



**REQUEST FOR PROPOSALS  
FOR PREPARATION OF  
CITY OF COMMERCE  
Transit Oriented Development (TOD) and Displacement Avoidance Plan  
January 18, 2024**

The City of Commerce is soliciting Proposals from a qualified professional firm or consultant to develop a comprehensive Commerce Transit Oriented Development (TOD) and Displacement Avoidance Plan that culminates in the development of a clear roadmap for the City to establish goals and priorities for the next twenty (20) years. The Transit Oriented Development (TOD) and Displacement Plan will be used by the City to help ensure that current residents and small businesses are not displaced as a result of the area's development.

The California Air Resources Board (CARB), through the California Climate Investments Program awarded the City of Commerce to develop a Transit Oriented Development (TOD) and Displacement Avoidance Plan. Due to grant funding limitations, the City has a not-to exceed budget of \$175,000 for the development of this Plan.

This solicitation identifies the Areas of Interest/Scope of Work, Timeline/Schedule, Proposal Submission Requirements, Summary Evaluation Process, and Terms and Conditions the City will use to select, and recommend a contract be awarded to a Consultant to provide the services identified herein for the benefit of the City and the community it serves.

The City is interested in discovering all of the Consultant's capabilities related to the specified Areas of Interest/Scope of Work and associated pricing to enable informed decisions and potentially proceed to more specific negotiations on contract development with a qualified Consultant to this solicitation.

This solicitation is for proposals only and is neither intended nor to be construed as an offer to enter into a contract or engage in any formal rule competitive bidding or negotiation pursuant to any statute, ordinance, or regulation. The City reserves the right to cancel this solicitation at any time, reject any and all proposals, and to waive irregularities.

This Request for Proposal (RFP) is published on PlanetBids. Interested consultants shall register as RFP holders on PlanetBids, City of Commerce Vendor Portal, which can be accessed by the following link: <https://www.planetbids.com/portal/portal.cfm?CompanyID=32906>

Responses to this solicitation are due to be submitted electronically on or before February 12, 2024, by 5:00 p.m.

Project-specific questions must be submitted through PlanetBids on February 01, 2024 by 12:00 p.m. All questions will be answered on PlanetBids.

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## I. PURPOSE

The City of Commerce is seeking a qualified professional firm or consultant to develop a comprehensive Transit Oriented Development (TOD) and Displacement Avoidance Plan (“Plan”) that culminates in the development of a clear roadmap for the City to establish goals and priorities for the next twenty (20) years. The Plan for the future Citadel Station will create a transit-oriented area that will ensure that current residents and small businesses are not displaced as a result of the area’s development. Metro currently has plans to develop first and last mile plans for each of the new stations that will be a part of the Eastside Transit Corridor Phase 2.

The City of Commerce Economic Development and Planning Department is collaborating with Metro in order to provide a holistic and comprehensive plan for the project area. Although the plan's TOD component will be specific to the Citadel area, the displacement avoidance component will provide regulation and policy that will benefit all renters, homeowners, and small business owners within the city.

## II. BACKGROUND

This contract is funded by the California Air Resources Board’s Sustainable Transportation Equity Project (STEP). STEP is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities.

The City of Commerce is in partnership with Climate Resolve to coordinate and facilitate Commerce’s STEP Implementation Advisory Committee (Advisory Committee). With the Advisory Committee, educate community residents and businesses about state and local climate funding opportunities, and collect and share lessons learned from the implementation of STEP projects.

The City of Commerce has approximately 13,500 residents, yet approximately 56,400 employees commute into the City of Commerce from elsewhere in the region, primarily from neighboring cities on weekdays. Additionally, approximately 4,500 (83%) of City of Commerce residents commute outside of the city for work, mostly to Downtown Los Angeles, Vernon, and Montebello. The City has a direct jobs/housing imbalance. Both, residents and employees in Commerce need affordable housing and equitable transportation options within the City to help reduce negative impacts on air quality. The TOD and Displacement Avoidance Plan will center the needs of employees and residents to focus on accessibility to key destinations, housing, and transit, around the future Metro light rail station and its servicing bus routes (many bus routes end at the Citadel station).

The City of Commerce includes approximately 6.54 square miles of land consisting of various uses. With a vibrant yet intimate downtown core, a wide range of large and small businesses, prime residential neighborhoods, quality schools, and sought-after services and amenities, the City is continuously looking to improve its facilities and infrastructure for its residents, providing them with a high-caliber lifestyle. A snapshot of the City’s demographics include:

- 94% Hispanic
- 3.57 People per household
- \$22,039 per capita income
- 14.8% in poverty

### III. SCOPE OF WORK

The Consultant will provide services to the City that will reflect a Plan that assesses current conditions and determines current and projected community needs. The following describes specific components which should be included in the Scope of Work. Consultant is expected to provide suggestions other than those listed in the Scope of Work which they believe would be of value to producing a Plan that reflects the unique nature of the City of Commerce. Suggestions which require Consultant to provide a service that may cause a cost increase are to be shown as “Additional Services”.

The Plan would be developed in alignment with the future First / Last Mile study for the Metro Citadel station and will make suggestions to directly decrease GHG emissions by providing ways to increase walkability and bike friendly corridors along residential and commercial areas. The goal of the Plan is to avoid displacement in disadvantaged communities by developing a plan that will help members of the community understand the impact of climate change and increase knowledge about climate resilient solutions, such providing zero-emission transportation to residents who are dependent on public transportation for their daily needs.

The Plan will establish policy, and guidelines for the Citadel commercial and Metro station area. The planned development of this project area will take into account public and alternative transportation for City residents, many of whom consider the Citadel a key destination. This benefit will extend to the City's workforce, which is 4.5 times greater than the resident population.

