MEETING DATE: February 7, 2017

TITLE: Proposed Professional Services Agreement with Civiltec Engineering, Inc. for Preparation of the Covina Senior and Community Center Boundary and Topographic Survey

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION: Authorize the City Manager to execute the attached Professional Services Agreement with Civiltec Engineering, Inc. for the preparation of the Covina Senior and Community Center Boundary and Topographic Survey in an amount not-to-exceed $45,247.

BACKGROUND:
On January 19, 2016, the City Council authorized the City Manager to execute a Professional Services Agreement with Gonzalez Goodale Architects to provide planning, programming, architectural, and engineering services for the initial phase of the Covina Senior and Community Center Project in an amount not-to-exceed $100,000. Consulting services for the initial phase of the project include completion of user and programmatic needs assessments, community and internal engagement, site evaluation and recommendation, visioning and conceptual designs, cost estimates, and project timelines. The City Manager subsequently placed this agreement on hold.

On January 19, 2016, the City Council also appropriated $500,000 in available Special General Fund – Rule 20A Swap balance for the initial phase of the project, boundary and topographic survey, geotechnical engineering and soils testing, and seed money for subsequent phases of the project and directed City staff to pursue placement of the Covina Senior and Community Center in Covina Park.

Due to the lack of community support for the possible placement of the Covina Senior and Community Center in Covina Park, the City Council, City Manager, multi-departmental staff team, and community members diligently explored site alternatives, culminating with the City Council’s decision on December 20, 2016, to place the new facility in Kelby Park. The complete project chronology is contained in Attachment A to this report.

On January 17, 2017, the City Council authorized the City Manager to prepare a Section 108 Loan Program application to the Community Development Commission of Los Angeles in the amount of approximately $2.5 million for approval by the City Council and directed the City Manager to explore the feasibility of an interfund loan from one or more City funds to the General Fund to fund the balance of the project cost, subject to approval of a borrowing agreement by the City Council. The City Council also directed City staff to return to City
Council with additional information regarding a design-build project delivery model for the project and timing for a master plan of the Kelby Park site.

In preparation for the delivery of the Covina Senior and Community Center Project through a design-build process, the multi-department staff team is exploring the requirements of SB 785 (Design Build Law for Local Agencies) codified in Sections 22160-22169 of the California Public Contract Code and best practices in the industry. To support the design-build process, including the site evaluation to determine the optimum placement of the facility within Kelby Park and related site planning efforts, as well as, facilitate the design and construction phases of the project, the preparation of a boundary and topographic survey and completion of geotechnical engineering and soils testing is necessary at this time. Both studies must be completed as soon as possible to allow the inclusion of the information in the Request for Proposals (RFP) that will be issued to potential design-build teams.

DISCUSSION:
On January 20, 2015, the City Council approved the award of contracts to a pre-qualified on-call engineering services bench and authorized the Acting City Manager to execute all related documents on the City's behalf. Three members of the on-call engineering bench offer professional surveying services to public clients, including Civiltec Engineering, Inc., Johnson-Frank & Associates, and Willdan Engineering.

On February 8, 2016, the City issued the attached RFP for preparation of the Covina Senior and Community Center Boundary and Topographic Survey in Covina Park to Civiltec Engineering, Johnson-Frank & Associates, and Willdan Engineering. By 4:00 p.m. on February 18, 2016, the City of Covina City Clerk’s Office had received one proposal from Civiltec Engineering. Johnson-Frank & Associates indicated that it was unable to meet the City’s schedule and would not be submitting a proposal. Willdan Engineering did not respond to the RFP.

The City Engineer/Traffic Engineer, David Gilbertson, reviewed and evaluated the Civiltec Engineering proposal based on the following criteria, as outlined in the RFP, and determined the firm is qualified to perform the Covina Senior and Community Center Boundary and Topographic Survey and the proposed cost is consistent with market pricing for similar projects:

1. Cost proposal (30 points). Value of firm’s proposal relative to the submitted project understanding/project approach.

2. Project schedule (30 points). Thoroughness of the project schedule; ability to complete the project within the selected timeframe.

3. Project understanding/project approach (40 points). The firm’s proposal adequately demonstrates an understanding of the project. This understanding can be demonstrated in various manners, including but not limited to, the firm’s experience with similar types of projects/services, specific experience of key team staff, references and satisfaction of previous clients, and identification of critical issues to the project and methods to address those issues to ensure timely and on budget completion of the project.

On March 1, 2016, the Department of Public Works placed the Professional Services Agreement between the City and Civiltec Engineering for Boundary and Topographic Survey in Covina Park on the City Council Agenda for consideration. The City Manager pulled the item from the City Council Agenda and placed contract award on hold, pending the re-evaluation of the site for the new facility.
Following the City Council’s decision on December 20, 2016 to place the new facility in Kelby Park, the Department of Public Works contacted Civiltec Engineering to ascertain the firm’s willingness to honor its initial proposal for the Kelby Park site. Civiltec Engineering desires to provide the services with an adjustment to its proposal based on 2017 rates.

The Department of Public Works subsequently prepared the attached Professional Services Agreement between the City and Civiltec Engineering. Under the terms and conditions of the proposed agreement, Civiltec Engineering will provide all services necessary for the preparation of the Covina Senior and Community Center Boundary and Topographic Survey by March 21, 2017 or within 30 calendar days of the issuance of the Notice to Proceed at a not-to-exceed cost of $45,247.

