chart. The consultants shall not substitute any staff from those identified in the original Statement of Qualifications, if the Consultant is selected and entered into an Agreement, unless authorization from the City Manager is received in writing. The use of sub-consultants shall also require written authorization by the City or be clearly noted in the proposal.

The Consultant shall have and provide adequate office equipment and supplies to complete the work outlined in the Scope of Work and final Agreement. Such equipment and supplies shall include, but not be limited to, the following:

- a. Office Supplies.
- b. Computers with appropriate software, printers, plotters, fax machines, calculators, data collectors and their necessary attachments and accessories.
- c. Data processing systems, software packages, reference materials, or other tools, including hardware and software, used in providing transportation engineering deliverables. This includes, but not be limited to, the following:
  - i. Microsoft Office Software ( Word, Excel, PowerPoint, Etc).
  - ii. Adobe Acrobat Professional version 8 or later.
  - iii. AutoCAD software.
  - iv. GIS

### **PROPOSED COST OF SERVICE**

The Statement of Qualifications/Proposal shall include a detailed Cost Proposal broken down by Task Items identified in the Scope of Work. The Cost Proposal shall clearly identify proposed personnel and their respective hourly rates. The Cost Proposal shall identify the Engineer(s) and Planner(s) and all professional staff by name and only support staff may be identified by title only. Costs associated with travel, copies, postage and other foreseeable reimbursables shall be clearly stipulated.

As previously noted the City has an approved budget. The Selected Consultant may be paid based on a negotiated rate of compensation should the proposal exceed the available amount of funding. Under no circumstances will the City of Calipatria pay over the amount available by the grant. The selected consultant must agree to enter into an Agreement with the City of Calipatria which incorporates language of a "Not to Exceed" amount equal to that of the grant.

### **SERVICE TERM & METHOD OF PAYMENT**

It is anticipated that the entire Scope of Work may be completed within an eighteen (18) month period. Consultant shall be able to track the time spent and service delivery by date which shall be reflected on monthly invoices. Consultant shall submit requests for payment on a monthly basis. The City will reimburse the consultant for work performed within thirty days from receipt of an acceptable invoice.

### **GENERAL REQUIREMENTS**

Issuance of this RFQ/RFP does not constitute a commitment by the City to award a contract. The City reserves the right to reject any or all proposals received in response to this RFQ/RFP, or to cancel this RFQ/RFP if it is in the best interest of the City to do so.



The firm submitting a proposal agrees that by submitting a proposal it authorizes the City to verify any or all information and/or references given in the proposal. The City accepts no responsibility for any expense incurred by the proposer in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the proposer.

Proposers will be required to provide proof of professional liability insurance and an errors and omissions policy to meet City requirements. The City requires the consultant to maintain professional liability insurance as part of the agreement between the City of Calipatria and the Consultant for a minimum amount of \$2,000,000.

## **PROPOSAL CONTENT AND INFORMATION**

Statements of Qualifications and Cost Proposal shall be typed, organized and concise, yet comprehensive. The submittal shall be bound and presented in eight tabbed sections as follows:

### **A. Cover Letter**

Cover letter shall be on company letterhead and include information for the primary point of contact. Provide a statement that the offer is valid for at least a ninety (90) day period.

### **B. Project Understanding**

State the interpretation of the work to be performed. State a positive commitment to perform the work in the required manner and time frame. Demonstrate an understanding of the project.

### **C. Qualifications & Experience**

Provide a brief background of your firm. Identify the project team. Indicate the experience of the firm's staff members who will be assigned as Consultant City Engineer and Consultant City Planner. Include a list of Engineering projects under which the proposed consultant Engineer was the lead and include a list of Planning projects under which the proposed consultant Planner was the lead. Provide the following attachments:

- 1) Resume for each team member listed.
- 2) Organizational Chart for all members listed.

### **D. Project Approach**

Provide an overview of the project approach. Shall include both the technical approach and managerial approach. Include timeframes for key milestones and attach a Project Timeline.

### **E. Work Product & References**

Provide a list of at least three references you or your firm has contracted with on similar projects. The list shall include clients for which key personnel were a part of and shall clearly identify the project delivered.