In summary, the Plan should:

1. Evaluate existing conditions of the area;
2. Evaluate existing transit;
3. Evaluate connections, accessibility to the City's residential areas and key destinations;
4. Conduct community outreach and engagement;
5. Provide Recommendations;
6. Develop the Plan

#### TASK I. Project Coordination

The consultant will meet with the City for at least three (3) meetings over the course of the development of the Plan. At the City's discretion, these meetings may be conducted as a conference call or in person. Project team meetings/phone calls will be held with the consultant to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. The consultant will provide monthly written or verbal progress reports to the City.

**Expected Outcome/Product:** Meeting Notes, Action Items, and Monthly Progress Reports

#### TASK II. Research and Analysis of Existing Conditions

Consultant will identify and collect available data relevant to the plan area including economic and demographic information, existing health surveys and assessments, bike/walk audits, food access assessments, etc., data to include at minimum:

- Census-based socio-economic and transportation data (such as car ownership,

income level, journey-to-work data, etc.)

- Public transportation routes/stops
- Accessibility to and from parking lots
- Average safe route distances leading to/from residences and/or nearby schools.
- Connectivity to mass transportation.

**Expected Outcome/Product:** Develop a map in Adobe Acrobat portable document (.pdf) and GIS formats that shows where connectivity exists, and connectivity is lacking. Map must be high resolution, in color, and in black and white version. The walkability analysis shall include a half-mile radius of a neighborhood park and a one-mile radius of the Project location (seen in Appendix).

### TASK III. Community Outreach

In order to properly assess the Project location as they relate to the community's current and future needs, public outreach and input will be a vital component to the development of the Plan. From input to implementation, community feedback and engagement is extremely critical to the development and execution of the Plan.

City Staff along with Partner, Climate Resolve will host (2) two public meetings/workshops (with Spanish translation services) to obtain input from residents and include them in the decision-making process, ensuring that the Plan's findings and recommendations are true to the community's needs. As such, Consultant shall:

- Coordinate with Climate Resolve to develop parameters and provide guidance for the City to follow in efforts to conduct a community and group meetings as well as other forms of outreach.
- Attend two (2) workshops or listening sessions for the engagement process of the Transit-Oriented Development and Displacement Avoidance Plan.
- Consultant will also be expected to provide their own display materials such as posters, diagrams, or images.

**Expected Outcome/Product:** Coordinate with Climate Resolve, attend two (2) public meetings/workshops, and provide any agendas, handouts, graphics, maps, and PowerPoint presentations that may be used for meetings.

### TASK IV. Recommendations

Consultant shall prepare recommendations for the Plan and prioritize each recommendation based on the inventory, demographic projections, and community needs assessments and analyses. Such recommendations must, at a minimum, include those listed below.

#### 1) Amenities

Provide recommendations for amenities that will increase use of the Citadel Station and improve public safety.

#### 2) Connectivity and Accessibility

Provide recommendations for connectivity and accessibility from the Citadel Station to surrounding neighborhoods, and other key destinations.

### **3) Compliance with General Plan and California Environmental Quality Act (CEQA)**

Consultant will be required to ensure that the Plan complies with the City's General Plan. Consultant shall be required to complete all CEQA-related requirements for necessary environmental review and clearance prior to the final review by the City.

#### **TASK V. Final Comprehensive Plan**

Consultant shall finalize a draft the Plan document and present the draft document once to each of the following for further review and edits:

- Planning Commission
- City Council

The Plan will include the aforementioned evaluations, analyses, findings and recommendations, etc. of all elements necessary to develop and meet improvements and activities starting at year 1 to year 20. Based on the recommended revisions, Consultant will provide a final Plan. An Executive Summary should be included that outlines the process taken to create the report as well as summarizing the research and findings. A prioritized list of goals should be included here.

#### **TASK VI. Deliverables**

The Consultant shall prepare and submit the Plan documents in the following manner:

1. Ten (10) copies of the Draft Transit Oriented Development (TOD) and Displacement Avoidance Plan for review and edit by the Planning Commission and other departments and entities determined by the City.
2. A minimum of Ten (10) copies of the Final Transit Oriented Development (TOD) and Displacement Avoidance Plan adopted by City Council, Planning Commission, and other departments and entities determined by the City.
3. All materials to be provided in a Microsoft Office format as well as Adobe Acrobat portable document format (.pdf) with integrated graphics.
4. All maps to be provided as Adobe Acrobat portable document format (.pdf) with integrated graphics as well as in the native GIS format (if applicable).
5. All project documents, including meeting notices, meeting minutes, etc. shall be provided in Adobe Acrobat portable document format (.pdf) and made part of the Draft and Final Transit Oriented Development and Anti Displacement Plan
6. All documents shall be compiled so that they can be printed in color and black and white.

## IV. PROPOSAL REQUIREMENTS

### A. Proposal Schedule

Proposals shall be submitted electronically by February 12, 2024, 5:00 p.m. via PlanetBids:

All inquiries regarding this request must be submitted to PlanetBids. Questions will be accepted as specified on the RFP Schedule. City will post responses to questions by the deadline as specified on the RFP Schedule.

### B. Specifications for Proposal

In order to be considered as a qualifying proposal, the following information is required:

- Describe in detail your organization's experience and work history in leading and managing major master planning efforts relevant to the Scope of Work presented in this Request for Proposal. Describe your organization's approach and suggested methodologies for each of the components outlined in the Scope of Work. The consultant will be required to provide all necessary project management to oversee and coordinate this planning effort to conclusion in a timely manner.
- Identify the team leader who will provide lead management of the Planning effort, as well as team members and other firms or consultants that you will be retaining along with their qualifications.
- Describe the form and character of the final product or report to be developed. Include your suggestions for incorporation of multi-media and/or computer or web-based communications, products or processes.
- Prepare a general work plan and schedule depicting time/hours to be expended, staff and tasks in order to demonstrate ability to complete the Scope of Work in a realistic time frame.
- Provide a detailed statement explaining any additional information, resource or work element, not listed in this Request, that, in the consultant's opinion, would provide a better work product if that inclusion of the recommended addition will enhance the Plan and create a more valuable tool for the City's future planning needs, if any.
- Provide a detailed proposed schedule which allows for timely completion of the Plan, which is to be completed within 10 months from the date of Notice to Proceed, or as agreed to in the final Professional Services Agreement.
- Include a list of two (2) examples of respondent's experience specifically related to the Scope of Work, as performed for other public agencies within the last five (5) years. Examples shall be listed with the most recent one first along with a brief description of work performed and the awarding and completion dates noted for each. For each listing, include the names(s) and telephone number(s) of the respondent's project manager and the client's project manager. When listing prime and subcontractors, provide examples in the same manner described herein.
- Fee shall be submitted as a separate file electronically. Fee shall be provided in detail in a format to allow the City to analyze and evaluate applicable costs. Detailed breakdown shall include tasks, staff classifications, hours and fees. Consultant shall