The boundary and topographic survey will consist of:

- Boundary analysis to establish the current property and right-of-way lines;
- Topographic survey to establish 1-foot contour intervals, including precise location of all existing structures and improvements, finish surface and finish grade elevations, and trees; and
- Location of all existing utilities, such as water, electric, and gas services, fire hydrants, manholes, valves, light standards, etc.

Related Studies
Concurrently, on February 8, 2016, the City also issued an RFP for Geotechnical Engineering and Soils Testing for the Covina Senior and Community Project to two members of the on-call engineering bench, David T. Hamilton & Associates and Geo-Advantec Inc., experienced in the provision of geotechnical engineering, materials testing and special inspection services to public clients. Following the review and evaluation of the proposals based on the criteria outlined in the RFP, the City Engineer identified David T. Hamilton & Associates as the top rated firm. Since the cost for these services is an amount not-to-exceed $9,200, City Council approval of the agreement is not required. The agreement will follow the same schedule as the boundary and topographic survey.

FISCAL IMPACT:
The fiscal impact associated with the proposed contract with Civiltec Engineering for preparation of the Covina Senior and Community Center Boundary and Topographic Survey is a not-to-exceed amount of $45,247. Sufficient funding for the contract is available in the Covina Senior and Community Center Project budget (account no. 4600-3400-55100-P1601.)

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):
The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the General Rule that CEQA applies to projects that have the potential for causing a significant effect on the environment. The Covina Senior & Community Center Boundary and Topographic Survey will not result in any significant effect on the environment.

Respectfully submitted,

Siobhan Foster
Director of Public Works
ATTACHMENTS:
Attachment A: Covina Senior and Community Center Project Chronology
Attachment B: Professional Services Agreement with Civiltec Engineering, Inc. for Preparation of Covina Senior and Community Center Boundary and Topographic Survey
Attachment C: RFP for Preparation of Covina Senior & Community Center Boundary and Topographic Survey (w/o attachments)
Attachment D: Proposal Received in Response to RFP for Preparation of Covina Senior & Community Center Boundary and Topographic Survey (on file in City of Covina City Clerk’s Office)
# Project Chronology
## Covina Senior and Community Center

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
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<tbody>
<tr>
<td>September 15, 2015</td>
<td>City Council received and filed the Joslyn Center update, authorized the City Manager to issue a Request for Proposal (RFP) to provide community and internal outreach to ascertain facility-user needs and Department of Parks and Recreation programming needs, in addition to obtaining City Council input in the design process for the Covina Senior and Community Center Project, and directed the Departments of Parks and Recreation and Human Resources to identify temporary locations to accommodate Joslyn Center programming requirements and initiate negotiations with property owners.</td>
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<tr>
<td>November 10, 2015</td>
<td>The Department of Public Works issued the RFP to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior and Community Center Project to 18 firms with significant expertise in the design of municipal senior centers and recreational facilities and proven track records with both design-build and design-bid-build project delivery models. Consulting services for the initial phase of the Project include completion of user and programmatic needs assessments, community and internal engagement, site evaluation and recommendation, visioning and conceptual designs, cost estimates, and project timelines. The RFP was also posted on the City’s website. By 4:00 p.m. on December 3, 2015, the City of Covina City Clerk’s Office had received responses from seven firms.</td>
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<tr>
<td>December 15, 2015</td>
<td>The Department of Parks &amp; Recreation reviewed and discussed options for the relocation of senior programming from the Joslyn Center to another facility, including the Valleydale Park Community Center and a possible co-sponsorship agreement with Los Angeles County for Valleydale Community Center.</td>
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<tr>
<td>January 19, 2016</td>
<td>The City Council, in a separate action, adopted Resolution No. 16-7452, authorizing the allocation of the Forty Second Year Community Development Block Grant (CDBG) funds for FY 2016-2017. This action includes $416,188 in funding for the Covina Senior and Community Center Project - Phase II. Funds will be released by Los Angeles County Community Development Commission once the design phase is complete.</td>
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<tr>
<td>January 19, 2016</td>
<td>The City Council authorized the City Manager to execute a Professional Services Agreement with Gonzalez Goodale Architects (GGA) to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior and Community Center Project in an amount not-to-exceed $100,000; adopted Resolution No. 16-7454 appropriating $500,000 in available Special General Fund - Rule 20A Swap balance for the Initial Phase of the Covina Senior and Community Center Project, topographic survey and soils geologic analysis, and seed money for subsequent phases of the project; and directed City staff to pursue placement of the Covina Senior and Community Center in Covina Park.</td>
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<tr>
<td>February 8, 2016</td>
<td>The Department of Public Works issued RFPs to members of the City of Covina’s On-Call Engineering Services Bench for 1) the Covina Community and Senior Center Geotechnical Soils Investigation at Covina Park and 2) Covina Community and Senior Center Boundary and Topographic Survey at Covina Park. Following the review of the proposals received in the City of Covina City Clerk’s Office by 4:00 p.m. on February 18, 2016, David T. Hamilton &amp; Associates, Inc. was identified as the top rated proposer for the Soils Investigation and Civiltec Engineering, Inc. for the Boundary and Topographic Survey. Neither Agreement was executed due to the subsequent change in site location.</td>
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<td>February 16, 2016</td>
<td>Representatives from GGA updated the City Council on the initial Client Team Meeting held with City staff on January 26, 2016 and reviewed a working draft of the Community Participation Workshop #1 presentation, scheduled for February 22, 2016, from 9:00 a.m. to 11:00 a.m. at the Joslyn Center. During the Study Session, GGA also reviewed and received feedback from the City Council on the following: 1. Draft Project Guiding Principles; 2. The facility program; and 3. Initial site utilization/location studies.</td>
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<td>February 16, 2016</td>
<td>The City Council adopted Resolution No. 16-7463, authorizing the termination of the Forty-First Year CDBG Project 600525-15, Economic Development and approved the new Covina Senior and Community Center Construction Project (Phase I). This action approved $202,309 in funding for the design phase of the project, effective through June 30, 2017.</td>
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<td>Date</td>
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<td>February 22, 2016</td>
<td>The City and GGA hosted Community Workshop #1. Approximately 100 persons attended the workshop. Following the presentation of the items listed above, attendees offered numerous comments, largely focused on the concern of the possible placement of the new facility in Covina Park.</td>
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<tr>
<td>Community Workshop #1</td>
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<td>February 23, 2016</td>
<td>Amy Hall-McGrade, Parks &amp; Recreation Director and department staff engaged users of the Joslyn Center to gain a thorough understanding of their needs and expectations for the Covina Senior and Community Center. Joslyn Center users expressed the desire for windows, fresh air, and access to outside spaces, wide hallways, large restrooms, a design that fosters intergenerational exposure, and possible space for weight equipment and billiards, among other items.</td>
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<tr>
<td>Joslyn Center User</td>
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<tr>
<td>Meeting</td>
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<td>March 1, 2016</td>
<td>City staff and GGA representatives presented an update on the following:</td>
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<td>City Council Study Session</td>
<td>1. Community engagement efforts; 2. Concept of increasing open space in Covina Park, should the facility be placed there, by eliminating/consolidating obsolete uses and moving softball activities to a refurbished Kelby Park; 3. How the City plans to address current parking deficiency and provide sufficient parking to support the new facility, if placed in Covina Park; and 4. Comparative architectural vernaculars consistent with Adams Park neighborhood that could be reflected in the new facility, should it be placed in Covina Park.</td>
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<td>Extensive public comment was received at the March 1, 2016 City Council Study Session. The majority of the input expressed dissatisfaction with the possible placement of the Covina Senior and Community Center in Covina Park and suggested possible alternative sites, including the Covina Woman's Club and other parcels. Public comments of a similar nature were made at the March 1, 2016 City Council Meeting.</td>
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March 21, 2016  Community Workshop #2

