

Request for Proposals (RFP)

for

Engineering Design, Construction Documents and Specifications for Rectangular Rapid Flashing Beacons

Federal-Aid Project – HSIPL-5017(019)

September 17, 2020

City of South Pasadena
Public Works Department
1414 Mission Street
South Pasadena, California 91030
Proposal Due: **October 1, 2020**

The City of South Pasadena, Public Works Department is seeking proposals from qualified professional civil engineers to complete the engineering design and prepare the construction documents and specifications of the Rectangular Rapid Flashing Beacons.

I. CITY PROFILE

The City of South Pasadena (City) is located approximately six miles northeast of downtown Los Angeles, on the west side of the San Gabriel Valley between the cities of Pasadena, San Marino, Los Angeles, and Alhambra. Founded in 1874 by Indiana Colony, the City encompasses 3.44 square miles and was incorporated as a General Law city of the State of California on March 2, 1888. With a population of approximately 26,000, the City is known for its beautiful, historically significant homes on tree-lined streets, for its excellent public schools and for a small-town atmosphere in the midst of greater Los Angeles.

The City provides a full range of services, including police and fire protection; public infrastructure, street, traffic signal, and lighting maintenance; sewer and water utility services; refuse collection; public improvements; recreational, library, cultural events, and parks; and planning and community development services.

II. OVERVIEW OF RFP & SCOPE OF SERVICES

A. Background

The City of South Pasadena received Caltrans HSIP funding to install in-ground flashing lights at three intersections (see proposed locations below). The City completed the design and subsequently, Caltrans provided approval to update the design to include Rectangular Rapid Flashing Beacons (RRFB). In addition, the City has received direction to install RRFB at the intersection of Oak and Meridian that has an existing in-ground flashing lights. Therefore, the City is seeking proposals for a design firm to complete this work. Consultants are expected to be thoroughly knowledgeable and experienced in the administration of federally funded construction projects and the requirements of the Caltrans Local Assistance Procedures Manual (LAPM). The HSIP funded locations are:

- Fremont Avenue and Lyndon Street
- Mission Street and Diamond Avenue
- Mission Street and Fairview Avenue

The additional location being considered is:

- Meridian Avenue and Oak Street

B. Scope of Services

The Consultant shall propose required tasks to complete the engineering design, construction documents and specifications for installing RRFB including but not limited to:

- Site plans documenting existing conditions at each location;
- RRFB design and specifications;
- Sidewalk and ramp improvements;
- Signage and striping plans; and
- Other improvements required to complete the proposed improvements.

Attachment "A includes the original construction documents for the in-ground flashing lights at the HSIP intersection locations.

Consultant shall be knowledgeable and experienced in various non-city grant funding (e.g. Federal, State, Metro) and auditing/compliance requirements. The Consultant shall also be responsible for completing all required forms, perform tasks and maintain records as required under the Caltrans LAPM for federally-funded construction projects. The Consultant can propose additional work if necessary to complete engineering design, construction documents and specifications. Consultant shall show the design for the following options in their proposal:

- 1) Engineering Design, Construction Documents and Specifications for RRFB at the three HSIP funded intersections.
- 2) Engineering Design, Construction Documents and Specifications for RRFB at Meridian and Oak.

The City reserves the right to award all of the work together, in two separate agreements or to remove one of the options from the agreement.

C. Prevailing Wages Rate Project

The prevailing wage rate provisions of Section 1770-1782 of the Labor Code shall apply to this project. However, if there is a difference between the local, state and federal Prevailing Wage rates for similar classifications of labor, the contractor and their subcontractors shall pay no less than the highest wage rate.

D. Federal Funding (DBE) Requirements

The Project will utilize federal funds. Therefore, the Contract is subject to certain federal requirements, including but not limited to: state and federal prevailing wage regulations; Equal Employment Opportunity; Affirmative Action: Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE), Minority Business Enterprise (MBE), and Women's Business Enterprise (WBE) utilization; and Section 3 Program requirements.

The successful consultant for the Engineering Design, Construction Documents and Specifications for Rectangular Rapid Flashing Beacons will need to calculate and establish the DBE percentage for this project. Consultants are required to complete and submit Exhibits 10-01 and 10-02 of the Caltrans LAPM with their proposal. Additionally, the successful Consultant shall be required to complete the "Final Report – Utilization of Disadvantaged Business Enterprise (DBE), First Tier Subcontractors" form Exhibit 17-F of the Caltrans LAPM.

E. RFP Questions

All questions with regard to this RFP shall be e-mailed by 5:00PM on Wednesday, September 23rd to Tatevik Barakazyan, Civil Engineering Assistant at TBarakazyan@SouthPasadenaCA.gov. The City reserves the right to respond to any or none of the questions, depending on their merit.

F. Contract Award Schedule

The tentative schedule for contractor selection and Professional Services Agreement (PSA) award is provided below. The City reserves the right to make changes to the schedule, as deemed beneficial to the City's interest.

RFP Issuance:
Proposals Due:

September 17, 2020
October 1, 2020

G. Proposal Submission

All proposals must be submitted no later than 4:00PM on Thursday, October 1st. Proposals shall be submitted to Tatevik Barakazyan, Civil Engineering Assistant at TBarakazyan@SouthPasadenaCA.gov. Proposals received after the deadline will not be considered.

The subject line of the submittal package shall be clearly marked as **“Engineering Design, Construction Documents and Specifications for Rectangular Rapid Flashing Beacons”** and shall include all required information and documents as stated herein. Submission of a proposal shall constitute acknowledgement and acceptance of all terms and conditions contained in this RFP, including all exhibits, attachments, and any amendments or addendum issued by the City.

H. Attachments

Attachment to this RFP is summarized below, and provided for review and submittal use.

Attachment “A” -- Construction Documents for In Roadway Warning Light System
Attachment “B” -- Sample Professional Services Agreement (PSA)

III. PROPOSAL REQUIREMENTS

The proposal shall be organized and submitted in accordance with requirements below.