submit a not to exceed lump sum fee. Consultant shall also provide its Schedule of Standard Hourly Fee Rates.

### C. Proposal Format

Proposals must include the information requested and comply with the requirements outlined in this Request for Proposals. Proposals should, at minimum, address the preliminary Scope of Work and be formatted to include the following sections.

1. SCOPE: Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:
  - An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders, (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
  - Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the “Scope of Work” section.
  - Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
  - Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
  - Detailed description of Scope of Work performed in-house, followed by list of sub-consultants to perform work.
2. Project Understanding and Approach
  - Understanding of the project.
  - Approach to the project including steps to ensure ultimate compliance with objectives of the work, quality, and accuracy.
3. Key Personnel
  - Qualification of personnel assigned to this project.
  - Responsibilities of each member to be assigned.
  - Amount of each individual's time to be allocated.
  - Locations where the work will be performed.
  - Identification of the primary representative and an alternate to perform the services described in the Scope of Work. Each shall be identified in the proposal. The consultant's representatives shall remain in responsible charge of all duties from contract negotiations through project completion. If the primary



representative is unable to continue with the project, then the alternate representative shall become the primary representative upon the City's approval.

- Identification of the project team, including organizational chart and resumes of each team member. Specific responsibilities of each team member, including sub consultants, along with their anticipated total effort in the project, shall be detailed in a matrix of total hours of work for each task versus each job classification on the project.

#### 4. Project Management System

- Components of the project management system that demonstrate capability in management of projects of this scope. Include a sample monthly report.
- Procedure for monitoring progress and providing cost control.
- Steps to maintain the project on schedule.

#### 5. Budget/Schedule

- Include a not-to-exceed fee for all work to be completed. The fee summary should also include a cost and man-hour breakdown consistent with the requirements of the preliminary Scope of Work.
- The City of Commerce reserves the right to award a contract for all or some of the tasks specified in the preliminary Scope of Work and has therefore requested that all proposals include at minimum a breakdown of costs on a task-by-task basis. Include a project schedule that accounts for all tasks. Fee shall be submitted as a separate file electronically. Consultant shall also provide its Schedule of Standard Hourly Fee Rates.

### **D. Required Information**

Proposals must include the minimum information as outlined below.

1. Legal name of firm, address, and telephone number.
2. Firm's Tax Identification Number
3. Year firm was established as currently being operated.
4. Identification of the Project Manager assigned to this project.
5. Name, address, email address, and telephone number of the person to whom correspondence should be directed.
6. List of subconsultants, if any, who will be part of the project team including their specific areas of responsibility.
7. General description of the structure of your organization (i.e., whether an individual, partnership, corporation, joint venture, etc.).
8. List of contracts with the City of Commerce (if any) during the last five years.

9. General information concerning your firm's ability to perform work of this nature.
10. Firm's current rate schedule with effective dates. The proposed fee shall be submitted as a separate file electronically.

#### Estimate of Consultant Fee

The proposal shall include a full description of all fees proposed by the Consultant for

performing all the services to be provided as outlined in the Scope of Work. Compensation will be based on successful completion of the deliverables and the fee schedule must reflect costs to complete each component.

The estimated Consultant fee may not be a factor in the Agency's process of evaluating proposals and ranking the consulting firms. Selection of Consultant(s) shall be on the basis of demonstrated competence and qualifications to render the services at fair prices. The proposed fee shall be submitted as a separate file electronically.

### **V. GENERAL REQUIREMENTS**

#### **A. Consultant Minimum Qualifications**

1. The firm, and any subconsultants, must be legally qualified to practice the work requested in the State of California.
2. Previous professional work demonstrated capabilities and experience of the project team, and Project Manager on similar projects, must be documented and will be a heavily weighted factor in the selection process.
3. The Consultant's commitment of staff to the project will also be a heavily weighted factor in the selection process. Only staff who will, in fact, commit a substantial percentage of their time to the work should be set forth in any organization charts, resumes, or interviews. A Project Manager is to be designated by name and may not be changed without prior written approval by the City of Commerce. Significant deviations from proposed staff may result in a reduction of the Consultant's fee or termination of the contract. Additionally, the City of Commerce reserves the right to have the Consultant remove and replace the Project Manager or any project staff member or subconsultant from the project for cause.

#### **B. Quality of Work**

The Consultant agrees to deliver quality products and services that meet or exceed generally accepted industry standards (or best practices) and those, which have been expressly stated herein as requirements. Products, which fail to meet these standards, will not be accepted. The Consultant will be wholly responsible for correcting any deficiency at no additional cost to City. The Consultant's proposal shall include a detailed description of quality assurance procedures that are to be used on the project.

#### **C. Insurance**

- A. Without limiting Consultant's indemnification of Indemnities pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

- I. Consultant shall maintain Commercial General Liability Insurance with coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01 in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
  - II. Consultant shall maintain Business Auto Coverage on ISO Business Auto Coverage Form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
  - III. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
  - IV. Consultant shall maintain Professional Liability or Errors and Omissions Insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
- B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.
  - C. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
  - D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to CITY via certified mail, return receipt requested, addressed to "Director of Human Resources & Risk Management," City of Commerce, 2535 Commerce Way, Commerce, California, 90040. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.
  - E. Consultant shall submit to City (I) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (II) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

- F. Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost. City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant's and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

#### **D. Indemnification**

Consultant shall defend (with counsel acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, errors, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials' officers, employees, and agents or volunteers.