Multiple City department directors presented information on project chronology, site location alternatives, project funding, the draft space program for the new facility, and answered questions from the community. The majority of the City's presentation focused on the systematic assessment of eight possible sites for placement of the Covina Senior and Community Center, including (in alphabetical order):

1. Badillo Street/Downtown (135 E. Badillo Street);
2. Brunswick Bowling Alley (1060 W. San Bernardino Avenue);
3. Civic Center/State Building (233 N. Second Avenue);
4. Covina Park (303 S. Fourth Avenue);
5. Covina Woman's Club (128 S. San Jose Avenue);
6. Hollenbeck Park (1250 N. Hollenbeck Avenue);
7. Kelby Park (815 N. Barranca Avenue); and

Uniform criteria used to assess each of the possible site locations, included (in alphabetical order):

1. Adjacent land uses;
2. Economic impacts;
3. Environmental review (CEQA);
4. Location;
5. Lot size;
6. Other site consideration;
7. Parking;
8. Project funding;
9. Property ownership; and
10. Traffic safety.

Approximately 100 residents attended the workshop with many participating in the public comment period. Residents expressed concern with the possible placement of the facility in Covina Park, provided input on the alternative sites presented, and conveyed the need to move the project ahead swiftly regardless of site location.
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<td>April 5, 2016</td>
<td>The City Council received an update on the eight site location alternatives for the Covina Senior and Community Center listed above, each evaluated based on the criteria listed above. Following public input and discussion, the City Council unanimously moved to exclude four site locations from ongoing Covina Senior and Community Center Project consideration:  1.  Badillo Street/Downtown;  2.  Brunswick Bowling Alley;  3.  Covina Park; and  4.  K-Mart.</td>
</tr>
<tr>
<td>City Council Meeting</td>
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<td>April 11, 2016</td>
<td>City staff presented an update and received public comment on the four current site location alternatives, facility requirements, and the draft space plan.</td>
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<td>Date</td>
<td>Action</td>
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<td>September 7, 2016</td>
<td>Interim City Manager submitted $1.9 million in funding requests to Los Angeles County for the Covina Senior and Community Center Project, at the request of Michael D. Antonovich, Los Angeles County Board of Supervisors, Fifth District. The letter requests $1.0 million in new funding plus the reallocation of two previously approved grants in the amount of $900,000, bringing the City of Covina's total funding request to $1.9 million.</td>
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<td>September 14, 2016</td>
<td>Given the limited time available to formally submit the funding request to the Board of Supervisors for final approval prior to the departure of Supervisor Antonovich in November, the Interim City Manager identified Kelby Park as the site location for the Covina Senior and Community Center. The County indicated that a specific site had to be included in the City's funding request. Since the City owns and controls the Kelby Park site, City staff determined the best alternative was to identify Kelby Park as the location for the new center in the City’s application.</td>
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<td>September 20, 2016</td>
<td>City staff presented a comprehensive assessment of four recommended site alternatives, including (in alphabetical order): 1. Covina iTec; 2. Covina Woman’s Club; 3. Inter-Community Hospital partnership; and 4. Kelby Park.</td>
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<td>City staff also outlined potential deal points associated with a partnership with the Covina Woman’s Club and provided updates on the agreement with GGA, available project funding, and financing options. Following the presentation, the City Council and members of the public provided input on the site location alternatives presented by City staff. All parties emphasized the imperativeness of moving this critical project ahead as expeditiously as possible.</td>
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October 4, 2016
City Council Meeting