### **F. General Requirements**

Provide a statement of being properly insured against fraud, errors and omissions and to what levels. Include a statement regarding the status of any disciplinary actions against the firm or pending lawsuits. Include a statement describing any potential or known conflict of interest regarding this RFQ/RFP and/or the City of Calipatria or affirm that you do not have a conflict of interest.

**G. Cost and Fees**

Provide a Not to Exceed Cost Proposal for each of the four (4) Tasks under the Scope of Work and as a whole for the entire Scope of Work. In an attachment provide a schedule of the proposed hourly rates by team member and by Task and Sub-Task. Such hourly rates should be fully burdened or loaded, including full compensation for all overhead and profit and any other materials and costs applicable.

**H. Attachments**

Include all attachments referenced in A through G above.

**EVALUATION OF PROPOSALS**

**Step 1:** The City Manager will contact project references to determine the level of experience and satisfaction of the proponents prior/existing customer base as it relates to quality, timeliness, and cost of delivered service or project. Factors to be considered will be ability of firm/individual to deliver a high quality project/work product, on schedule, and within a pre-approved or reasonable budget. Referenced individual will be asked:

On a Scale of One to Five (with five being the highest positive response) how would you rate the Engineer's service as it relates to the following with a maximum of 15 points total:

- 1) Quality of Engineering Work? \_\_\_\_\_
- 2) Responsiveness of Engineering Services and Timely Delivery of Work Product? \_\_\_\_\_
- 3) Affordability and Cost of Engineering Services? \_\_\_\_\_

On a Scale of One to Five (with five being the highest positive response) how would you rate the Engineer's service as it relates to the following with a maximum of 15 points total:

- 4) Quality of Planning Work? \_\_\_\_\_
- 5) Responsiveness of Planning Services and Timely Delivery of Work Product? \_\_\_\_\_
- 6) Affordability and Cost of Planning Services? \_\_\_\_\_

**Step 2:** Evaluation Criteria has been pre-determined. An evaluation sheet is attached for your information. Scores as determined by the aforementioned reference consultation in Step 1 will be transferred to the evaluation sheet, Criteria #1. The City of Calipatria will establish an Evaluation Committee to review the full Statement of Qualifications and Cost Proposal and complete Criteria #2 through #6. The Evaluation Committee will determine if qualifications are met in the proposals received. Once the proposals are reviewed and the qualifications considered, recommendations will then be submitted to the City Council for final selection.

**Step 3:** The City Manager will prepare a staff report and present the findings to City Council. The City reserves the right to select any consultant who is found to be qualified. The City reserves the right to reject any and all proposals submitted and/or request additional information for clarification. If and when a consultant is selected they will enter into an Agreement as per the Sample that is enclosed with this RFQ/RFP.

**CITY OF CALIPATRIA**  
**PROPOSAL EVALUATION FORM for**  
**Professional Services for Railroad Corridor Master Plan**

<b><u>CONSULTANT/FIRM NAME:</u></b>		
<b>Criteria</b>	<b>Max Points</b>	<b>Rating</b>
1. Quality, Timeliness & Cost of Work per References <sup>1</sup>	30	
2. Experience & Qualifications of Key Personnel	20	
3. Understanding of Work to be Performed	15	
4. Familiarity with Local, State and Federal Regulations	15	
5. Presentation & Responsiveness to RFQ	10	
6. Cost Proposal is Within Grant Budget	10	
<b>Total</b>	<b>100</b>	

Evaluator

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES**  
**RAILROAD CORRIDOR MULTI-USE BICYCLE MASTER PLAN**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between the City of Calipatria an incorporated City within the County of Imperial, hereinafter called "City", and \_\_\_\_\_ a \_\_\_\_\_, hereinafter called "Consultant."

**WITNESSETH**

**WHEREAS**, City has entered into a Grant Agreement with Caltrans for the funding and implementation of the Railroad Corridor Multi-Use Bicycle Master Plan, hereinafter "Project."

**WHEREAS**, City desires to enter into an agreement for planning and engineering services as describes in Scope of Work under the Request for Qualifications and Cost Proposal incorporated hereto as **Attachment A**; and

**WHEREAS**, City desires to retain a qualified Consultant to render the aforementioned services; and

**WHEREAS**, Consultant certifies that the qualification statements outlined in the Consultants Statement of Qualifications and Cost Proposal to provide services and incorporated hereto as "**Attachment B**." are a true representation of the Consultants' capabilities.