#### **E. Exceptions/Modifications**

No oral or telephonic modifications of any Proposal, once submitted, will be considered. However, later versions of a complete Proposal may be substituted for the original submission as long as the substitution is completed prior to the original deadline for submission of the Proposal.

- a. The Proposal submitted must not contain any erasures or other corrections.
- b. Any firm may withdraw its Proposal either personally, or by written request either by mail or facsimile at any time prior to the scheduled closing time for the receipt of the Proposal. If no written request is received prior to the closing time for the qualifications, the Proposal shall be considered valid.
- c. The successful firm shall be required to execute the agreement in substantially the same form as that attached hereto and incorporated herein. The successful firm(s) shall be bound by the terms and conditions of the attached standard Professional Services Agreement, including but not limited to, the indemnification provision.

## **F. Non-disclosure of Information**

Any consultant hired to perform work under this project, shall take reasonable and prudent measures to safeguard all information used in the development of the work products and all draft and final work products including the information in this RFP. The consultant shall not disclose this information to any party or use the project data or information on any other project, without the express consent of the City of Commerce or as required by Federal law. The Consultant shall ensure that the same is required of any subconsultants working under the Consultant.

## **G. Payment**

The consultant will be paid on a not-to-exceed amount based on the contract amount.

## **H. Schedule**

The solicitation, submittal intake, evaluation, and final decision selection will substantially conform to the following schedule.

Advertise RFP: January 18, 2024

Bid Submittal Deadline: February 12, 2024, at 5:00 PM

Award: February 27, 2024

This Project is funded through the Sustainable Transportation Equity Project (STEP). The Consultant is expected to complete all tasks within the Scope of Services within 10 months from the date of Notice to Proceed, or as agreed to in the final Professional Services Agreement.

## **I. Miscellaneous**

1. All plans, digital files, programs and files, and other documents prepared by the Consultant on behalf of the City of Commerce shall become the sole property of the City of Commerce.
2. Correspondence, reports, invoices, and other written documents shall be in Arial font, minimum 12 point.
3. Digital files in Microsoft Word shall be submitted with all reports. All maps must be in Adobe Acrobat portable document format (.pdf) and ArcGIS file formats (if ArcGIS software is used to develop such maps). Maps must be high resolution, in color, and in black and white version.

## **J. Contents and Order of the Proposal**

The content shall not exceed 40 pages and sequence of the information contained in the proposal shall be as follows:

1. Cover Letter - maximum 1 page (required but not scored).
2. Table of Contents - maximum 1 page.
3. Firm management and organization, processes and resources, and supplemental information.

Note: Double sided pages count as two pages. Tab pages without text will not count as a page.

## **VI. METHOD OF CONSULTANT SELECTION**

The City intends, through this RFP process, at its sole discretion, to review and evaluate all proposals submitted.

The process to be used by the City in selecting the firm to perform the services as outlined in this RFP will be as follows:

- a) Evaluation Committee – The City will appoint an Evaluation Committee to review and evaluate proposals submitted by the firms. The Evaluation Committee will determine a list of firms to be considered.
- b) Interviews – The City may invite those firms recommended by the Evaluation Committee to a presentation and interview session.
- c) Ranking – The Evaluation Committee based on the criterion outlined in the “Evaluation Process” of this RFP shall determine and identify those firms that are qualified to perform the services and shall rank such firms based on their demonstrated competence and professional qualifications deemed necessary for the satisfactory performance of the Scope of Work.
- d) Review of Proposed Fee – The proposed fee shall be submitted as a separate file electronically.
- e) Contract Negotiations – Negotiations shall be undertaken with the firm ranked most qualified in an attempt to secure the services at a cost equivalent to the lowest cost offered to the city by the qualified firms. If the firm ranked is unwilling to provide the services at a cost equivalent to such lowest cost: 1) such firm may nevertheless be awarded a contract, provided the city manager or city council, as appropriate, determines that the proposed fee for providing services is reasonable and appropriate; or 2) negotiations with the most qualified firm may be terminated and the City may undertake similar negotiations with the other qualified firms in order of rank.
- f) The proposal signed by the successful firm along with documentation included in the proposal as required by this RFP and other additional materials submitted by the firm and accepted by the City shall be the basis for negotiation of a contract addressing the requirements of this RFP. The resulting contract will be approved by the City Council.

## **VII. EVALUATION PROCESS**

All proposals will be evaluated to determine which firm will be able to meet the needs of the City. Evaluation will be in accordance with the referenced criteria. Specific weighing may be used. Criterion is not listed in order of relative importance.

1. *Project Understanding* – Comprehension of the Scope of Work included in the RFP, awareness of the City’s needs, identification of the work elements, sequence of operations, project objectives, completeness in responding to the RFP.

2. *Project Team* – Qualifications, technical backgrounds and experience of all key personnel to be assigned to this project.
3. *Experience* – Relevant experience and projects completed demonstrating the ability and capacity to perform the work identified in the RFP. Experience with government projects and familiarity with public contract bidding requirements are very desirable.
4. *Budget and Schedules* – Ability to deliver work based on the anticipated schedule for this project. Techniques used for controlling costs and attaining project objectives within time and budget constraints. Firm's record of success in delivering similar to that identified in this RFP, on schedule, within budget.
5. *Project Approach* – Originality and soundness of firm's approach to the project, including unique, innovative, and cost saving work methods.
6. *Capabilities* – Staff and facilities available, location of offices, current workload, commitment of staff to the project and technology applications.
7. *Local Sensitivity* – Familiarity with local governmental and regulatory agencies and knowledge of the project site.
8. *Client References* – Past clients, repeat business, stature in the industry, awards earned, etc.
9. *Full Service* – Qualification, background and experience of subconsultants, contractors, etc. (if any) to be utilized. Ability to fully coordinate the activities of the firm with the subconsultants and contractors (if any).