The City Council directed City staff to pursue the placement of the Covina Senior and Community Center in Kelby Park and at the site of the Covina Woman's Club and adopted Resolution No. 16-7533 authorizing the application for $1.9 million in grant funds from the Los Angeles County Regional Park and Open Space District for Fifth Supervisorial District Competitive Excess Funding for the Covina Senior and Community Center Project.

The City Council also approved and authorized the Interim City Manager to execute on the City Council's behalf, in substantial form, the First Amendment to the Agreement between the City of Covina and GGA to (1) extend the term of the agreement through June 30, 2017, (2) amend the scope of work to (a) reflect the placement of the Covina Senior and Community Center at a location to be designated by the City Council and (b) prepare a General Building and Site Analysis of the Covina Woman's Club, (3) increase the total compensation by $20,000 to a not-to-exceed amount of $120,000, and (4) include provisions required for compliancy with federal law and CDBG requirements, subject to the City Attorney's review and approval as to form.

October 18, 2016
Administrative Action

Los Angeles County Board of Supervisors approved a $1.9 million grant for the Covina Senior and Community Center proposed to be constructed in Kelby Park, including $1.0 million in new funding through the Los Angeles County Regional Park and Open Space District for Fifth Supervisorial District Competitive Excess Funding, plus $900,000 in dollars that were available to Kelby Park through the Fifth Supervisorial District pursuant to the Los Angeles County Safe Neighborhood Parks Proposition of 1996.

October 19, 2016
Administrative Action

Interim City Manager authorized Agreement with Stearns, Conrad and Schmidt, Consulting Engineers Inc. (SCS Engineers) for Preparation of Joslyn Center Lead Paint, Mold, and Asbestos Investigation. Once the results of the lead paint, mold, and asbestos investigation are available, the City will prepare and advertise the Joslyn Center Demolition Project for bid.

December 2, 2016
Administrative Action

SCS Engineers completed a building survey at Joslyn Center, consisting of lead paint, mold, and asbestos investigations. Draft report expected the week of December 19, 2016.
December 20, 2016  
City Council Meeting

The City Council received and filed the Covina Woman’s Club Physical Assessment for Adaptation to Covina Senior and Community Center Report, prepared by GGA and directed staff to proceed with Kelby Park as the final site for the placement of the Covina Senior and Community Center.

The City Council also directed staff to present funding options and next steps to the City Council at the January 17, 2017 City Council meeting.

December 24, 2016  
Administrative Action

SCS Engineers submitted Lead Paint, Mold, and Asbestos Investigation Report to City, providing the necessary information for the City to develop specifications for the demolition of the Joslyn Center and advertise the project for bid.

January 17, 2017  
City Council Meeting

The City Council authorized the City Manager to prepare a Section 108 Loan Program application to the Community Development Commission of Los Angeles in the amount of approximately $2.5 million for approval by the City Council and directed the City Manager to explore the feasibility of an interfund loan from one or more City funds to the General Fund to fund the balance of the project cost, subject to approval of borrowing agreement by the City Council.

The City Council also directed City staff to return to the City Council with additional information regarding a design-build project delivery model for the project instead of utilization of the design-bid-build method, and timing for a master plan of the Kelby Park site.
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated February 7, 2017, ("Effective Date") and is between the City of Covina, a California municipal corporation ("City") and Civiltec Engineering Inc., a California corporation, ("Consultant"). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor for the Preparation of the Covina Senior and Community Center Boundary and Topographic Survey in Kelby Park as set forth in this Agreement.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. Term of Agreement. The term of this Agreement shall be from the Effective Date through June 30, 2017, unless sooner terminated as provided in Section 13 of this Agreement.

2. Compensation.

   A. Compensation. As full compensation for Consultant’s services provided under this Agreement, City shall pay Consultant a sum not to exceed Forty-five Thousand Two Hundred Forty-Seven Dollars ($45,247) (the “maximum compensation”), based on the hourly rates set forth in the Approved Fee Schedule, attached hereto as Exhibit A. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.

   B. Expenses. City shall only reimburse Consultant for those expenses expressly set forth in Exhibit A. In no event shall reimbursable expenses collectively exceed the total sum of One Thousand Two Hundred Fifty Dollars ($1,250).

   C. Additional Services. City shall not allow any claims for additional services performed by Consultant, unless the City Council and the Consultant Representative authorize the additional services in writing prior to Consultant’s performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in Exhibit A, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

3. Consultant’s Services.
A. **Scope of Services.** Consultant shall perform the services described in the Scope of Services, attached as Exhibit B. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. **Party Representatives.** For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Consultant Representative shall be David Song, Project Manager (the “Consultant Representative”). The Consultant Representative shall directly manage Consultant’s services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

C. **Time for Performance.** Consultant shall commence the services on the Effective Date and shall perform all services in conformance with the project timeline, attached hereto as Exhibit C.