**NOW, THEREFORE**, City and Consultant hereby agree as follows:

**SECTION 1-Consultant Selection:**

City hereby retains Consultant as the most qualified professional firm to implement the Project. The Project team shall be noted as those stipulated in the Statement of Qualifications.

**SECTION 2-Scope of Services:**

Consultant agrees to provide professional services to the City according to the detailed Scope of Services under Attachment A, as previously referenced, and hereby made a part of this Agreement. Any work beyond the scope of work stipulated shall require written approval by the City Manager of the City of Calipatria.

**SECTION 3-Work Quality and Standards:**

Consultant agrees that all conceptual design work shall be completed to applicable engineering design standards to conform to the requirements of the City's adopted Plans and Standards Details and Specifications or State or Federal agencies that may be providing funding for the project.

Consultant further agrees that all planning work shall be completed to applicable codes per the City's adopted Zoning Ordinance and General Plan and to conform to the requirements of applicable policies and procedures that any State or Federal agency that may be providing funding for the project or have any level of oversight.

**SECTION 4-Authorization of Final Product:**

Consultant shall provide to the City, concept plans, specifications, auxiliary report documents and estimates for review and approval prior to the City considering the project as authorized for release or submission to any other agency for their review.

Consultant shall further provide to the City, administrative reports, staff reports, presentations, survey results, and other applicable documentation for review prior to release to the general public or the funding agency for review or comment.

**SECTION 5- Proprietorship & Vesting Copy Rights:**

Consultant acknowledges that all plans, specifications, maps, basic field notes, and sketches, charts, computations, presentations, maps, planning documents and other data prepared or obtained under this Agreement are considered the "Work Product" and may be used by the City without limitation. The City shall compensate the Consultant for the cost of reproducing or copying documents per the agreed and negotiated Schedule of Fees (**Attachment C**). The City shall be provided with all final original documents in hard copy, PDF and Word Format.

Except in regard to pre-existing works, all Work Product derived by the services performed by the City, its employees or by any of the City's Consultant, or approved subconsultant under this Agreement, shall be owned by Caltrans and shall be considered to be works made for hire by the City, its Consultant and any approved subconsultant for Caltrans. Caltrans shall own all United States and international copyrights in the Work Product. As such, all Work Product shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation. All Rights Reserved" For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation. All Rights Reserved.

The City, its employees and all of City's consultant's, sub-consultant and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assigns, to Caltrans, its successors and assigns, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the City's consultant or subconsultant from Caltrans. From time to time upon Caltran's request, the City's consultant, approved sub-consultants and/or its/their employees, shall confirm such assignments by execution and delivery of such assignments, confirmations or assignment, or other written instruments as Caltrans may request. Caltrans, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all

copyright registrations and other evidence of rights that may be available for Work Product. City hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

**SECTION 6-Delivery Schedule:**

Consultant recognizes that time is of the essence in completing the Project. Consultant shall proceed with planning and design work within ten (10) days of receiving authorization to proceed from the City Manager. At minimum, a quarterly progress report shall be submitted to the City Manager.

The City and Consultant recognize that delays may occur which are beyond the control of the Consultant. Such delays may be caused by weather, earthquake, floods, labor strike or other factors. Consultant shall be entitled to additional reasonable time for delivery unless there is a hard deadline for compliance which may trigger loss of grant funds.

**SECTION 7-Compensation:**

The City hereby agrees to compensate Consultant for professional services rendered according to the agreed and negotiated Schedule of Fees labeled as **Attachment C** and hereby made a part of this Agreement. The Consultant team are not staff.

Travel and per diem reimbursements and third-party contract reimbursements will be allowable as Project costs only after those costs are incurred and paid for by the Consultant and any approved sub-consultant. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to Consultant or any approved subconsultant, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: [http://www.dot.ca.gov/hq/asc/travel/ap\\_b/bu1.htm](http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm) Also see website for summary of travel reimbursement rules.

**SECTION 8-Party Relationship & Use of Sub-Consultants:**

The City hereby acknowledges that Consultant is an independent contractor and not an employee of the City. Under no circumstances shall the relationship of employer and employee arise between the agents or employees of Consultant. A substantial inducement to the City for entering into this Agreement is the professional reputation, experience and competence of Consultant(s). Assignments of any or all rights duties or obligations of the Consultant under this Agreement is hereby prohibited unless written authorization is approved by the City Council. Nothing in this Agreement shall create any contractual relationship between the City and a sub-consultant, nor shall it create any obligation on the part of the City to pay or to see the payment of any monies due to any such subconsultant.

