



## **REQUEST FOR PROPOSALS**

**ENGINEERING DESIGN SERVICES FOR THE  
RAMONA AVENUE WATER MAIN REPLACEMENT  
PROJECT NO. WA22002**

**PROPOSALS MUST BE RECEIVED BY  
2:00 PM ON THURSDAY, APRIL 20, 2023**

City of Chino Hills  
14000 City Center Drive  
Chino Hills, CA 91709

**City of Chino Hills**  
**Request for Proposals**  
**ENGINEERING DESIGN SERVICES FOR**  
**RAMONA AVENUE WATER MAIN REPLACEMENT**  
**PROJECT NO. WA22002**

Date: March 16, 2023

Department: Public Works Department - Engineering Division

Project Name: Engineering Design Services for the  
Ramona Avenue Water Main Replacement Project

Proposal Due Date: April 20, 2023                      Time: 2:00 P.M.

Proposals must be submitted to:

City of Chino Hills  
City Clerk's Office  
Attn: Ms. Fe M. Rama, P.E.  
14000 City Center Drive  
Chino Hills, CA 91709

**Due Date and Delivery:**

Proposals must be for the entire scope of services outlined in this Request For Proposal (RFP). Incomplete proposals will not be considered. The proposer shall submit a package clearly marked on the outside as "**Proposal for Engineering Design Services for the Ramona Avenue Water Main Replacement Project**" to the City Clerk's Office. The package shall contain the following:

- Five (5) bound copies and one (1) electronic copy (flash drive is preferred method, emails not accepted) of the proposal;
- One (1) original and four (4) copies of the cost proposal in a separate sealed envelope clearly marked "Sealed Cost Proposal"; and
- A signed W-9.

Proposals must be received by the City Clerk's Office **no later than 2:00 p.m. Thursday, April 20, 2023**. Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

**A. General Information:**

The City of Chino Hills ("City") invites your organization to submit a written proposal to provide engineering design services associated with the Ramona Avenue Water Main Replacement Project. The successful vendor will be awarded a contract for a five-year period. The proposal must clearly demonstrate how your organization would best satisfy the requirements of the City. This written Request for Proposal (RFP) states the scope of the City's requirements and specifies the general rules for preparing the proposal.

There is no expressed or implied obligation for the City to reimburse responding consultants for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

**B. Description of the Government:**

The City of Chino Hills is a General Law City in the State of California and is located in the Southwestern portion of San Bernardino County. The City was incorporated on December 1, 1991, and operates under a council-manager form of government. The City is a community consisting of approximately 45 square miles with an estimated population of 82,846. The City operates as a "contract city" utilizing contracts with other government entities, private firms and individuals to provide many traditional municipal services to the community. Contracted services include police, city attorney, animal control, and refuse collection.

**C. Background:**

The existing 2"-diameter galvanized steel water pipeline in Ramona Avenue between Mesa Boulevard and Bird Farm Road was constructed in the early 1970s under the unincorporate San Bernardino County area. Maintenance of the existing undersized water main has been challenging due to the pipe condition and multiple pipe failures that have occurred.

The objective is to replace the existing galvanized steel water main with new pipe by installing a new 12"-diameter water pipeline, new water main service laterals and necessary appurtenances complete in place and abandoning the existing galvanized steel pipeline in Ramona Avenue between Mesa Boulevard and Bird Farm Road as outlined in the Scope of Work of this RFP.

The City has also assessed the existing pavement condition on Ramona Avenue and determined the need to include ultimate road improvements (i.e., resurfacing/ rehabilitation, concrete sidewalks, access ramps, driveway approaches) on the east side, while construction of the ultimate improvements on the west side awaits the upcoming/pending proposed housing development of Rancho Cielito.

**D. Addendum**

The City may modify, clarify or interpret the RFP by issuing an Addendum. Addendums to the RFP will be published and distributed through the City's website. All addenda shall become a part of the RFP document requiring acknowledgment by the proposer.

**E. Questions**

Please direct any questions or concerns to Ms. Fe Rama, Senior Engineer, at [frama@chinohills.org](mailto:frama@chinohills.org) OR 909-809-2776 by 5:00 p.m. on April 6, 2023. Only questions with “RFP - Engineering Design Services for the Ramona Avenue Water Main Replacement Project” in the subject line will be accepted. Answers to submitted questions will be posted on the City’s website.