## **VIII. RIGHT TO REJECT ALL PROPOSALS**

The City of Commerce reserves the right to reject any or all submitted proposals, and no representation is made that any contract will be awarded pursuant to the Request for Proposal. The City of Commerce also reserves the right to award a contract for all or some of the tasks specified in the preliminary Scope of Work and has therefore requested that all proposals include a breakdown of costs on a task-by-task basis at a minimum. All costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the respondent. The City of Commerce will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation that may be incurred by the respondent. All proposals submitted to the City of Commerce shall become the property of the City of Commerce.

## **IX. NEGOTIATION OF CONTRACT**

After selection of a firm based on its proposal and qualifications an agreement will be negotiated for the extent of services to be rendered. The City's standard Professional Services Agreement for Consulting Services is attached, and the information provided by the selected firm's proposal will serve as the basis for negotiation. If agreement is not reached, negotiations will be terminated. Negotiations may then be undertaken with the Evaluation Committee's second choice or ceased altogether. If an agreement is reached with the Consultant, a contract for the work will be prepared in final form, executed by the Consultant, and returned to the City of Commerce for approval and execution.



## **X. EQUAL EMPLOYMENT OPPORTUNITY**

The City of Commerce is an equal opportunity employer and requires all consultants to comply with City policies and regulations concerning equal employment opportunity.

## **XI. CONFLICT OF INTEREST**

The Consultant may be required to complete conflict of interest forms.

## **XII. DISCLOSURE** *(Non-compliance with this section could result in rejection of the proposal)*

Consultants shall disclose in their proposal whether they have been subject of any investigation by County, State, and/or Federal agencies within the past five years. If so, each responding consultant shall identify the agency and contact person, the nature of the investigation, and any determination over outcome of said investigation. Additionally, Consultant shall respond to the following questions:

- Has your company been subject to any newspaper favorably or unfavorably and if so, please include a copy of the article in the proposal; and
- Is there anything about your company which if disclosed would reflect negatively on the City in anyway?

### **XIII. SAMPLE STANDARD PROFESSIONAL SERVICES AGREEMENT**

# PROFESSIONAL SERVICES AGREEMENT

This agreement ("Agreement") is made as of [Insert month and date] \_\_\_\_\_, [Insert Year] by and between the **City of Commerce**, a municipal corporation ("City") and \_\_\_\_\_ ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

## RECITALS

WHEREAS, City desires to utilize the services of Consultant as an independent contractor to [insert brief description of work] as set forth in the Scope of Services attached hereto as **Exhibit A**; and

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

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

**1. Company's Scope of Services.** The nature and scope of the specific services to be performed by Consultant are as described in **Exhibit A**.

**2. Term of Agreement.** This Agreement shall commence on [Insert month and date], [Insert year] (the "Commencement Date") and shall remain and continue in effect until tasks described in **Exhibit A** are completed, but in no event later than [Insert Date], unless sooner terminated pursuant to the provisions of this Agreement.

**3. Compensation.**

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in **Exhibit A**. Consultant shall submit proper monthly invoices in the form and manner specified by City. Each invoice shall include a monthly breakdown of all monthly services performed together with the hours spent on each service. Consultant shall maintain appropriate and necessary documentation supporting the monthly invoices detailing the type of service provided. It shall be available for review by the City at all reasonable times upon request.

B. Total payment to Consultant pursuant to this Agreement shall not exceed \_\_\_\_\_.

C. If at the request of the City, Consultant is required to incur out of pocket expenses (including but not limited to, out-of-town travel and lodging) which are above and beyond the ordinary expenses associated with performance of this Agreement, Consultant shall be entitled to reimbursement of such expenses. Consultant shall only be reimbursed for those expenses which: (I) appear on Consultant's monthly invoices;

(II) are accompanied by a copy of the City's written authorization for Consultant to incur such expenses; and (III) receipts documenting such expenses.

**4. General Terms and Conditions.** The General Terms and Conditions set forth in **Exhibit B** are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both parties intend the provisions of the other exhibit(s) to control.

**5. Addresses.**

**City of Commerce**

City of Commerce  
2535 Commerce Way  
Commerce, CA 90040  
Attn: [NAME] City Manager

**Company**

[Insert Selected Consulting Firm]  
Attn: [Insert Contact Name]

**6. Exhibits.** All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

**Exhibit A** – Scope of Services and Compensation Schedule

**Exhibit B** – General Terms and Conditions

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

**CITY**

**CITY OF COMMERCE**

By: \_\_\_\_\_  
Hugo A. Argumedo, Mayor

\_\_\_\_\_  
Date

**CONSULTANT**

**[Insert Consultant Name]**

By: \_\_\_\_\_  
[Insert Consultant Name]

\_\_\_\_\_  
Date

**ATTEST:**

By: \_\_\_\_\_  
Lena Shumway, City Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Noel Tapia, City Attorney

\_\_\_\_\_  
Date

**EXHIBIT A**  
**SCOPE OF WORK**

**EXHIBIT B**  
**GENERAL TERMS AND CONDITIONS**

**1. Status as Independent Contractor.**

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the City of Commerce or otherwise act on behalf of Commerce as an agent. Neither the City of Commerce 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 agents or employees are in any manner agents or employees of the City of Commerce.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interests asserted against City by reason of the independent Consultant relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent status of Consultant and the audit in any way fails to sustain the validity of a wholly independent Consultant relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable worker's compensation laws. City shall have the right to 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 Section 1.