**SECTION 9-General Liability Insurance:**

Consultant agrees to carry general liability insurance and professional errors and omissions insurance with total limits of at least \$1,000,000 with the City to be named as additional insured. Prior to the commencement of work described herein, Consultant will provide the City of Calipatria with a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for Consultant.

**SECTION 10-Consultant Certification:**

Consultant represents that the professional engineer identified in the project team, is a registered Civil Engineer or Traffic Engineer, licensed in the State of California, and that said engineer has a current Civil Engineering License, No \_\_\_\_\_, and will continue to maintain a valid Engineering license at all times during the term of this Agreement. Consultant further represents that the individual identified as a professional planner in the project team is a certified planner and/or a planner with a degree in Urban and/or Regional Planning.

**SECTION 11-Representation and Meetings:**

Consultant shall designate \_\_\_\_\_ as the Project Manager and as Project manager he/she will attend the kick-off meeting, all public workshops, Planning Commission and City Council meetings, complete site visits, and complete inspections as required by Scope of Work.

**SECTION 12-Record Availability & Confidentiality:**

The City shall furnish to Consultant all City originated planning documents and any other such data as may be applicable to carry out the Project. Any financial, statistical, personal, technical, or other data and information relative to the operations of the City of Calipatria, which are designated confidential by the City and made available to the Consultant in order to carry out this Agreement, shall be protected by Consultant from unauthorized use and disclosure.

**SECTION 13-Record Maintenance:**

Consultant shall prepare and keep all records pertaining to the Project under control of Consultant. The Consultant shall maintain all documents, concept plan sheets, meeting memos reports, survey and correspondence created on behalf of the City of Calipatria or pertaining to the City of Calipatria for a minimum period of three years post completion.

The Consultant, on behalf of the City, shall further maintain and make available for inspection all books, documents, papers, accounting records, invoices, time sheets and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of delivering services. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for five years from the date of final payment under the Agreement. Any public auditor, or any duly authorized representative of the City, State or Federal Government

shall have access to these records, and copies thereof shall be furnished if requested. The City shall be consulted prior to the destruction of any City of Calipatria records by the Consultant.

Consultant and any approved sub-consultants agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- a) Consultant and any approved subconsultant shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of the City, Consultant and any approved subconsultants shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers connected with Project performance and shall be maintained for a minimum of three (3) years from the date of final payment to City and shall be held open to inspection, copying, and audit by representatives of Caltrans the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by City, Consultant and any approved subconsultants upon receipt of any request made by Caltrans or its agents. In conducting an audit of the costs and match credits claimed under the City's Grant Agreement.
- b) For the purpose of determining compliance with applicable State and City law in connection with the performance of City's contracts with third parties pursuant to GC Section 8546.7, City, City's consultant and approved sub-consultants, and Caltrans shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to City under the Grant Agreement. Caltrans, the California State Auditor, or any duly authorized representative of Caltrans or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and City shall furnish copies thereof if requested.
- c) The City, Consultant and its sub-consultants will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other City of the State of California designated by Caltrans, for the purpose of any investigation to ascertain compliance with the Grant Agreement.

#### **SECTION 14-Cost Allowances:**

Allowable elements of cost for State and Federally-funded projects shall be controlled by the procurement requirements outlined in *Title 23, CFR Part 172* and the Federal Acquisition



Regulations contained in *Title 48, CFR Part 31*, and Consultant agrees to abide by subject regulations.

**SECTION 15-Conflict of Interest:**

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working for the Consultant Firm, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award of formation of this Agreement. For breach or violation of this warranty, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

If the Consultant, or any of its staff members participate in the procurement, management or administration of State or Federal Aide funded contracts or subcontracts, they shall not have directly or indirectly any financial or other personal interest in connection with such contract or sub-contract, other than the employment or retention of the contracting agency.

**SECTION 16-Early Cancellation:**

In the event Consultant terminates or abandons a project, the City shall be entitled to keep all concept plans, specifications, reports, estimates and other products which are partially completed. Consultant shall be compensated for the partially completed work according to the percentage of work that is completed.