**F. Evaluation and Selection**

Proposals will be evaluated on the basis of the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to a Bid, pricing alone will not constitute the entire selection criteria. The City may use some or all of the following criteria and corresponding percentages in its evaluation and comparison of proposals submitted. The criteria below are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criteria and points as deemed appropriate prior to the commencement of evaluation.

<b>POTENTIAL PROPOSAL EVALUATION CRITERIA</b>	
<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
Qualifications/Related Experience/References (Qualifications and experience of the Proposer related to the services described in this RFP)	25
Thoroughness and Understanding of the Project and subject matter expertise.	25
Timeline and Available Resources (Proposer’s ability and available resources to perform the requested services.)	25
Proposer’s quality and deliverables.	25
Subtotal	100
Interview/Demo (optional)	25
<b>Total Points</b>	<b>125</b>

The City reserves the right to reject any or all proposals, to request additional information concerning any proposal for purposes of clarification, to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the City as determined by the City. The City may cancel this solicitation at any time. All proposals shall comply with current-federal, state, and other laws relative thereto. The City is not liable for any costs incurred by the Proposer before entering into a formal contract. Costs for developing the proposal or any other such expenses incurred by the Proposer in responding to the

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RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

Submission of a proposal indicates acceptance by the consultant of the conditions contained in this Request for Proposal and attached agreement unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the City and the consultant selected.

The following is a tentative schedule of this entire RFP process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections and the City reserves the right to modify this schedule as needed to accommodate the completion of this RFP process. The following is a tentative timeline for the evaluation and RFP selection procedure.

<b>TENTATIVE PROJECT SCHEDULE</b>	
RFP Published:	March 16, 2023
Questions from Proposers Due:	April 6, 2023
Questions and Answers Posted By:	April 12, 2023
Proposals Due:	April 20, 2023
Initial Review of Proposals by Panel:	TBD
Anticipated Contract Award:	May/June 2023

**G. Scope of Work:**

The City of Chino Hills is seeking a qualified firm to perform engineering design services associated with the Ramona Avenue Water Main Replacement Project. The project will replace approximately 700 linear feet (LF) of 2-inch water line, water services and saddles, fire hydrants and other necessary appurtenances.

In addition, the project will include engineering design of concrete sidewalk, driveway aprons and access ramps, identify recommended improvements for the adjacent private property on the east side, and pavement resurfacing/rehabilitation of existing asphalt pavement area on Ramona Avenue between Mesa Boulevard and Bird Farm Road. The project will need to incorporate adjustment of centerline and grades to match the proposed housing development (Rancho Cielito) and recommend any interim improvements needed on the west side of Ramona Avenue until the permanent ultimate improvements are constructed with the proposed development.

The proposed water main to be replaced is in Ramona Avenue between Mesa Boulevard and Bird Farm Road. A map showing the location and limits of the project is attached (see **Attachment No. 1 – Location Map**).

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Project tasks shall include, but are not necessarily limited to, those items noted below. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

The selected consultant shall provide all instruments, equipment, tools, personnel, and supervision required to provide the engineering design services for the water main replacement project identified in this scope, including but not limited to the following tasks:

1. Become familiar with the City's potable water distribution systems in the area by reviewing City-provided maps and available "as-builts" / record drawings to be used as references. (To obtain these available "as-builts" / record drawings, please contacting, Ms. Fe Rama, Senior Engineer, via email at [frama@chinohills.org](mailto:frama@chinohills.org) ).
2. Familiarize with the proposed development (Rancho Cielito) on the west side of Ramona Avenue. A copy of the site plan can be found in the City's website: <https://www.chinohills.org/1417/Rancho-Cielito>
3. The City will make available the GIS geodatabase as well as the latest aerial (with 2-foot contours) for the specific site/area and subject neighborhood to the successful consultant.
4. Obtain existing substructure facilities/ utilities information from respective utility agencies or company for inclusion to the construction plans. Successful consultant to be responsible for carrying out with due diligence in obtaining all as-built plans and incorporating to the design plans.
5. A field visit of the project area/ site shall be warranted.
6. The Consultant or its California Registered Land Surveyor shall conduct the necessary topographic land surveys in order to prepare design and construction plans for the project. Furthermore, check right-of-way of Ramona Avenue. Such surveys shall provide sufficient site-specific data for proper and accurate design.
7. Design and prepare construction plans and special provisions for the Project, in accordance with the City Standard, and latest applicable AWWA Standards.
8. The construction plans shall be submitted at the following levels:

Preliminary Plans (plan view only) – 50%  
Design Plans (Phases) – 75%, 90%, and 100%  
(Note: Scale shall be 1 inch = 40 feet)

Final Plans shall be provided on Mylar with a "wet" signature. Electronic copies of the final plans (AutoCAD files with all the external references, survey, topo, etc.) shall also be provided to the City.