1. Background: Provide a brief introduction of your firm's background and project qualifications including knowledge of RRFB and Caltrans funded Projects.
2. Firm's Experience & References: Provide a list of three similar federally-funded projects, clients and references that your firm has completed work for in the past 5 years. Include a brief description of the work provided for each reference.
3. Staff's Experience: Provide resumes describing the qualifications of the staff that will be working on this project, including knowledge of the Caltrans Local Assistance Procedures Manual (LAPM) and experience in the administration and management of federally-funded projects. The team shall have a registered Professional Engineer as part of the team and demonstrate knowledge of RRFB design standards.
4. Project Understanding: Provide a brief statement of your firm's understanding of the scope of services.
5. Fee Proposal: Provide a proposal of fees in hourly rates for the various positions that may be assigned to the engineering service, including clerical positions. Hourly rates should be fully loaded, including full compensation for all overhead and benefits. List all anticipated professional services expenses, including but not limited to insurance, printing, communications and travel. Consultant can propose additional work if necessary to complete the preliminary design as additional tasks for City consideration. Note: The City will not reimburse for travel time.

6. Acceptance statement: Submit a signed statement that the firm accepts all the terms and conditions outlined in the City's standard consultant services agreement, and can meet all insurance requirements made part of the agreement, unless otherwise stated in the proposal exceptions.
7. Proposal Exceptions: The Proposer must identify any and all exceptions to the terms and conditions in the RFP process (inclusive of the standard consultant services agreement, insurance, etc.), and identify the firm's proposed specific changes for consideration by the City. By submitting a proposal, your firm acknowledge and accept all terms and conditions in this RFP process, including all addendum, amendments, or supplements; unless otherwise explicitly stated in the exceptions.

IV. EVALUATION OF PROPOSALS

All proposals will be reviewed based on the firm's ability to provide services that meet the requirements set forth in this RFP, as well as the company's responsiveness, qualifications, past experience, and fee. The City reserves the right to make such investigations as it deems necessary to determine the ability of the Proposer to provide services meeting a satisfactory level of performance in accordance with the City's requirements.

By submitting a proposal, each Proposer represents and warrants the following:

- All terms and conditions as presented in this RFP process are acknowledged and accepted, unless otherwise explicitly stated in the Proposal;
- The Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal; and
- The Proposer has not, and will not, offer any City employee any gratuity, discount, or offer of employment in connection with the award of contract by City.

ATTACHMENT “A”
Construction Documents for in
Roadway Warning Light System

GENERAL NOTES

- ALL WORK SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE APWA STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE GREEN BOOK), LATEST EDITION, AND ALL SUBSEQUENT SUPPLEMENTS, CITY OF SOUTH PASADENA STANDARDS, CONTRACT DOCUMENTS, CALTRANS STANDARDS 2010 AND THE LATEST REVISIONS THEREOF.
- THE LOCATION AND EXISTENCE OF UTILITIES AND IMPROVEMENTS SHOWN ON THE PLANS ARE APPROXIMATE AND TAKEN FROM AVAILABLE RECORDS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING IMPROVEMENTS AND SHALL TAKE ALL PRECAUTIONS TO PROTECT THEM WHETHER SHOWN OR NOT. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT (1-800-227-2600) 48 HOURS BEFORE ANY EXCAVATION.
- INSPECTION BY THE CITY OF THE WORK CALLED FOR ON THE PLANS SHALL NOT IN ANY WAY, RELIEVE THE CONTRACTOR OF THEIR OBLIGATION TO PERFORM WORK IN COMPLIANCE WITH THE PLANS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TRAFFIC CONTROL DEVICES AT ALL TIMES IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS, WATCH MANUAL AND DIRECTED BY THE ENGINEER. ARROW BOARDS ARE REQUIRED FOR ALL LANE CLOSURES.
- STOCKPILING OF EXCESS MATERIAL SHALL NOT BE ALLOWED IN PUBLIC RIGHT WAY
- ALL WATER VALVES, SEWER CLEAN OUTS AND SEWER MANHOLES SHALL REMAIN ACCESSIBLE AND FREE OF DEBRIS THROUGHOUT ALL PHASES OF THE PROJECT.
- ACCESS TO ALL DRIVEWAYS SHALL BE MAINTAINED DURING CONSTRUCTION.

EROSION CONTROL NOTES

- IN CASE OF EMERGENCY CALL THE DEPARTMENT OF PUBLIC WORKS (626) 403-7240.
- CONTRACTOR SHALL HAVE LABOR, MATERIALS AND EQUIPMENT AVAILABLE TO RESPOND TO A RAIN EVENT IN ACCORDANCE WITH THE SPECIFICATIONS.
- EROSION CONTROL DEVICES SHALL NOT BE REMOVED OR MODIFIED WITHOUT THE APPROVAL OF THE CITY INSPECTOR.
- ALL REMOVABLE EROSION PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY PROBABILITY FORECAST EXCEEDS 50%.
- AFTER RAINSTORM ALL SILT AND DEBRIS SHALL BE REMOVED FROM STREETS. CHECK BERMS AND BASINS.
- CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREA WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.
- ALL LOOSE SOIL AND DEBRIS WHICH MAY CREATE A POTENTIAL HAZARD TO OFFSITE PROPERTY SHALL BE REMOVED FROM THE SITE AS DIRECTED BY THE CITY INSPECTOR.
- EROSION CONTROL DEVICES WILL BE MODIFIED AS NEEDED AS THE PROJECT PROGRESSES AND PLANS OF THESE CHANGES SUBMITTED FOR THE APPROVAL AS REQUIRED.
- IF ANY EXISTING RAISED PAVEMENT MARKERS ARE WITHIN THE TRENCH AREA, CONTRACTOR SHALL REMOVE PRIOR TO CONSTRUCTION AND REPLACE UPON THE FINISHED SURFACE.

NOTES FOR TRAFFIC STRIPING

- ALL WORK AND MATERIALS SHALL CONFORM TO THE LATEST CALTRANS STANDARD SPECIFICATIONS AND STANDARD PLANS DATE 2010, THE SPECIAL PROVISIONS FOR THIS PROJECT, UNLESS OTHERWISE SPECIFIED.
- PAVEMENT LEGENDS AND MARKINGS SHALL MATCH CITY OF SOUTH PASADENA STENCILS.
- NEW STRIPING SHALL MATCH EXISTING AT EACH END OF THE PROJECT OR AS DIRECTED BY THE ENGINEER.
- ALL CONFLICTING STRIPING AND PAVEMENT MARKINGS SHALL BE REMOVED BY SANDBLASTING.
- ALL STRIPING SHALL BE THERMOPLASTIC.
- CONTRACTOR IS RESPONSIBLE FOR REINSTALLING EXISTING STRIPING AND PAVEMENT MARKINGS DAMAGED DURING CONSTRUCTION.
- ALL CURVED PORTIONS OF MARKOUT SHALL BE LAID OUT WITH A ROPE.
- NO PERMANENT STRIPING PRIOR TO APPROVAL OF CAT TRACKING.