D. Consultant represents to the City, and City relies on Consultant's representations, that Consultant shall serve solely in the capacity of an independent contractor to the City. Neither the City nor any of its agents will have control over the conduct of Consultant or any of Consultant's employees, except as otherwise set forth in the Agreement. Consultant may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Consultant's agents or employees, including the Affordable Care Act coverage requirements. Consultant is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act with respect to Consultant's agents and employees. Consultant warrants and represents that the City will not be responsible and will not be held liable for issues related to Consultant's status as an independent contractor, including Consultant's failure to comply with Consultant's duties, obligations, and responsibilities under the Affordable Care Act. Consultant further agrees to defend, indemnify, and hold the City harmless for any and



all taxes, claims, and penalties against the City related to Consultant's obligations under the Affordable Care Act.

## **2. Standard of Performance**

Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Manager or his/her designee. No additional or different tasks or services shall be performed by Consultant other than those specified in **Exhibit A**.

## **3. Indemnification.**

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnities") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnities may suffer or incur or to which Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Consultant, its agents, officers, directors, subcontractor, sub consultant or employees, committed in performing any of the services under this Agreement. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, sub consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required in this Section, Consultant agrees to be fully responsible according to the terms of this Section. Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way serve as a waiver of any rights hereunder. This obligation to indemnify and defend Indemnities as set forth herein shall survive the termination of this Agreement and is in addition to any rights which City may have under the law. This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to City.

**4. Insurance.**

A. Without limiting Consultant's indemnification of Indemnities pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(I) Consultant shall maintain Commercial General Liability Insurance with coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01 in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(II) Consultant shall maintain Business Auto Coverage on ISO Business Auto Coverage Form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(III) Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses;

(IV) Consultant shall maintain Professional Liability or Errors and Omissions Insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to CITY via certified mail, return receipt requested, addressed to "Director of Human Resources & Risk Management," City of Commerce, 2535 Commerce Way, Commerce, California, 90040. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

**E. Consultant shall submit to City (I) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (II) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".**

F. Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost. City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant's and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

## **5. Release of Information/Confidentiality.**

A. Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager, 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. Consultant's covenant under this section shall survive the termination of this Agreement.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants 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 person or party regarding this Agreement and the work performed thereunder. 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 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

## **6. Ownership of Work Product.**

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the 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 the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the 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.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

## **7. Conflict of Interest.**

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Consultant's covenants under this section shall survive the termination of this Agreement.

**8. Termination.** Notwithstanding any other provision, this Agreement may be duly terminated at any time by the City at its sole discretion with or without cause by serving upon the consultant at least ten (10) days prior written notice ("Notice of Termination"). Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Unless expressly agreed upon in writing by the City, the City shall not be obligated to pay for any services rendered nor any costs or expenses paid or incurred after the date of termination. The effective date of termination shall be upon the date specified in the written Notice of Termination. Consultant agrees that in the event of such termination, Consultant must refund the City its prorated share, except for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written Notice of Termination, Consultant shall discontinue performing services, preserve the product of the services and upon payment for services, turn over to City the product of the services in accordance with written instructions of City.

In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City.

**9. Personnel.** Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

**10. Non-Discrimination and Equal Employment Opportunity.**

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

**11. Assignment.** Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant obligations hereunder, without the prior written consent of City, and any attempt by Consultant to assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

**12. Performance Evaluation.** For any Agreement in effect for twelve months or longer, the City Manager may require a written annual administrative performance evaluation within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement. The work product required by this Agreement shall be utilized as the basis for review, and any comments or complaints received by City during the review period, either orally or in writing, shall be considered. City shall meet with Consultant prior to preparing the written report. If any noncompliance with the Agreement is found, City may direct Consultant to correct the inadequacies, or, in the alternative, may terminate this Agreement as provided herein.

**13. Compliance with Laws.** Consultant shall keep itself informed of State, Federal and Local laws, ordinances, codes 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. Consultant shall at all times comply with such laws, ordinances, codes and regulations. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

**14. Licenses.** At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

**15. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

**16. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and Consultant.

**17. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant regular business hours or by facsimile before or during Consultant regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

**18. Governing Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. However, the Parties may agree to submit any dispute to non-binding arbitration.

**19. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

**20. Severability.** If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

**21. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the Mayor and attested by the City Clerk.

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

**23. Force Majeure.** A Party's performance of any obligation under this Agreement shall be suspended if, and to the extent that, the Party is unable to perform because of any event of Force Majeure. In any such event, the Party unable to perform shall be required to resume performance of its obligations under this Agreement upon the