9. The construction plans, at a minimum, shall identify and provide details of point of connections to existing water main lines; and identify water main, valves, and appurtenances to be protected-in-place, abandoned, removed, replaced, or eliminated. In addition, identify pavement resurfacing/rehabilitation work, concrete work, detailed improvements recommended per private property on the east side, and to identify and

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match grades of the proposed development (Rancho Cielito) on the west side of Ramona Avenue.

10. Complete Project Specifications and Special Provisions shall be provided with the 90% Design Plans submittal. Electronic copies of the Project Specifications (WORD file) shall also be provided. (City to provide to the selected Consultant the current Specifications Template for use/ reference.)
11. Complete Engineer's Cost Estimate (including list of quantities and estimated cost per unit) shall be provided with the 90% Design Plans submittal. Electronic copies of the Engineer's Cost Estimate (EXCEL file) shall also be provided.
12. The Consultant shall have all calculations, reports, specifications, and plans signed and stamped by a California Registered Civil Engineer. Such registrations shall be current.
13. All work submitted by the Consultant shall be complete and shall be carefully checked prior to submission. If the City discovers any errors or omissions prior to approving the Consultant's work, the work will be returned for correction and the Consultant will not be allowed additional compensation. Should the City or others discover errors or omissions in the work submitted by the Consultant after the City's approval thereof, the City's approval shall not be used as a defense by the Consultant.

**H. Technical Proposal Format**

The proposal submitted for this project must follow the outline described below and must address all requested information.

1. Title Page
2. Table of Contents
3. Cover Letter

The Cover Letter shall be addressed to Mr. Daniel Bobadilla, P.E., Director of Public Works/ City Engineer, and at minimum, must contain the following:

- a. Identification of consultant, including name, address, and telephone number.
- b. Name, title, address, and telephone number of contact person during period of proposal evaluation.
- c. Statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from the date of submittal.
- d. Signature of a person authorized to bind the consultant to the terms of the proposal.
- e. California Secretary of State business entity number.
- f. If a corporation, the resolution illustrating who can sign contracts.

4. Introduction/Approach

In a brief narrative, describe the proposed solution by setting forth the overall approach and plans to meet the requirements of the RFP. The intent of this narrative is to convey to the City that the consultant understands the objective of the requested service, the nature of the work, and the level of effort necessary to successfully provide the defined services. The narrative must stipulate how the consultant's approach and plans to provide the services are appropriate to the tasks involved.

Provide general information about the consultant, including size of the organization, location of offices, years in business, organizational chart, state of incorporation, names of owners and principal parties, and a statement of qualifications for performing the requested services. Include a statement indicating what differentiates your firm from other vendors.

5. Experience

Provide a summary of the vendor's qualifications and prior experience in providing the requested services. This section must include specific and detailed descriptions of similar projects performed, project results, client name and year completed.

6. Project Overview

Provide a narrative description of the project based on the scope of services presented in the RFP along with a detailed work plan. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths you may have related to this project.

7. Detailed Work Plan

Respond to all requirements defined in the scope of services. Include the steps needed to complete all tasks and any recommended additions to the list of tasks. Also document assumptions used in development of the work tasks including assistance needed from City staff and required hardware and software. If any of the requirements cannot be supported, provide a recommendation for an alternative approach.

8. Project Team

Identify the project team, including proposed sub-consultants, and provide brief resumes for key staff assigned to the engagement. Identify the geographic locations of the vendor and key personnel.

9. Project Schedule

Include a documented timeline for the completion of the project.

10. Quality Control

Provide a detailed description and/or examples of the consultant's quality control procedures that ensures all work products delivered to the City (i.e., drafts and final



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versions) are of high-quality, accurate and have been thoroughly reviewed prior to delivery to the City.

11. References

Provide a complete list of other local governmental entities in California utilizing your professional engineering design services over the past five (5) years. Provide at least three (3) references, past and present, using the same service being proposed and indicate the scope of services, date, name, email address, and telephone number of the client contact.