NOTE:

- NOTIFY PUBLIC WORKS INSPECTOR A MINIMUM OF 24 HOURS PRIOR TO START OF CONSTRUCTION AT (626)403-7248.
- CONTRACTOR SHALL TELEPHONE UNDERGROUND SERVICE ALERT (USA) 1(800) 422-4133 A MINIMUM OF 48 HOURS PRIOR TO START OF CONSTRUCTION.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

UTILITY NOTES:

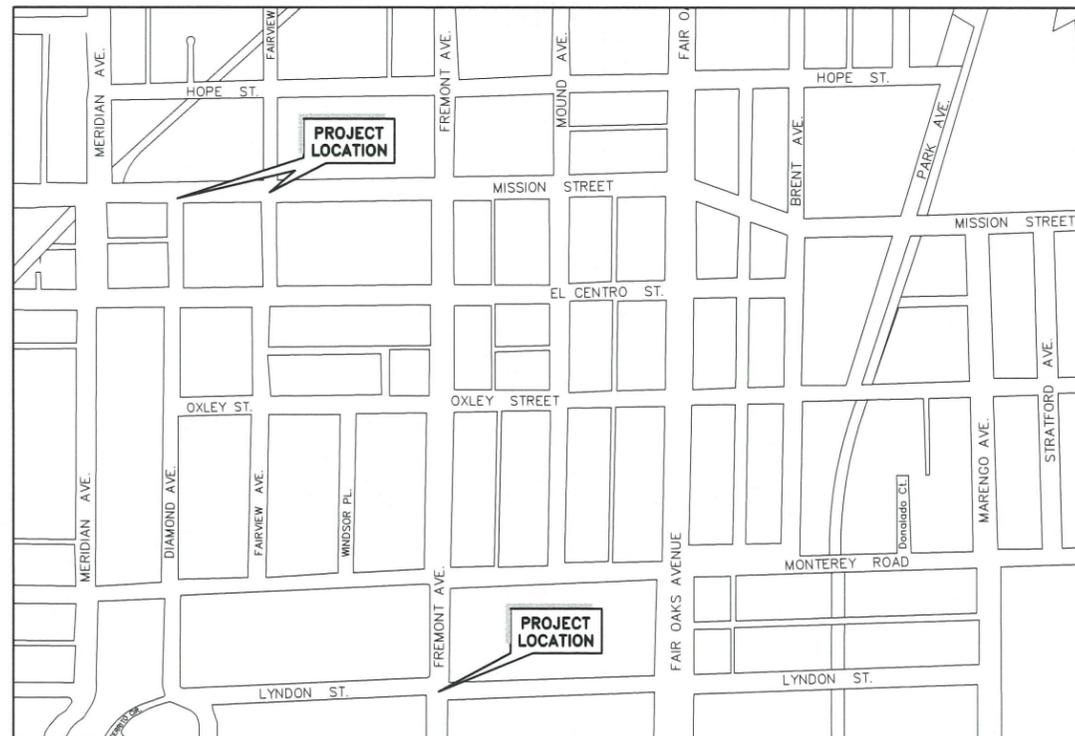
- THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITY LINES OR STRUCTURES SHOWN ON THIS PLAN WAS OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE VERIFIED/CONFIRMED IN THE FIELD BY THE CONTRACTOR SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE TO THE PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND AGENCIES AFFECTED PRIOR TO BEGINNING CONSTRUCTION IN THE VICINITY OF THEIR RESPECTIVE FACILITIES.
- THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO THE UNDERGROUND SERVICE ALERT (U.S.A.) AT 8-1-1 TWO WORKING DAYS BEFORE DIGGING. NO INSPECTION WILL BE PROVIDED BY THE CITY ENGINEER'S OFFICE UNLESS THE APPLICANT HAS BEEN PROVIDED AN INQUIRY IDENTIFICATION NUMBER BY U.S.A.

CITY OF SOUTH PASADENA IN ROADWAY WARNING LIGHT SYSTEMS MISSION STREET AND DIAMOND AVENUE MISSION STREET AND FAIRVIEW AVENUE FREMONT AVENUE AND LYNDON STREET

FEDERAL PROJECT NUMBER: HSIPL-5071(019)
LOCAL PROJECT NUMBER: 2015-05



SHT NO.	TITLE
1	TITLE SHEET
2	MISSION/DIAMOND
3	MISSION/FAIRVIEW
4	FREMONT/LYNDON



VICINITY MAP
NOT TO SCALE

NOTICE TO CONTRACTORS AND SUBCONTRACTORS

- THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY, AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT.
- THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE PLANS, THE SOILS AND/OR GEOLOGY REPORTS, AND THE SITE CONDITIONS PRIOR TO COMMENCING WORK.
- SHOULD CONFLICTING INFORMATION BE FOUND ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE CITY BEFORE PROCEEDING WITH THE WORK IN QUESTION.

STORMWATER POLLUTANT PLAN NOTE

- ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.
- STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY FORCES OF WINDS AND WATER.
- FUELS, OILS, SOLVENTS AND OTHER MATERIAL MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATER. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO DRAINAGE SYSTEM.
- EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO PUBLIC WAY OR ANY OTHER DRAINAGE STRUCTURES. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTE ON SITE UNTIL THEY CAN BE DEPOSITED OF AS SOLID WASTE.
- TRASH AND CONSTRUCTION RELATED SOLID WASTE MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
- SEDIMENTS AND OTHER MATERIAL MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO PUBLIC RIGHT OF WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEPED UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
- ANY SLOPES WITH DISTRIBUTED SOILS OR DENUDED VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY RAIN OR WATER.
- CONTRACTOR TO INCORPORATE APPROPRIATE STORMWATER BEST MANAGEMENT PRACTICES (BMP) FOR RELEVANT TYPES OF DEMOLITION AND CONSTRUCTION ACTIVITIES. ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY CITY INSPECTOR.