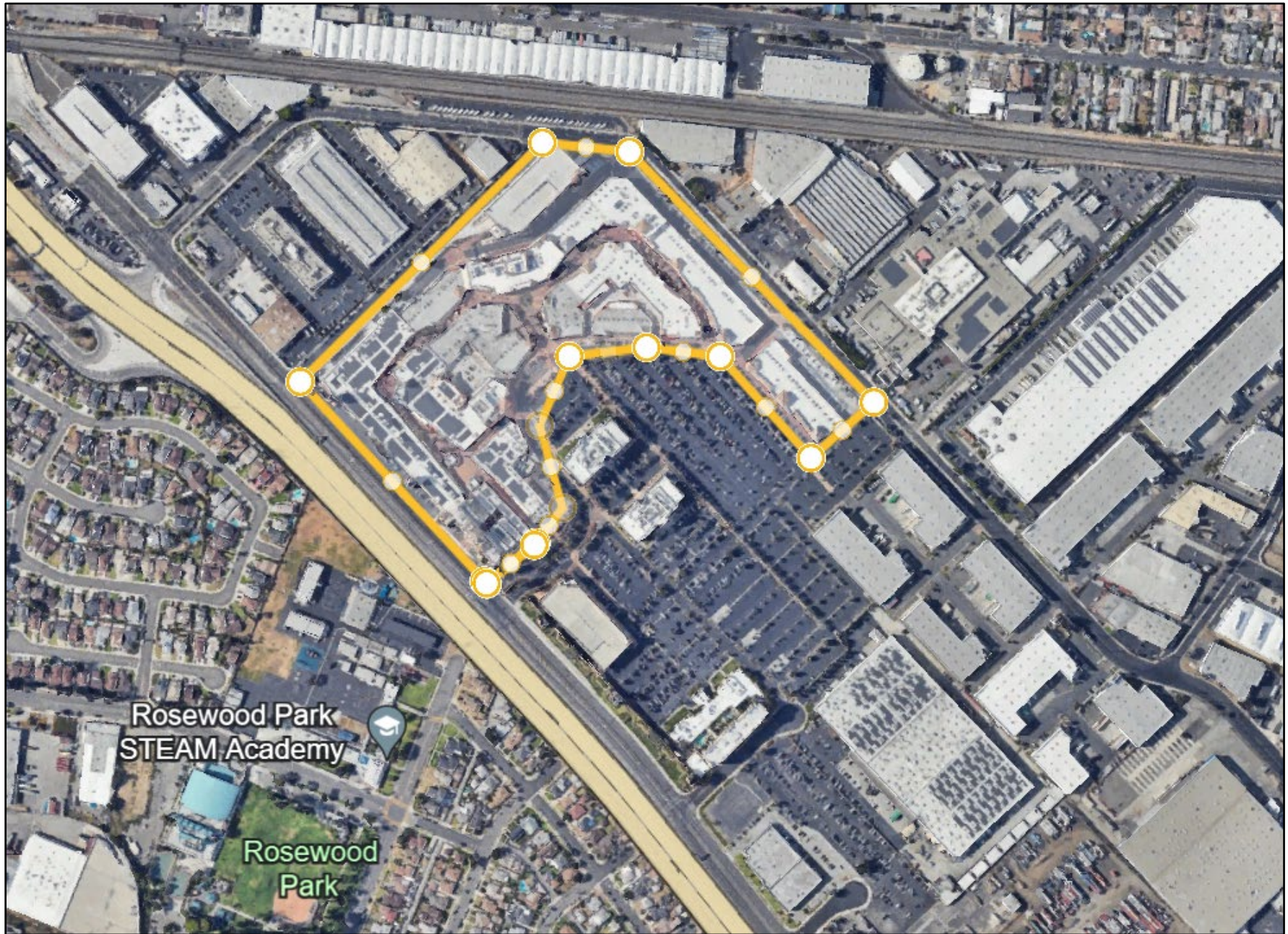


termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a Party, including without limitation, (a) acts of God including flood, fire, earthquake, hurricane or explosion, pandemic; (b) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (c) government order or law that prevents either Party from performing its obligations as set forth in this Agreement; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) action by any governmental authority that prevents either Party from performing its obligations as set forth in this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees; (h) shortage of adequate power or transportation facilities.

Neither Party shall be liable for any delay or default in, or failure of, performance resulting from or arising out of any Force Majeure event, and no such delay, default in, or failure of performance shall constitute a breach by either Party hereunder. Where a Force Majeure event gives rise to a failure or delay in either Party performing its obligations under this Agreement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure event. A Party who becomes aware of a Force Majeure event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will forthwith notify the other and inform the other of the period for which it is estimated that such failure or delay will continue. The affected Party shall take reasonable steps to mitigate the effects of the Force Majeure event.