D. **Standard of Performance.** Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. **Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

F. **Compliance with Laws.** The Consultant shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

G. **Permits and Licenses.** Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

4. **Method of Payment.**

   A. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Consultant’s fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

   B. **Payment.** City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this

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Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars ($50) in such form as approved by the Finance Director.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this agreement available during Consultant’s regular working hours to City for review and audit by City.

5. Ownership of Documents. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed (“written products”) pursuant to this Agreement shall become the sole property of the City without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, 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. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

6. Independent Contractor.

A. Consultant is, and shall at all times remain as to 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. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. 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, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

7. Confidentiality. All data, documents, discussion, or other information (collectively “data”) developed or received by Consultant or provided for performance of this Agreement are deemed confidential. Consultant shall keep all data confidential and shall not disclose any data to any person or entity without City’s prior written consent. City shall grant such consent if disclosure is legally required. Consultant shall return all data to City upon the expiration or termination of this Agreement. Consultant’s covenant under this Section 7 shall survive the expiration or termination of this Agreement.
8. **Conflicts of Interest.** Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant’s services under this Agreement, including the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative’s prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section 8 into any subcontract that Consultant executes in connection with the performance of this Agreement.

9. **Indemnification.**

A. **Indemnities for Third Party Claims.**

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively “Indemnitees”), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively “Liabilities”), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers’ compensation law regarding Consultant and Consultant’s employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers’ compensation laws. City may offset against the amount of any fees due to Consultant...
under this Agreement any amount due to City from Consultant as a result of Consultant’s failure
to promptly pay to City any reimbursement or indemnification arising under this Subparagraph
A. 2).

3) Consultant shall obtain executed indemnity agreements with provisions
identical to those in this Section 9 from each and every subcontractor or any other person or
entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If
Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and
indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in
law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out
of, pertain to, or relate to the acts or omissions of Consultant’s subcontractor, its officers, agents,
servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants
or employees (or any entity or individual that Consultant’s subcontractor shall bear the legal
liability thereof) in the performance of this Agreement, including the Indemnitees’ active or
passive negligence, except for Liabilities arising from the sole negligence or willful misconduct
of the Indemnitees, as determined by final arbitration or court decision or by the agreement of
the parties.

B. Workers’ Compensation Acts not Limiting. Consultant’s indemnifications and
obligations under this Section 9, or any other provision of this Agreement, shall not be 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, its officers, agents, employees and
volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any
rights that it may possess against Consultant because of the acceptance by City, or the deposit
with City, of any insurance policy or certificate required pursuant to this Agreement. The
indemnities in this Section 9 shall apply regardless of whether or not any insurance policies are
determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against
City.

D. Survival of Terms. Consultant’s indemnifications and obligations under this
Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all
times during the term of this Agreement carry, maintain, and keep in full force and effect,
insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two
Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury and property
damage and a general aggregate limit of Two Million Dollars ($2,000,000) per project or
location. If Consultant is a limited liability company, the commercial general liability coverage
shall be amended so that Consultant and its managers, affiliates, employees, agents and other
persons necessary or incidental to its operation are insureds.
2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars ($2,000,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

3) Workers’ Compensation Insurance as required by the State of California and Employer’s Liability Insurance with a minimum limit of One Million Dollars ($1,000,000) per accident for bodily injury or disease. If Consultant has no employees while performing services under this Agreement, workers’ compensation policy is not required, but Consultant shall provide an executed declaration that it has no employees.

4) Professional Liability Insurance with minimum limits of Two Million Dollars ($2,000,000) per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 10.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

E. Consultant’s Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Consultant and Consultant’s employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City’s option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days’ prior written notice to City.
notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Consultant shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section 10, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 9 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 10.

11. Mutual Cooperation.

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

B. Consultant's Cooperation. In the event any claim or action is brought against the City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

12. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of five years (5) years. Consultant shall, without charge, provide City with access to the records during normal business
hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

13. Termination or Suspension of Agreement.

A. Right to Terminate or Suspend. City may terminate or suspend this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least seven (7) calendar days before the termination or suspension is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City’s termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date 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.

14. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant’s reasonable control and not due to any act by Consultant.

15. Notices. Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Consultant’s and City’s regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:
Attn: Siobhan Foster
Director of Public Works
City of Covina
125 E. College Street
Covina, California 91723

If to Consultant:
David Song
Project Manager
Civiltec Engineering, Inc.
118 West Lime Avenue
Monrovia, CA 91016

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability,
medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. **Prohibition of Assignment and Delegation.** Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City’s prior written consent. City’s consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, “assignment” and “delegation” means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. **No Third Party Beneficiaries Intended.** Except as otherwise provided in Section 9, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. **Waiver.** No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. **Exhibits.** Exhibits A, B, and C constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

21. **Entire Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

22. **Amendment of Agreement.** This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council’s behalf and without the City Council’s prior approval to make the following non-
substantive modifications to the Agreement: (a) name changes; (b) extensions of time; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

23. **Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

24. **Word Usage.** Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

25. **Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

26. **Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Covina.