PUBLIC UTILITY AUTHORIZATION FOR OPERATION

CABLE:	Charter-Spectrum 1041 E Route 66 Glendora, CA 91740 818-407-3152	ELECTRIC:	So-Cal Edison PO Box 11982 Santa Ana, CA 92711 714-796-9932
TELEPHONE:	AT&T Right of Way Department 100 N Stoneman Ave. Alhambra, CA 91801	GAS:	So-Cal Gas Co. 1919 S State College Blvd Anaheim, CA 92806-6114 818-701-3261
SEWAGE DISPOSAL:	Public Works Department City of South Pasadena 825 Mission Street South Pasadena, CA 91030 626-403-7370	WATER:	Public Works Department City of South Pasadena 825 Mission Street South Pasadena, CA 91030 626-441-4024 (PRODUCTION) 626-403-7377 (DISTRIBUTION)
SOLID WASTE:	Athena Services 14048 E. Valley Blvd. City of Industry, CA 91746 888-336-6100		

CONSTRUCTION NOTES:

- INSTALL IN-ROADWAY WARNING LIGHT PED CROSSING CONTROLLER UNIT IN THE CONTROLLER CABINET WITH PEDESTRIAN PUSH BUTTON ACTIVATION UNIT AND WIRELESS MASTER CONTROLLER UNIT. THE CONTROLLER CABINET SHALL BE MOUNTED ON THE 1-B POLE.
- INSTALL 120/240 V TYPE III-BF SERVICE EQUIPMENT ENCLOSURE WITH 1-15 A, 120 V, 1P CIRCUIT BREAKER FOR IN-ROADWAY WARNING LIGHT CONTROL POSITION ENCLOSURE WITH P.E. WINDOW FACING NORTH.
- INSTALL 3" CONDUIT WITH PULLROPE TO SERVICE FEED POINT AND SCE TO INSTALL SERVICE WRES. COORDINATE WITH SCE SERVICE PLANNER, WENDY MCCURDY AT (805) 494-7031, 48 HOURS PRIOR TO CONNECTION.
- INSTALL UNI-DIRECTIONAL IN-ROADWAY WARNING LIGHTS AND CABLE.
- INSTALL WIRELESS ACTIVATED SOLAR ENGINE WITH TRANSCIVER ON TYPE 1-B POLE (14').
- INSTALL WIRELESS MASTER CONTROLLER UNIT ANTENNA ON 1-B POLE.
- REMOVE SIGN AND/OR SIGN POST AS SHOWN.
- INSTALL SIGN AND/OR SIGN POST AS SHOWN.
- SANDBLAST AND REMOVE STRIPING/PAVEMENT MARKINGS AS SHOWN.
- INSTALL STRIPING AS SHOWN PER CALTRANS STANDARD PLANS A24E.
- INSTALL PAVEMENT MARKINGS AS SHOWN PER CALTRANS STANDARD PLANS A24D.
- SAND BLAST EXISTING RED CURB AND REPAINT WITH 2 COATS OF RED PAINT.
- REMOVE EXISTING RAMP AND INSTALL ADA CURB RAMP PER APWA STANDARD PLAN 111-5, CASE A TYPE 1.
- PAINT 2' x 11' LADDER TYPE CROSSWALK 4' O.C. AS SHOWN ON PLAN. SEE DETAIL "C".
- SAND BLAST EXISTING GREEN CURB AND REPAINT WITH 2 COATS OF GREEN PAINT.
- SAND BLAST AND REPAINT EXISTING PAVEMENT MARKING AS SHOWN AND PER CALTRANS STANDARD PLANS A24B AND A24D.
- INSTALL 12" WHITE LIMIT LINE.



Underground Service Alert
Call: TOLL FREE
1-800-422-4133
TWO WORKING DAYS BEFORE YOU DIG

REVISIONS			
NO.	DESCRIPTION	APPROVED	DATE



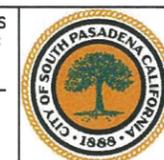
KOA CORPORATION
PLANNING & ENGINEERING
2141 W. Orangewood Avenue, Suite A
Orange, CA 92668
(714) 573-0317 FAX: (714) 573-9534

Min Zhou, P.E.
R.C.E. NO. C86448
3-22-19
DATE

REVIEWED IN ACCORDANCE WITH CITY'S
POLICY CONDITIONS OF APPROVAL BY:

DAN OJEDA, P.E. DATE

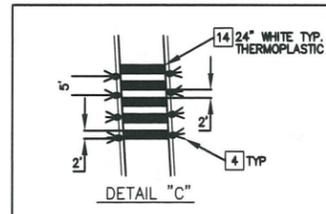
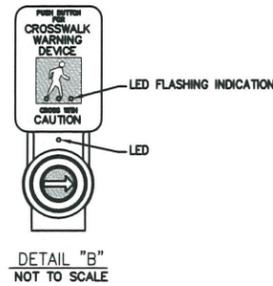
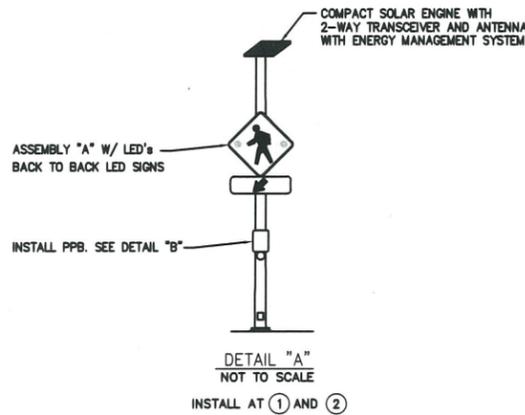
R.C.E. NO.