## APPENDIX

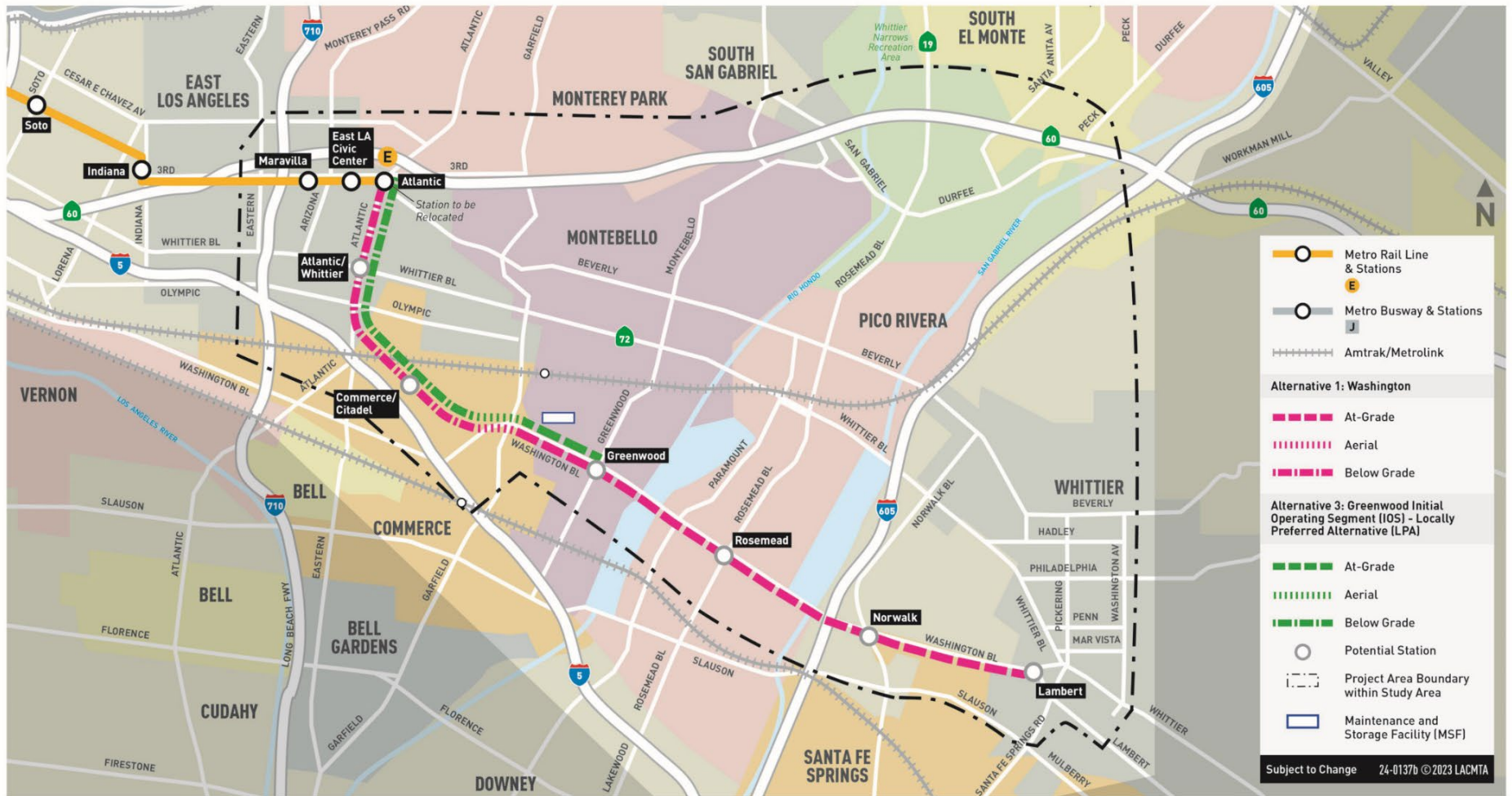
1. AERIAL PHOTO OF CITADEL LOCATION





## 2. AERIAL DISPLAY OF PHASE 2 TRANSIT CORRIDOR

### Eastside Transit Corridor Phase 2 Project Map



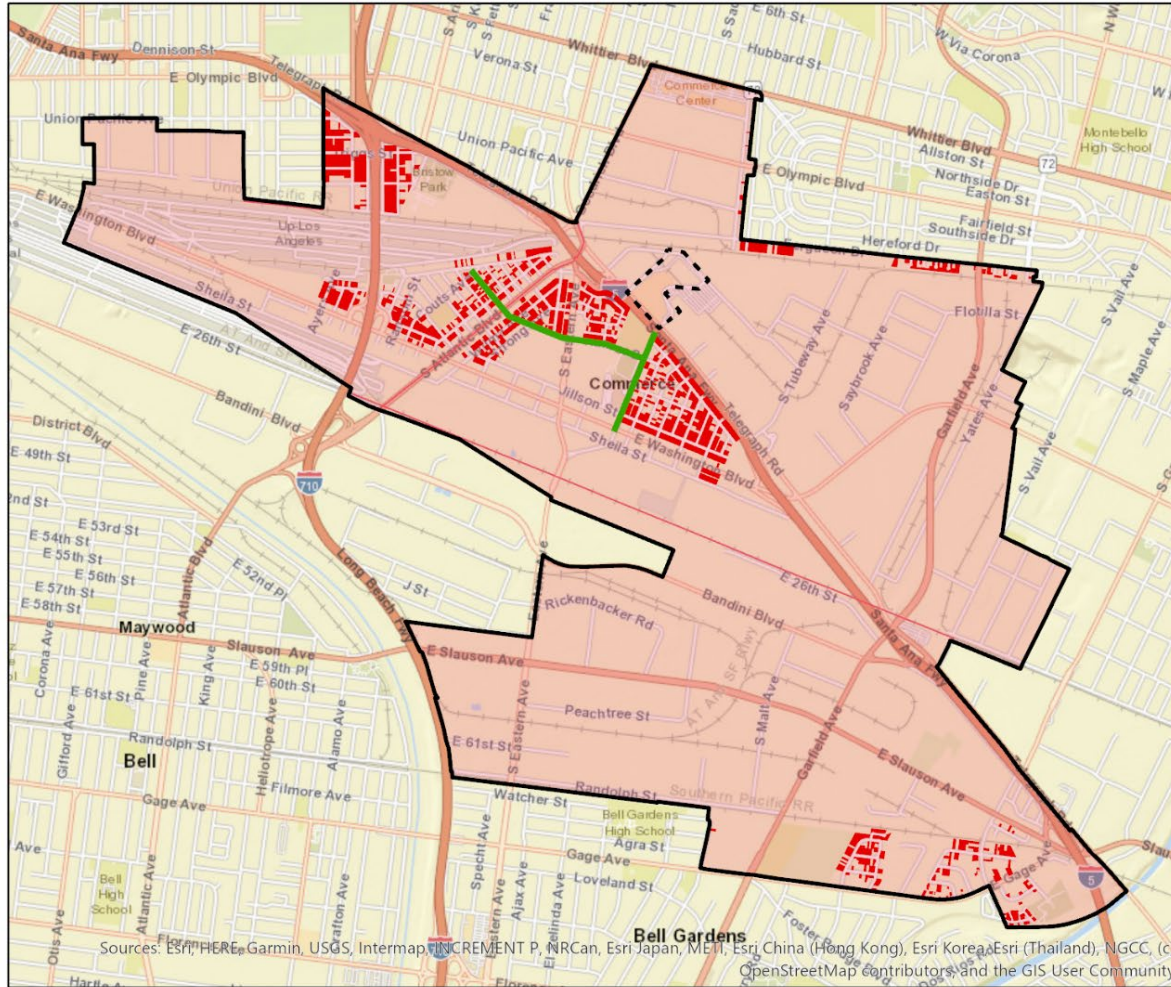
Alternative 2: Commerce/Citadel IOS is no longer being considered.



### 3. STEP GRANT AGREEMENT LOCATION

## City of Commerce

### STEP IMPLEMENTATION GRANT APPLICATION



#### Legend

- STEP Boundary
  - SB 535 Disadvantaged Communities
  - Other Tracts within STEP Boundary
  - Harbor St & Commerce Way Bike Routes
  - High and Very High Priority Tree Canopy Investments
  - Citadel TOD & Station Plan
- Community-Wide Projects
- Electric Buses and Charging
  - Electric Dial-a-Ride Shuttles



**ARUP**