27. **Attorneys’ Fees.** In any litigation or other proceeding by which on party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys’ fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

28. **Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

29. **Authority to Execute Agreement.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.
City:
City of Covina,
a California municipal corporation

By: ____________________________
   Name: ____________________________
   Title: ____________________________

ATTEST:

By: ____________________________
   Name: Sharon F. Clark
   Title: Chief Deputy City Clerk

APPROVED AS TO FORM:

By: ____________________________
   Name: Candice K. Lee
   Title: City Attorney

Consultant:
Civiltec Engineering, Inc.,
a California Corporation

By: ____________________________
   Name: ____________________________
   Title: ____________________________

By: ____________________________
   Name: ____________________________
   Title: ____________________________

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)
EXHIBIT A
APPROVED FEE SCHEDULE
| PM16012.00 Covina Community & Senior Center Boundary & Topographic Survey |
| City of Covina |
| Time and Fee Estimate |
| Date: 23-Jan-17 |
| **HOURS BY** | PIC | PM | SM | 2MS | SLS | D | PT | Sub | COST |
| **TOTAL** | | | | | | | | | |
| **RANGE (CA 2017)** | $220.00 | $188.00 | $155.80 | $240.80 | $125.00 | $128.00 | $105.00 | Cost |
| Meetings and Management | | | | | | | | | $5,656.00 |
| Kickoff Meeting | 4 | 4 | | | | | | | $1,632.00 |
| Project Management | 8 | | | | | | | | $1,504.00 |
| Mapping and Utility Research | | | | | | | | | 24 | $2,528.00 |
| Boundary and Topographic Survey | | | | | | | | | 60 | 4 | $32,101.60 |
| Boundary and Topographic Survey | | | | | | | | | | | $14,900.00 |
| Topographic Survey Plotting | 4 | 4 | 40 | | | | | | $6,372.00 |
| Boundary - Record of Survey | 24 | 40 | 8 | | | | | | $9,744.00 |
| Title Report | 2 | | | | | | | | $875.00 | $1,065.00 |
| Aerial Photogrammetry | | | | | | | | | $6,240.00 |
| Aerial Mapping Subconsultant - Cooper Aerial | | | | | | | | | $2,150.00 | $2,150.00 |
| Aerial Mapping Ground Control | 16 | 2 | | | | | | | $4,090.00 |
| Reimbursable Expenses | | | | | | | | | | | $1,250.00 |
| HOURS | 4 | 16 | 24 | 76 | 50 | 48 | 26 | | | 244 | $45,247.00 |
# RATE SCHEDULE
EFFECTIVE UNTIL DECEMBER 31, 2017

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Principal Engineer</td>
<td>$240.00</td>
</tr>
<tr>
<td>Principal Engineer</td>
<td>$220.00</td>
</tr>
<tr>
<td>Principal Engineer - Expert Witness Testimony</td>
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<tr>
<td>Senior Engineer</td>
<td>$210.00</td>
</tr>
<tr>
<td>Senior Project Manager</td>
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<tr>
<td>Project Manager</td>
<td>$188.00</td>
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<tr>
<td>Senior Project Engineer</td>
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<tr>
<td>Project Engineer</td>
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</tr>
<tr>
<td>Senior Designer</td>
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<tr>
<td>Staff Engineer</td>
<td>$147.00</td>
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<tr>
<td>Designer</td>
<td>$128.00</td>
</tr>
<tr>
<td>Designer/Drafter</td>
<td>$120.00</td>
</tr>
<tr>
<td>Planning Technician</td>
<td>$105.00</td>
</tr>
<tr>
<td>Resident Engineer/Observer</td>
<td>$105.00</td>
</tr>
<tr>
<td>CAD Technician</td>
<td>$100.00</td>
</tr>
<tr>
<td>Junior Engineer</td>
<td>$80.00</td>
</tr>
<tr>
<td>Administrative Assistant/Clerical</td>
<td>$80.00</td>
</tr>
<tr>
<td>Two Man Survey Party</td>
<td>$240.00</td>
</tr>
<tr>
<td>Survey Manager</td>
<td>$155.00</td>
</tr>
<tr>
<td>Staff Land Surveyor</td>
<td>$125.00</td>
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<tr>
<td>Subcontracted Services</td>
<td>Cost plus 15%</td>
</tr>
<tr>
<td>Mileage</td>
<td>$0.575/mile</td>
</tr>
</tbody>
</table>

**NOTE:** All rates are effective until December 31, 2017. Any increases in rates after that date will be limited to 8% maximum.
Scope of Services

The Scope of Services is comprised of the following tasks:

Task 1 – Kick-Off Meeting

The Consultant shall attend a project kick-off Meeting with City staff to discuss project parameters, scheduling constraints, and other relevant information regarding services required by this Request for Proposals. An overall project schedule shall be reviewed, revised and updated by the Consultant.

Task 2 – Boundary and Topographic Survey

The survey shall be prepared at a scale of 1”=20’ and shall include, but not be limited to, the following requirements:

a. Locate all property lines and right-of-way lines within survey limits including all adjacent property lines abutting the park boundary and identification of adjacent Assessor’s Parcel Numbers.
b. Locate all existing easements, if any, within the park site.
c. Locate existing utilities including pipe sizes, materials, inverts, rim elevations and valve boxes.
d. Locate existing storm drain facilities.
e. Locate all buildings and structures.
f. Provide spot elevations at:
   1. Corners and entrances to buildings.
   2. All site features.
   3. All edges and corners of hardscape.
   4. Top and bottom of walls and steps.
   5. Top and bottom of curb, curb and gutter.
   6. Flowline of v-gutters.
   7. Trees 6” and over in caliper.