CITY OF SOUTH PASADENA
MISSION STREET AND DIAMOND AVENUE
MISSION STREET AND FAIRVIEW AVENUE
FREMONT AVENUE AND LYNDON STREET
IN ROADWAY WARNING LIGHT SYSTEM
COVER SHEET
PROJECT NO. _____
SHEET NO. 1 OF 4

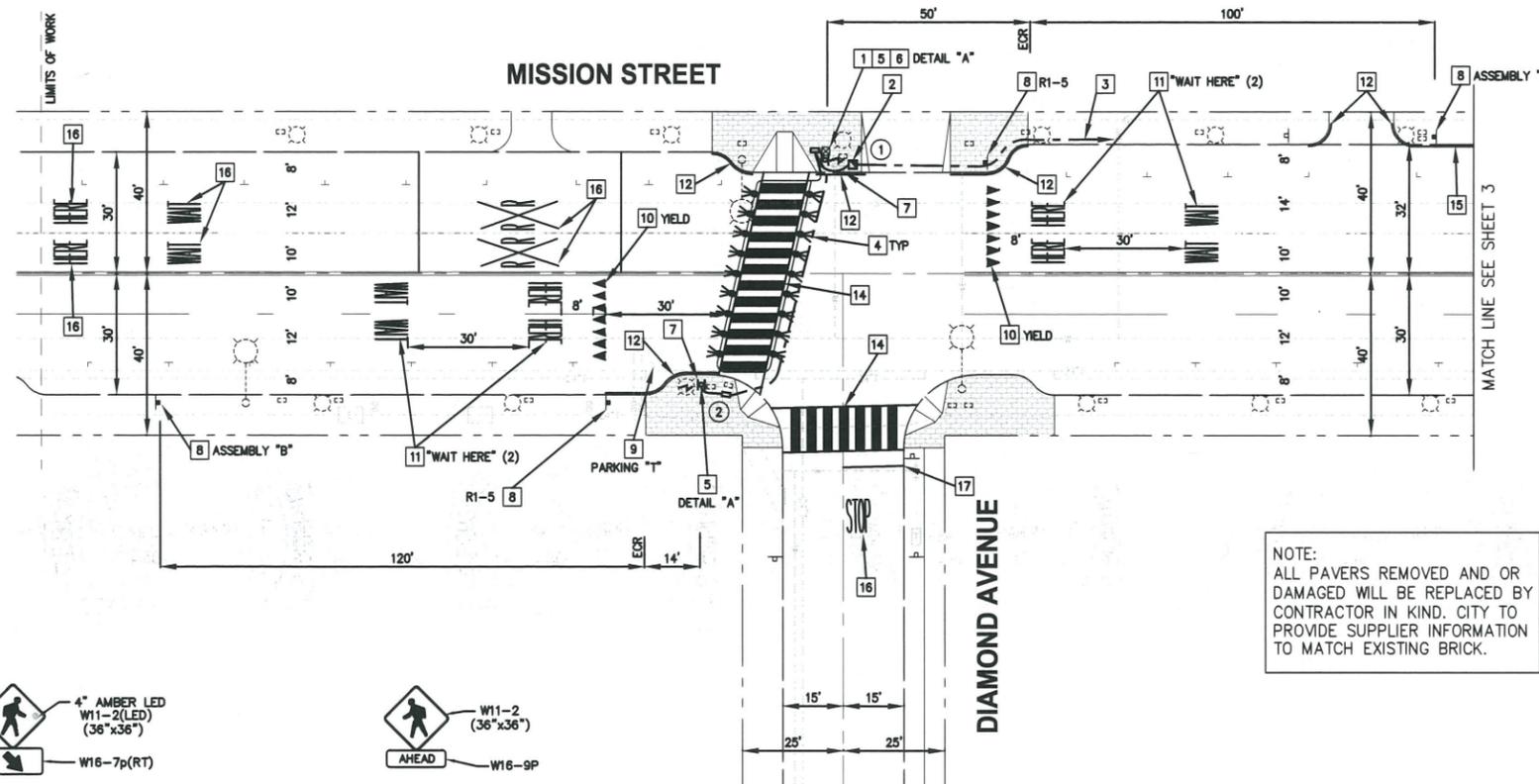
POLE SCHEDULE													
NO.	STANDARD				HPSV LUMINAIRE	ISNS	SIGNAL MOUNTING		PED PUSH BTN		POLE LOC		REMARKS
	TYPE	HEIGHT	SIG MA	LUM MA			VEHICLE	PED	PHASE	ARROW	A	B	
①	1-B*	14'	-	-	-	-	-	-	-	-	-	-	INSTALL PED PUSH BUTTON. SEE DETAIL "B".
②	1-B*	14'	-	-	-	-	-	-	-	-	-	-	INSTALL PED PUSH BUTTON. SEE DETAIL "B".

ALL EQUIPMENT IS NEW UNLESS OTHERWISE NOTED.
 * INSTALL PEDESTRIAN PUSH BUTTON WITH DIRECTIONAL ARROW AND LED FLASHING SEQUENCE, SEE DETAIL "B".



CONSTRUCTION NOTES:

1. INSTALL IN-ROADWAY WARNING LIGHT PED CROSSING CONTROLLER UNIT IN THE CONTROLLER CABINET WITH PEDESTRIAN PUSH BUTTON ACTIVATION UNIT AND WIRELESS MASTER CONTROLLER UNIT. THE CONTROLLER CABINET SHALL BE MOUNTED ON THE 1-B POLE.
2. INSTALL 120/240 V TYPE III-BF SERVICE EQUIPMENT ENCLOSURE WITH: 1-15 A, 120 V, 1P CIRCUIT BREAKER FOR IN-ROADWAY WARNING LIGHT CONTROL POSITION ENCLOSURE WITH P.E. WINDOW FACING NORTH.
3. INSTALL 3" CONDUIT WITH PULLROPE TO SERVICE FEED POINT AND SCE TO INSTALL SERVICE WIRES. COORDINATE WITH SCE SERVICE PLANNER, WENDY MCCURDY AT (805) 494-7031, 48 HOURS PRIOR TO CONNECTION.
4. INSTALL UNI-DIRECTIONAL IN-ROADWAY WARNING LIGHTS AND CABLE.
5. INSTALL WIRELESS ACTIVATED SOLAR ENGINE WITH TRANSCEIVER ON TYPE 1-B POLE (14').
6. INSTALL WIRELESS MASTER CONTROLLER UNIT ANTENNA ON 1-B POLE.
7. REMOVE SIGN AND/OR SIGN POST AS SHOWN.
8. INSTALL SIGN AND/OR SIGN POST AS SHOWN.
9. SANDBLAST AND REMOVE STRIPING/PAYEMENT MARKINGS AS SHOWN.
10. INSTALL STRIPING AS SHOWN PER CALTRANS STANDARD PLANS A24E.
11. INSTALL PAYEMENT MARKINGS AS SHOWN PER CALTRANS STANDARD PLANS A24D.
12. SAND BLAST EXISTING RED CURB AND REPAINT WITH 2 COATS OF RED PAINT.
13. REMOVE EXISTING RAMP AND INSTALL ADA CURB RAMP PER APWA STANDARD PLAN 111-5, CASE A TYPE 1.
14. PAINT 2' x 11' LADDER TYPE CROSSWALK 4' O.C. AS SHOWN ON PLAN. SEE DETAIL "C".
15. SAND BLAST EXISTING GREEN CURB AND REPAINT WITH 2 COATS OF GREEN PAINT.
16. SAND BLAST AND REPAINT EXISTING PAYEMENT MARKING AS SHOWN AND PER CALTRANS STANDARD PLANS A24B AND A24D.
17. INSTALL 12" WHITE LIMIT LINE.