12. Required Statements

- a. A written statement by the consultant that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.
- b. A written statement by the consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal records, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three (3) years.
- c. A written statement that the consultant will not discriminate illegally against any employee or applicant for employment pursuant to applicable law.
- d. A written statement that the consultant shall comply with the California Labor Code., pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.
- e. A written statement that the consultant shall comply with the Copeland Anti-kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

13. Agreement for Professional Services

The City has provided a copy of the Agreement for Professional Services. Please review this agreement and provide the City with a written statement of the consultant's willingness to accept the terms of the agreement. **Please specifically identify each and every term of the agreement which the consultant is unwilling to accept and the reason therefore (See Attachment No. 2).**

I. Cost Proposal

The cost proposal must be submitted separately in a "sealed envelope" and include the following:

- a. A total, all-inclusive maximum price, that includes all direct and indirect costs as well as out-of-pocket expenses.

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- b. A copy of the consultant's hourly rate schedule and a written statement that said hourly rate schedule is part of the consultant's quote for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.

Or

- c. A pricing schedule for all services being offered by the consultant.

**J. Administrative Elements:**

1. The consultant shall assign a responsible representative and an alternate to perform the assigned tasks. Both staff members shall be identified in the proposal. The consultant's representative will be responsible for all duties from contract negotiations through project completion. If the primary representative is unable to continue with the project, then the alternate representative will become the primary representative. Any other changes in responsible representative must be approved, in advance, by the City. The City will have the right to reject other proposed changes in personnel and may consider any other changes in responsible personnel a breach of contract.
2. The consultant shall provide all necessary personnel, instruments, equipment, and materials to perform the described services.
3. The City reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.

**K. Insurance:**

Within three (3) business days of successful selection, consultant must provide the City with Certificates of Insurance providing coverage as outlined in Section 15 of the Agreement for Professional Services naming the City, its agents and officers as additional insureds by written endorsement.

**L. Business License:**

The successful consultant(s) and any sub-consultants are required to obtain a City Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal.

**M. Subcontracting:**

The Proposer may utilize the services of specialty subconsultants on those parts of the work that, under normal contracting practices, are performed by specialty subconsultants. Unless a specific subconsultant is listed by Proposer, Proposer is representing to City that Proposer has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of his/her proposal, the Proposer shall not award work to any unlisted subconsultant(s) without prior written approval of the City. The Proposer shall be fully responsible to the City for the performance of his/her subconsultants and of persons either directly or indirectly employed by them.

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Nothing contained herein shall create any contractual relation between any subconsultant and the City.

**N. Public Information:**

All materials received relative to this RFP will become public information and be available for inspection after the award of contract. The City reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

**O. Attachments:**

Attachment No. 1 – Location Map

Attachment No. 2 - Professional Services Agreement (PSA)