Task 3 – Aerial Photogrammetry

The Consultant shall provide an aerial photogrammetric survey of the park site with contours at one-foot intervals, showing all building, site improvements, and hardscape.
**Deliverables**

The timeframe for completion of the awarded contract, if any, is within 30 calendar days from the date of the issuance of the Notice to Proceed.

The Consultant shall provide to the City the following products as part of this project:

A. Digital copy of Boundary and Topographic Survey in ACAD version 2010 or higher.

B. Five (5) bond copies and one (1) Mylar copy of the Boundary and Topographic Survey.

All project files and correspondence relating to this project shall be given to the City at the completion of the contract. This includes all working and field data, background information and other information used in creating the Deliverables requested.
Request for Proposals (RFP) for
Covina Community & Senior Center Boundary and Topographic Survey

The City of Covina ("City") is requesting proposals from qualified consultants on the Pre-Qualified On-Call Engineering Services Bench to prepare a Boundary and Topographic Survey for the Covina Community & Senior Center Project.

1. Introduction

The City is seeking qualified professional engineering and/or surveying firms ("Consultant") to provide professional surveying services for the preparation of a boundary and topographic survey for the Covina Community & Senior Center Project at Covina Park. The area of the survey will be the entire Covina Park site including a minimum of 50 feet beyond the park boundary. Covina Park is located at 301 N. Fourth Avenue.

2. Proposal Requirements

Each proposal submitted in response to this RFP shall be submitted in a sealed envelope, as follows:

A. An envelope clearly labeled with the firm's name, address, telephone number and e-mail address. The envelope shall be clearly identified as "Technical Proposal – Covina Community & Senior Center Boundary and Topographic Survey at Covina Park." The Technical Proposal shall be limited to ten (10), single-spaced, single-sided pages plus a cover letter (maximum two pages.) The Proposal shall be submitted in sufficient detail to allow a thorough evaluation and comparative analysis. The Technical Proposal should include, as a minimum, the following information in addition to the areas outlined within Section 3, "Scope of Services:"

i. Work Plan: A statement of your understanding of the project; and detailed description of your approach to implement all of the items listed under Section 3, "Scope of Services."
ii. **Organizational Chart:** A chart identifying the key personnel assigned to this project, including the name of the project manager and individual authorized to negotiate the contract in behalf of the consulting firm, including the work load of the project manager and key team members and their availability to complete the tasks outlined under Section 3, "Scope of Services."

iii. **Schedule and Deadlines:** A comprehensive schedule for the completion of the tasks as outlined under Section 3, "Scope of Services," to reflect the time frame or period for each; and a total time for completion.

iv. **Firm Qualifications:** Identify a minimum of three (3) projects completed for other agencies within the past five (5) years.

v. **References:** Provide three (3) references for similar assignments for other agencies.

vi. **Objections to Professional Services Agreement**

vii. **Cost Proposal:** A comprehensive cost proposal shall provide a summation of fees for each task described under Section 3, "Scope of Services."

viii. **Schedule of Work:** The proposed Cost Proposal shall be presented within a schedule of work items on a task-by-task basis with the following detail:

   a. Time estimates for principals, staff, sub-consultants, etc. with hourly billing rates.
   b. Cost for materials and incidental services, including travel expenses, copying, printing and plotting.
   c. Total fee per task breakdown.
   d. The fee proposal shall be an amount "Not to Exceed."

ix. **Hourly Rate Schedule:** A statement of hourly rates for all proposed classifications, including rates for sub-consultants, if any, as well as any proposed percentage mark-up for reimbursable expenses.
3. **Scope of Services**

The Scope of Services is comprised of the following tasks:

**Task 1 – Kick-Off Meeting**

The Consultant shall attend a project kick-off Meeting with City staff to discuss project parameters, scheduling constraints, and other relevant information regarding services required by this Request for Proposals. An overall project schedule shall be reviewed, revised and updated by the Consultant.

**Task 2 – Boundary and Topographic Survey**

The survey shall be prepared at a scale of 1"=20' and shall include, but not be limited to, the following requirements:

- a. Locate all property lines and right-of-way lines within survey limits including all adjacent property lines abutting the park boundary and identification of adjacent Assessor’s Parcel Numbers.
- b. Locate all existing easements, if any, within the park site.
- c. Locate existing utilities including pipe sizes, materials, inverts, rim elevations and valve boxes.
- d. Locate existing storm drain facilities.
- e. Locate all buildings and structures.
- f. Provide spot elevations at:
  1. Corners and entrances to buildings.
  2. All site features.
  3. All edges and corners of hardscape.
  4. Top and bottom of walls and steps.
  5. Top and bottom of curb, curb and gutter.
  6. Flowline of v-gutters.
  7. Trees 6" and over in caliper.

**Task 3 – Aerial Photogrammetry**

The Consultant shall provide an aerial photogrammetric survey of the park site with contours at one-foot intervals, showing all building, site improvements, and hardscape.