NOTE:
 ALL PAVERS REMOVED AND OR DAMAGED WILL BE REPLACED BY CONTRACTOR IN KIND. CITY TO PROVIDE SUPPLIER INFORMATION TO MATCH EXISTING BRICK.



SCALE: 1" = 20'

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 Call: TOLL FREE
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 TWO WORKING DAYS BEFORE YOU DIG

REVISIONS			
NO.	DESCRIPTION	APPROVED	DATE



KOA CORPORATION
 PLANNING & ENGINEERING
 2141 W. Orangewood Avenue, Suite A
 Orange, CA 92668
 (714) 573-0317 FAX: (714) 573-9534
 MIN ZHOU, P.E.
 R.C.E. NO. C86448
 3-22-19
 DATE

REVIEWED IN ACCORDANCE WITH CITY'S POLICY CONDITIONS OF APPROVAL BY:
 DAN OJEDA, P.E. DATE
 R.C.E. NO.



CITY OF SOUTH PASADENA
 MISSION STREET AND DIAMOND AVENUE
 IN ROADWAY WARNING LIGHT SYSTEM
 PROJECT NO.
 SHEET NO. 2 OF 4

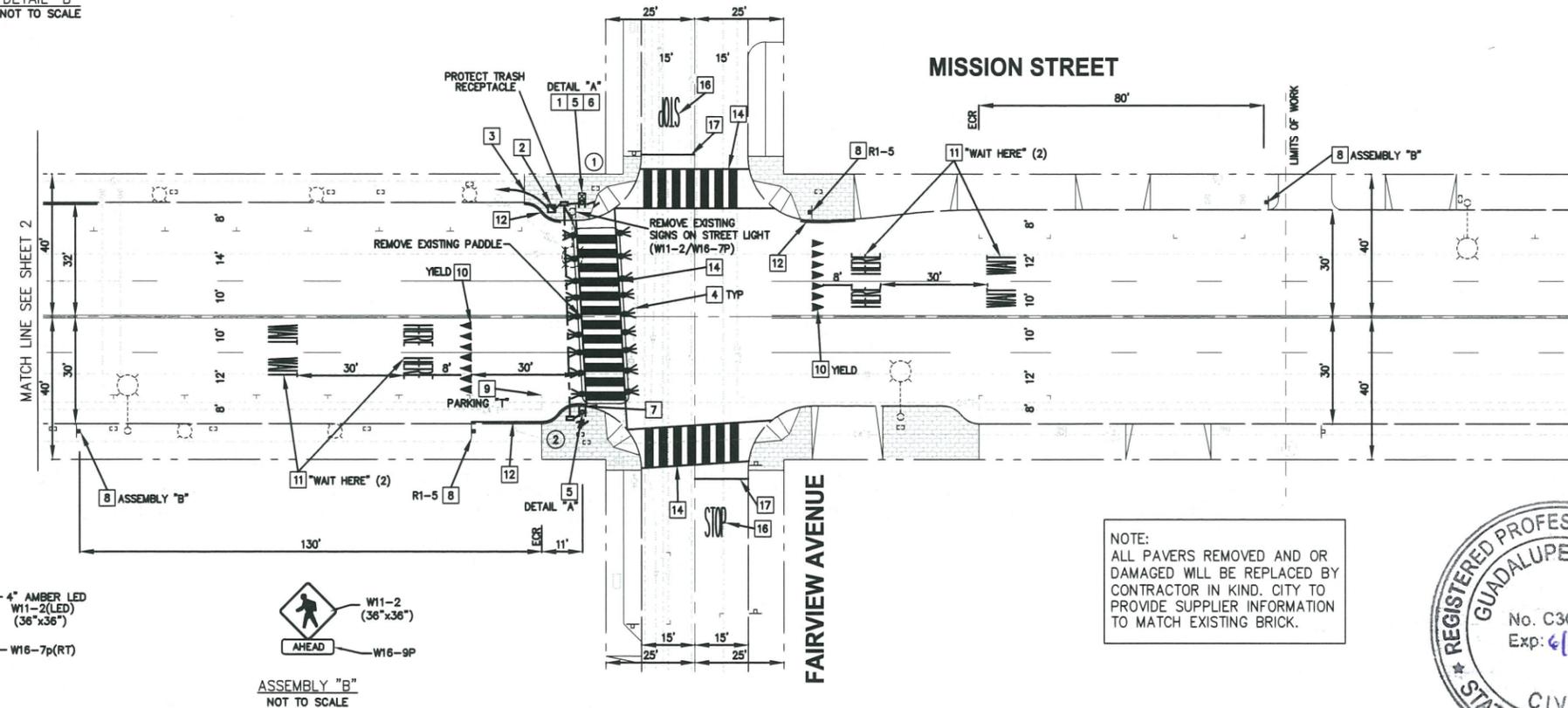
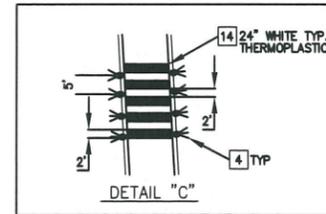
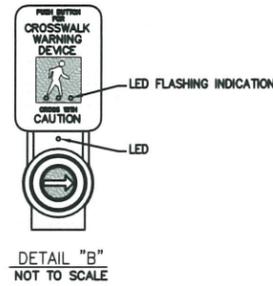
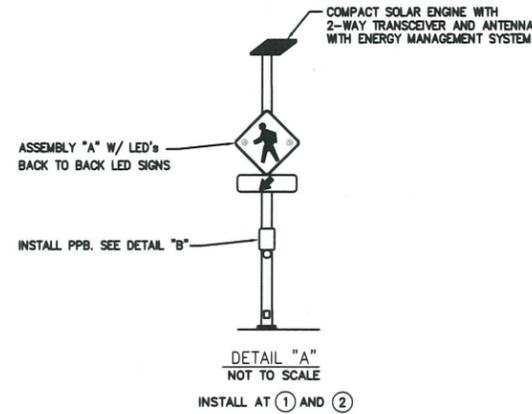
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POLE SCHEDULE													
NO.	STANDARD				HPSV LUMINAIRE	ISNS	SIGNAL MOUNTING		PED PUSH BTN		POLE LOC		REMARKS
	TYPE	HEIGHT	SIG MA	LUM MA			VEHICLE	PED	PHASE	ARROW	A	B	
①	1-B*	14'	-	-	-	-	-	-	-	-	-	-	INSTALL PED PUSH BUTTON. SEE DETAIL "B".
②	1-B*	14'	-	-	-	-	-	-	-	-	-	-	INSTALL PED PUSH BUTTON. SEE DETAIL "B".