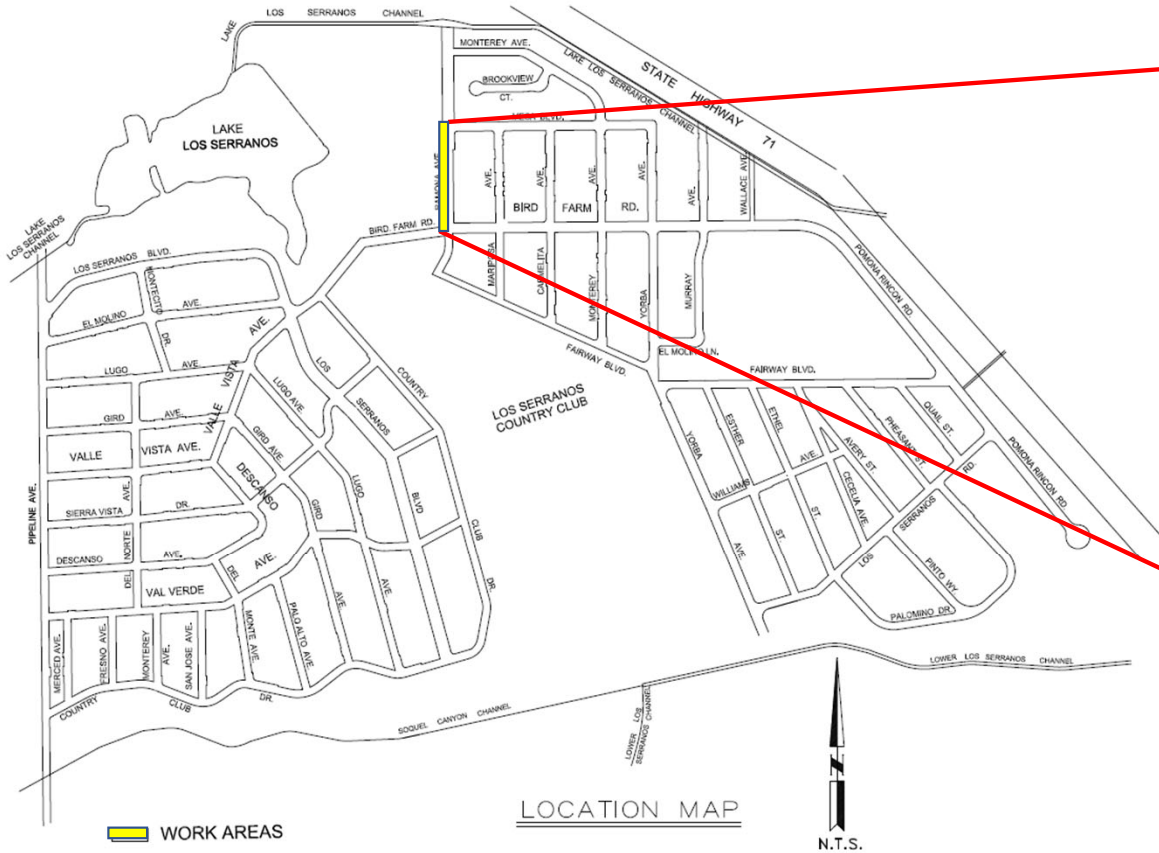
# ATTACHMENT NO. 1 - LOCATION MAP

## CITY OF CHINO HILLS

Ramona Avenue Water Main Replacement Project  
CIP No. WA22002

### LOCATION MAP

Ramona Avenue – Mesa Boulevard to Bird Farm Road



**ATTACHMENT NO. 2 - PSA**

**AGREEMENT NO. A2023-  
FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF CHINO HILLS AND**

**RAMONA AVENUE WATER MAIN REPLACEMENT  
PROJECT NO. WA22002**

**THIS AGREEMENT**, made and entered into this \_\_\_\_th day of \_\_\_\_, 2023, between the CITY OF CHINO HILLS, a municipal corporation, hereinafter referred to as "City" and \_\_\_\_\_ hereinafter referred to as "Consultant". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES. Consultant agrees to perform the services set forth in Exhibit A "SCOPE OF SERVICES" attached hereto and made a part hereof. Consultant shall submit its work to the City for its review after completing each phase of the project as described in Exhibit A, or when otherwise requested by the City. Consultant shall, at its own cost, make any revisions of its own work as required by the City and re-do, at its own cost, any work which the City finds unsatisfactory due to Consultant's or subcontractor's errors or omissions. Consultant represents and warrants that it has the qualifications, experience and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law. **Consultants shall begin its services under this Agreement on \_\_\_\_\_.**

2. STATUS OF CONSULTANT. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City except information or reports required by government agencies to enable Consultant to perform its duties under this Agreement.

3. CONSULTANT'S KNOWLEDGE OF APPLICABLE LAWS. Consultant shall keep itself informed of applicable local, state and federal laws and

regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall observe and comply with all such laws and regulations affecting its employees. City and its officers and employees, shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

4. PERSONNEL. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services hereunder and shall obtain the approval of the City Manager of all proposed staff members performing services under this Agreement prior to any such performance.

5. COMPENSATION AND METHOD OF PAYMENT. Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof. Total compensation shall not exceed \$ [REDACTED]. Payments shall be made within forty-five (45) days after receipt of each invoice as to all undisputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

6. ADDITIONAL SERVICES OF CONSULTANT. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

7. ASSIGNMENT. All services required hereunder shall be performed by Consultant, its employees or personnel under direct contract with Consultant. Consultant shall not assign to any subcontractor the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of City Manager.

8. FACILITIES AND RECORDS. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

9. TERMINATION OF AGREEMENT. This Agreement will terminate on \_\_\_\_\_. This Agreement may be terminated with or without cause by either party upon 30 days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.

10. COOPERATION BY CITY. All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Scope of Services, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

11. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall, become the sole property of City. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

12. RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization excepting that information which is a public record and subject to disclosure pursuant to the California Public Records Act, Government Code § 6250, et seq. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

If Consultant or any of its officers, employees, consultants or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant's conduct, including the City's attorney's fees.

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide



City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(b) Consultant covenants that neither they nor any officer or principal of their firm have any interest in, or shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant further covenants that Consultant has not contracted with nor is performing any services directly or indirectly with any developer(s) and/or property owner(s) and/or firm(s) and/or partnerships owning property in the City or the study area and further covenants and agrees that Consultant and/or its subcontractors shall provide no service or enter into any agreement or agreements with any developer(s) and/or property owner(s) and/or firm(s) and/or partnerships owning property in the City or the study area prior to the completion of the work under this Agreement without the express written consent of the City Manager.