4. **Deliverables**

The timeframe for completion of the awarded contract, if any, is within 30 calendar days from the date of the issuance of the Notice to Proceed.
The Consultant shall provide to the City the following products as part of this project:

A. Digital copy of Boundary and Topographic Survey in ACAD version 2010 or higher.

B. Five (5) bond copies and one (1) Mylar copy of the Boundary and Topographic Survey.

All project files and correspondence relating to this project shall be given to the City at the completion of the contract. This includes all working and field data, background information and other information used in creating the Deliverables requested.

5. Proposal Submission

Proposal packages (technical and cost proposal) are to be submitted to the City on/before 4:00 p.m. on Thursday, February 18, 2016 to the following address:

Siobhan Foster, Director of Public Works
City of Covina
c/o City of Covina City Clerk’s Office
125 E. College Street
Covina, CA 91723

Proposals are to be submitted inside an envelope marked on the outside with "Proposal – Covina Community & Senior Center Boundary and Topographic Survey."

Proposals received after the stated deadline will not be accepted. The time of delivery shall be definitively determined by the time-stamping clock located in the City of Covina City Clerk’s Office, 125 E. College Avenue, Covina, CA 91723. It is the Proposer's sole responsibility to see that its proposal is received in proper time, and proposers assume all risks arising out of the means of delivery. Any proposal received after the deadline will be returned to the proposer unopened.

6. Inquiries and Addenda

For inquiries regarding this RFP, please contact David Gilbertson, City Engineer via electronic mail at dgilbertson@covinaca.gov. Proposers must e-mail inquiries on/before 4:00 p.m. on Tuesday, February 16, 2016. Inquiries received after that date will be disregarded. The City will issue any revisions to this RFP as addenda. The City will distribute addenda to all potential proposers. Proposers are responsible for receipt of all addenda. To this end, each proposer should contact the City to verify that he or she has received all addenda issued, if any. The City’s issuance of a written addendum is the
only official method whereby the City will interpret, clarify or provide additional information concerning this RFP.

7. **Anticipated Schedule**

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>Monday, February 8, 2016</td>
</tr>
<tr>
<td>Deadline for Clarifications/Inquiries</td>
<td>Tuesday, February 16, 2016, 4:00 p.m.</td>
</tr>
<tr>
<td>Deadline for Proposals</td>
<td>Thursday, February 18, 2016, 4:00 p.m.</td>
</tr>
<tr>
<td>Award of Contract</td>
<td>Friday, February 19, 2016</td>
</tr>
<tr>
<td>Executed Contract (3 original copies) and Insurance Due to City</td>
<td>Tuesday, February 23, 2016, noon</td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>Tuesday, March 1, 2016</td>
</tr>
<tr>
<td>Submittal of Final Document</td>
<td>Thursday, March 31, 2016, 4:00 p.m.</td>
</tr>
</tbody>
</table>

8. **Evaluation Procedure**

City staff, selected by the City Manager, or her designee, will evaluate each proposal for completeness and content. Each proposal will be evaluated based on the following criteria:

A. **Cost Proposal (30 points).** Value of firm’s proposal relative to the submitted project understanding/project approach.

B. **Project Schedule (30 points).** Thoroughness of the project schedule; ability to complete the project within the selected timeframe.

C. **Project Understanding/Project Approach (40 points).** The firm’s proposal adequately demonstrates an understanding of the project. This understanding can be demonstrated in various manners, including but not limited to the firm’s experience with similar types of projects/services, specific experience of key team staff, references and satisfaction of previous clients, and identification of critical issues to the project and methods to address those issues to ensure timely and on budget completion of the project.

The City will identify the firm that best meets the needs of the City and enter contract negotiations with that highest ranked firm. Should the City fail to reach agreement with the top ranked firm, the City may enter negotiations with the next highest rated firm and so on. City Staff will make a recommendation to the City Council for the award of the Professional Services Agreement to the firm that best furthers the City’s objectives.
The successful consultant will be expected to enter into the attached Professional Services Agreement (Exhibit A) at a minimum of seven (7) calendar days (by noon on Tuesday, February 23, 2016) prior to the date the Notice to Proceed is scheduled to be issued (Tuesday, March 1, 2016). Additionally, the successful consultant shall also secure all insurance required under the Professional Services Agreement, and provide copies to the City, at a minimum of seven (7) calendar days (by noon on Tuesday, February 23, 2016) prior to the date the Notice to Proceed is scheduled to be issued (Tuesday, March 1, 2016). Any consultant with objections to terms contained in the City’s Professional Services Agreement must advise the City of such objections and requested modifications as part of its Technical Proposal. Failure of a proposer to accept the terms of the City’s Professional Services Agreement may result in the rejection of the proposal. It shall be the responsibility of the prospective consultants to review all sections and exhibits of the Professional Services Agreement, including insurance requirements. If no objections are received, the City will assume the proposer is able to and will enter into the Professional Services Agreement and fulfill the terms and requirements set therein. The City may recover any damages accruing to the City as a result of the successful consultant’s failure or refusal to execute the City’s Professional Services Agreement.

9. Acceptance or Rejection of Proposal

The City reserves the right to accept or reject any and all proposals. The City also reserves the right to waive any informality or irregularity in any proposal or in the bidding deemed to be in its best interest. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City reserves the right to negotiate project deliverables and associated costs.

Exhibits:
A. City of Covina Professional Services Agreement