ALL EQUIPMENT IS NEW UNLESS OTHERWISE NOTED.
 * INSTALL PEDESTRIAN PUSH BUTTON WITH DIRECTIONAL ARROW AND LED FLASHING SEQUENCE, SEE DETAIL "B".

CONSTRUCTION NOTES:

1. INSTALL IN-ROADWAY WARNING LIGHT PED CROSSING CONTROLLER UNIT IN THE CONTROLLER CABINET WITH PEDESTRIAN PUSH BUTTON ACTIVATION UNIT AND WIRELESS MASTER CONTROLLER UNIT. THE CONTROLLER CABINET SHALL BE MOUNTED ON THE 1-B POLE.
2. INSTALL 120/240 V TYPE II-BF SERVICE EQUIPMENT ENCLOSURE WITH: 1-15 A, 120 V, 1P CIRCUIT BREAKER FOR IN-ROADWAY WARNING LIGHT CONTROL POSITION ENCLOSURE WITH P.E. WINDOW FACING NORTH.
3. INSTALL 3" CONDUIT WITH PULLROPE TO SERVICE FEED POINT AND SCE TO INSTALL SERVICE WIRES. COORDINATE WITH SCE SERVICE PLANNER, WENDY McCURDY AT (805) 494-7031, 48 HOURS PRIOR TO CONNECTION.
4. INSTALL UNI-DIRECTIONAL IN-ROADWAY WARNING LIGHTS AND CABLE.
5. INSTALL WIRELESS ACTIVATED SOLAR ENGINE WITH TRANSCIVER ON TYPE 1-B POLE (14').
6. INSTALL WIRELESS MASTER CONTROLLER UNIT ANTENNA ON 1-B POLE.
7. REMOVE SIGN AND/OR SIGN POST AS SHOWN.
8. INSTALL SIGN AND/OR SIGN POST AS SHOWN.
9. SANDBLAST AND REMOVE STRIPING/PAVEMENT MARKINGS AS SHOWN.
10. INSTALL STRIPING AS SHOWN PER CALTRANS STANDARD PLANS A24E.
11. INSTALL PAVEMENT MARKINGS AS SHOWN PER CALTRANS STANDARD PLANS A24D.
12. SAND BLAST EXISTING RED CURB AND REPAINT WITH 2 COATS OF RED PAINT.
13. REMOVE EXISTING RAMP AND INSTALL ADA CURB RAMP PER APWA STANDARD PLAN 111-5, CASE A TYPE 1.
14. PAINT 2' x 11' LADDER TYPE CROSSWALK 4' O.C. AS SHOWN ON PLAN. SEE DETAIL "C".
15. SAND BLAST EXISTING GREEN CURB AND REPAINT WITH 2 COATS OF GREEN PAINT.
16. SAND BLAST AND REPAINT EXISTING PAVEMENT MARKING AS SHOWN AND PER CALTRANS STANDARD PLANS A24B AND A24D.
17. INSTALL 12" WHITE LIMIT LINE.



SCALE: 1" = 20'

Underground Service Alert
 Call: TOLL FREE
 1-800-422-4133
 TWO WORKING DAYS BEFORE YOU DIG

REVISIONS			
NO.	DESCRIPTION	APPROVED	DATE



KOA CORPORATION
 PLANNING & ENGINEERING
 2141 W. Orangewood Avenue, Suite A
 Orange, CA 92668
 (714) 573-6317 FAX: (714) 573-9534

MIN ZHOU, P.E.
 R.C.E. NO. C86448

3-22-19
 DATE

REVIEWED IN ACCORDANCE WITH CITY'S POLICY CONDITIONS OF APPROVAL BY:

DAN OJEDA, P.E. DATE

R.C.E. NO.