13. DEFAULT. In the event that Consultant is in default of any of the provisions of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant.

14. INDEMNIFICATION.

(a) Consultant represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by Consultant, and City relies upon the skills and knowledge of Consultant. Consultant shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of California.

(b) Indemnity For All Liabilities. City, its elected and appointed officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or to any other person for, and Consultant shall indemnify and hold harmless the Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, levies, costs and expenses of whatever nature, including reasonable attorneys' fees, expert witness fees and disbursements ("Claims"), to the extent that they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to binding arbitration to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the City; Consultant and City shall each pay half the arbitrator's



fees. Notwithstanding the above, in the event one or more defendants to a Claim is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with the City regarding unpaid defense costs.

(c) **Defense For All Non-Design Professional Liabilities.** Notwithstanding the foregoing and without diminishing any rights of the City under Section 14(c), for any liability, claim, demand, allegation against City arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Indemnitees from and against any and all damages, costs, expenses (including reasonable attorneys' fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Consultant, except for the sole or active negligence of, or willful misconduct of the City.

(d) The Indemnitees need not have first paid any of the matters as to which the Indemnitees are entitled in order to be indemnified or defended as called for in this Section 14. The insurance required to be maintained by Consultant under paragraph 15 shall ensure Consultant's obligations under this paragraph 14(b) and (c), but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this paragraph 14 shall survive the expiration or earlier termination of this agreement.

15. INSURANCE.

A. Insurance Requirements. Consultant shall provide and maintain insurance acceptable to the City Attorney in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved and accepted by the City Manager or his/her designee in writing. Consultant shall provide the following scope and limits of insurance:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as:

(a) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or owned, hired, non-owned, scheduled, non-scheduled or rented vehicles, (or combination thereof dependent upon working being performed under contract), or equivalent forms subject to the written approval of the City.

(c) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(d) Errors and omissions liability insurance appropriate to the Consultant's profession.

(2) Minimum Limits of Insurance. Consultant shall maintain limits of insurance no less than:

(a) General Liability: \$2,000,000 per occurrence (\$4,000,000 aggregate) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities related to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.

(c) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(d) Errors and Omissions Liability: \$1,000,000 per claim.

If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional period of three (3) years following termination of the contract.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies. Each insurance policy required by this paragraph 15 shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the City.

(2) General Liability and Automobile Liability Coverages.

(a) City, its officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs, products and completed operations of Consultant; premises owned, occupied or used by Consultant, or automobiles owned, leased or hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, or employees.

(b) Consultant's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, its officers, officials, employees or volunteers shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall

agree to waive all rights of subrogation against City, its officers, officials, employees and agents for losses arising from work performed by Consultant for City.

C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

(1) Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

16. NONDISCRIMINATION/NONPREFERENTIAL TREATMENT STATEMENT. In performing this Agreement, the Parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply, to the fullest extent allowed by law, with all applicable local, state and federal laws relating to nondiscrimination.

17. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101, et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

18. ENTIRE AGREEMENT. This Agreement is the complete, final, entire and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

19. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the San Bernardino County Superior Court.

20. ASSIGNMENT OR SUBSTITUTION. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant by this Agreement. In recognition of that interest, neither any complete nor partial assignment of this Agreement may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

21. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by the City Council and the Consultant. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

22. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind Consultant to the performance of its obligations hereunder.

23. NOTICES. Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

City.

Attention: City Clerk  
City of Chino Hills  
14000 City Center Drive  
Chino Hills, California 91709

Email: [cityclerk@chinohills.org](mailto:cityclerk@chinohills.org)

Consultant.

Attention:  
Name  
Address  
City, State and Zip

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

24. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached

Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

- A. Exhibit A: Scope of Services
- B. Exhibit B: Compensation

25. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF CHINO HILLS**

**(INSERT COMPANY NAME HERE)**

\_\_\_\_\_  
**Peter Rogers**  
**Mayor**

\_\_\_\_\_  
**(Signature)**

**ATTEST:**

\_\_\_\_\_  
**(Printed name and Title)**

\_\_\_\_\_  
**Cheryl Balz**  
**City Clerk**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Signature)**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**(Printed Name and Title)**

\_\_\_\_\_  
**Mark D. Hensley**  
**City Attorney**

\_\_\_\_\_  
**(Date)**