**SECTION 17-Failure to Perform:**

If Consultant shall fail to perform under the terms of this Agreement, the City shall have the right to remedy the default utilizing any legal means, including bringing lawsuit against Consultant for damages and breach of the Agreement. Consultant shall also have the right to bring lawsuit against the City, if the City breaches this Agreement due to non-payment to Consultant for services performed, or for other breaches of the terms of this Agreement.

**SECTION 18-Legal Remedies:**

If the City or Consultant has a dispute regarding the nature or scope of the work to be completed by Consultant and the City agree to meet and confer regarding the dispute and to make a good faith effort to resolve the dispute on mutually agreeable terms. If agreement on the dispute cannot be obtained, parties agree to retain a neutral arbitrator acceptable to both parties and to split the cost evenly for the services of the arbitrator. The subject arbitration shall not be binding unless it is acceptable to the City and Consultant.

Any lawsuit filed for breach of this Agreement by either the City or Consultant shall be filed in Imperial County, California, according to the laws of the State of California. If either party to this

Agreement shall bring any action, claim, appeal, or alternative dispute resolution proceedings, for any relief against the other, declaratory or otherwise, to enforce the terms of or to declare right under this Agreement (collectively an Action), the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or award (collectively a Decision) granted therein.

Any Decision entered in such Action shall provide for the recovery of attorneys' fees and costs incurred in enforcing such Decision. The court or arbitrator may fix the amount of reasonable attorneys' fees and costs on the request of either party. For this purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third-party examinations; (4) discovery; and (5) bankruptcy litigation. "Prevailing Party" within the meaning of this paragraph includes, without limitation, a party who agrees to dismiss an Action on the other party's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief it seeks.

**SECTION 19-Indemnification Agreement:**

Consultant agree to indemnify and hold harmless the City, its elected officials and employees from all claims and liabilities filed by third parties as a result of the negligent acts of the Consultant or Consultant's agents, employees or subcontractors.

**SECTION 20-Non-Transferrable:**

This Agreement shall not be transferred or assigned to any third-party. Consultant shall restricted from using sub-consultants unless allowed to utilize sub-consultants upon the written approval by the City of Calipatria.

**SECTION 21-Payment for Services Rendered:**

The Consultant shall invoice the City monthly for services performed the previous month. The City shall remit payment to Consultant within twenty (30) days of receipt of invoice. Progress payments are anticipated and are allowed under this Agreement for partially completed work. Detailed descriptions of service delivery shall be provided and shall correspond to the approved Cost Proposal.

**SECTION 22-Effective Date & Termination:**

This agreement shall become effective on the date outlined above and shall be in full force and effect for a period of eighteen (18) months through \_\_\_\_\_, 2020. This Agreement may be extended with written approval by both parties.

**SECTION 23-Noticing:**

All communications relating to the day-to-day activities under this Agreement shall be exchanged between the representatives of the City and the Consultant. All legal notices, lawsuits, correspondence and termination letters, if any, shall be delivered personally or mailed by certified mail and addressed to the representative of the City and Consultant identified below as follows:

**CITY**

City of Calipatria  
Romualdo Medina, City Manager  
125 North Park Avenue  
Calipatria, CA 92233  
Phone: (760) 348-4141 Ext 3  
[rj\\_medina@calipatria.com](mailto:rj_medina@calipatria.com)

**CONSULTANT**

**SECTION 24-General Provisions:**

During the performance of this Agreement, the Consultant and any approved sub-contractors, s shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Consultant and any approved sub-contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Consultant shall further comply with all of the additional provisions stipulated under the City's Grant Agreement with Caltrans having **Agreement Number 74A1050** and incorporated herein as **Attachment D**.

**SECTION 25-General Governing Law:**

If any section or sections of this Agreement is held to be invalid by a court of competent jurisdiction, the remaining sections shall continue to remain in full force and effect.

**THIS AGREEMENT** shall become effective on \_\_\_\_\_, 2018, after the approval signatures are affixed to this document as outlined below:

**APPROVED FOR CITY:**

**APPROVED FOR CONSULTANT:**

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**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

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**City Attorney**

**STATE OF CALIFORNIA }  
COUNTY OF IMPERIAL }**