CITY OF SOUTH PASADENA

MISSION STREET AND FAIRVIEW AVENUE

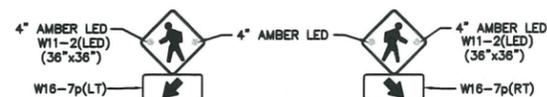
IN ROADWAY WARNING LIGHT SYSTEM

PROJECT NO.
 SHEET NO. 3 OF 4

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POLE SCHEDULE													
NO.	STANDARD				HPSV LUMINAIRE	ISNS	SIGNAL MOUNTING		PED PUSH BTN		POLE LOC		REMARKS
	TYPE	HEIGHT	SIG MA	LUM MA			VEHICLE	PED	PHASE	ARROW	A	B	
①	1-B*	14'	-	-	-	-	-	-	-	-	-	-	INSTALL PED PUSH BUTTON. SEE DETAIL "B".
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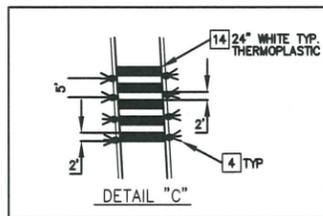
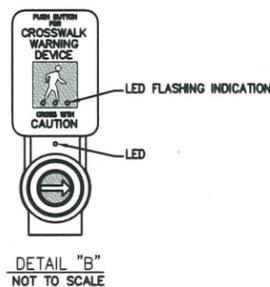
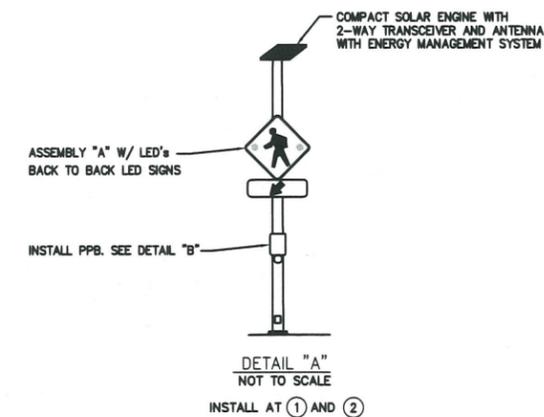
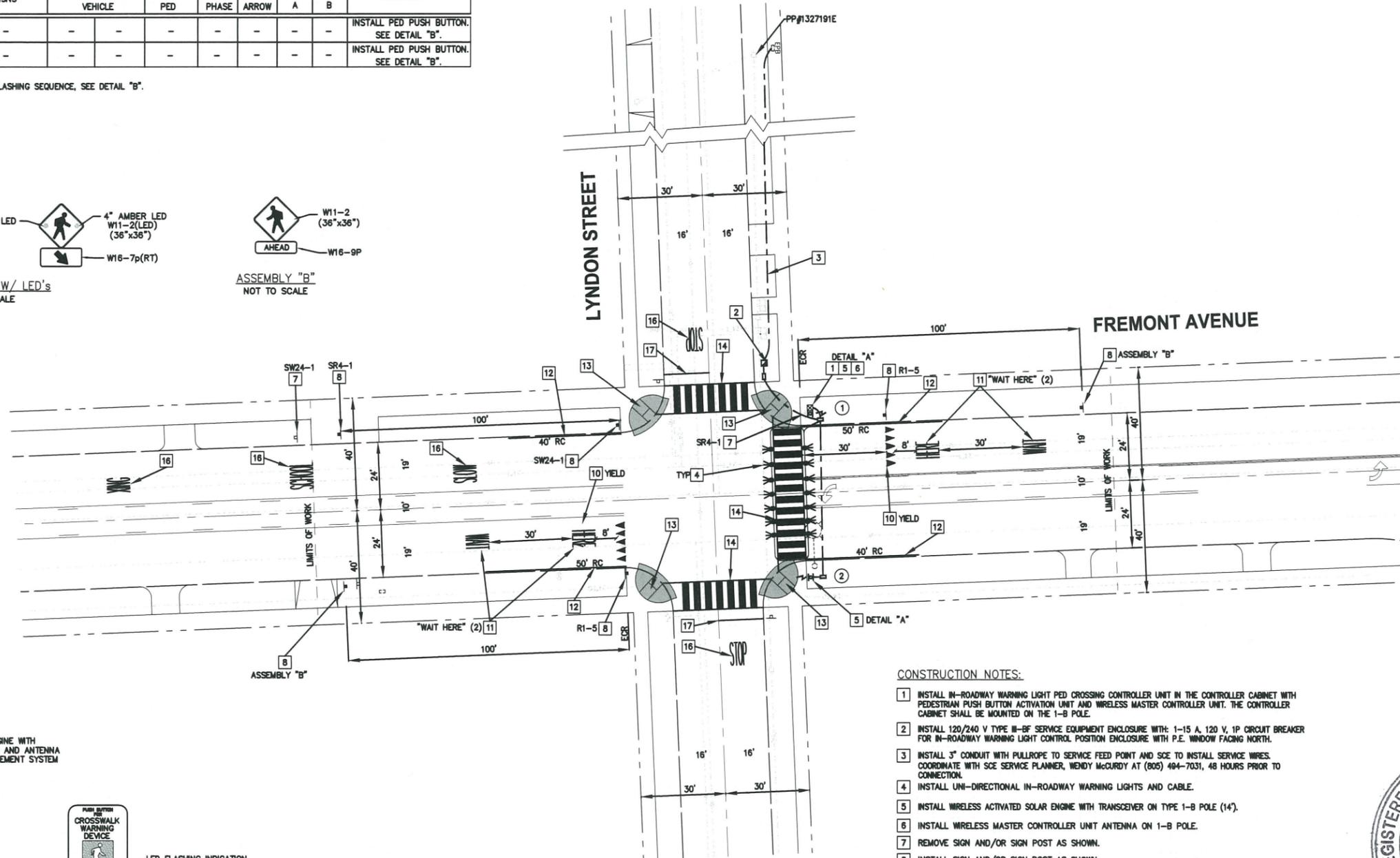
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ASSEMBLY "A" W/ LED'S
NOT TO SCALE



ASSEMBLY "B"
NOT TO SCALE



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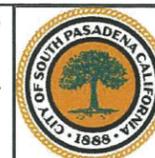
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3-22-19
 DATE

REVIEWED IN ACCORDANCE WITH CITY'S POLICY CONDITIONS OF APPROVAL BY:

DAN OJEDA, P.E. DATE
 R.C.E. NO.



CITY OF SOUTH PASADENA
 FREMONT AVENUE AND LYNDON STREET
 IN ROADWAY WARNING LIGHT SYSTEM

PROJECT NO.
 SHEET NO. 4 OF 4

ATTACHMENT “B”
Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN PROFESSIONALS**

(City of South Pasadena / **[Company or Individual]**)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and _____, a _____ (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **[enter description of consultant’s services]**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Design Professional”: A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 *et seq.*, (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 *et seq.*, (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 *et seq.*, or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 *et seq.*
- 3.2. “Scope of Services”: Such professional services as are set forth in Consultant’s **[enter consultant’s proposal date]** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

- 3.3. “Agreement Administrator”: The Agreement Administrator for this project is [Name and title]. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant
- 3.4. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.5. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is _____ Dollars (\$ _____).
- 3.6. “Commencement Date”: [date].
- 3.7. “Termination Date”: [date]

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. [Name of Project Manager] shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and 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 under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability

arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. “City” shall include City, its officials, officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Consultant’s indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant’s proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney’s fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party,

then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 11.9 **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: [insert project name]
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence, \$2,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the City as additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the

required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: [insert department or individual], 1414 Mission Street, South Pasadena, CA 91030.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

If to Consultant

[Name]
City of South Pasadena
[Department/Division]
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

[Name]
[Address]
[Address]
Telephone:
Facsimile:

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or 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. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term 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.

- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of South Pasadena

“Consultant”
[Name of Company or Individual]

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____