



CITY OF SAN DIMAS  
DEPARTMENT OF PUBLIC WORKS  
SAN DIMAS, CA 91773

**REQUEST FOR PROPOSALS**

**FOR**

**CITY OF SAN DIMAS**  
**PAVEMENT MANAGEMENT PROGRAM UPDATE 2026**

**Proposals shall be delivered no later than:**

**3:00 PM FEBRUARY 10, 2026**

Please direct questions or comments to:

**SHARI GARWICK**  
DIRECTOR OF PUBLIC WORKS  
CITY OF SAN DIMAS  
245 E. BONITA AVENUE  
SAN DIMAS, CA 91773  
[publicworks@sandimasca.gov](mailto:publicworks@sandimasca.gov)

**CITY OF SAN DIMAS  
REQUEST FOR PROPOSALS  
INSPECTION SERVICES FOR INDUSTRIAL/COMMERCIAL INSPECTIONS**

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**CITY OF SAN DIMAS  
REQUEST FOR PROPOSALS  
PAVEMENT MANAGEMENT PROGRAM UPDATE 2026**

**PROPOSALS WILL BE ACCEPTED UNTIL:** **3:00 pm on February 10, 2026**

**PLACE OF PROPOSAL RECEIPT:** **Office of the City Clerk, City Hall,  
245 East, Bonita Avenue, San Dimas,  
California 91773**

**PROJECT IDENTIFICATION NAME:** **REQUEST FOR PROPOSALS (RFP) for  
Pavement Management Program Update  
2026**

**NOTICE IS HEREBY GIVEN** that the City of San Dimas, County of Los Angeles, California, will receive up to, but not later than, the time set forth above sealed contract proposals for the award of a contract for the above project. All proposals shall be made on the form furnished by the City and shall be opened and publicly read aloud at the above-stated time in the Office of the City Clerk of the City of San Dimas, City Hall.

**DESCRIPTION OF WORK:** Update of the City of San Dimas Pavement Management Program (in StreetSaver), including condition survey, GIS field and linkage updates and Engineering Services for repair strategies of various streets.

**OBTAINING CONTRACT DOCUMENTS:** Electronic copies of Contract Documents may be requested from the Public Works Department via email at [publicworks@sandimasca.gov](mailto:publicworks@sandimasca.gov) or by calling (909) 394-6240.

At the time of the award of the contract, the awarded firm shall possess a valid business license and provide a DIR registration number for the firm and any subcontractors.

The City reserves the right to reject any or all proposals and to waive any irregularities or informalities in any proposal or in the bidding and to make awards in the interest of the City. No firm may withdraw his bid for a period of ninety (90) calendar days after the opening of proposals.

For information,  
please call Public Works /Engineering  
at (909) 394-6240

CITY OF SAN DIMAS  
/s/ Debra Black  
City Clerk of the City of San Dimas

## **INTRODUCTION**

The City of San Dimas is seeking proposals from qualified consultant firms for an update of its Pavement Management Program (PMP) which was previously updated in 2020. The 2026 PMP update will include a comprehensive survey and inventory of the City's arterial, major, secondary, collector and residential public streets and roadway system consisting of approximately 122.78 centerline miles. Services requested include roadway inspections, inputting all data collected during the survey into the City's PMP, update of the City's GIS Database and uploading the GIS data into the City's online pavement management program: StreetSaver. Other tasks include working with City Staff to develop appropriate rehabilitation strategies for existing paving conditions and developing a proposed 5 year recommended CIP Plan listing and other tasks as outlined in the Project Scope. Documents relating to the City's 2020 PMP, consist of a comprehensive survey and inventory of City streets (Local and Arterial/Collector), will be made available to the selected consultant in order to support their efforts on the 2026 PMP update.

Respondents are required to submit 3 double-sided copies, one original and one electronic copy on a flash drive **no later than 3:00 pm on February 10, 2026** at the Office of the City Clerk, located at 245 E Bonita Ave in San Dimas, CA 91773. Sealed Proposals should be labeled with: "RFP: Pavement Management Program Update". Proposals received after that date and time will be rejected. **Questions regarding this Request for Proposals should be directed to Shari Garwick, Director of Public Works, in writing by email at [publicworks@sandimasca.gov](mailto:publicworks@sandimasca.gov) no later than February 4, 2026.** Addendums will be posted on the City website and emailed to the plan holder's list.

RFP specifications may be obtained from the Public Works Department, at City Hall located at 245 East Bonita Ave, San Dimas, CA or may be accessed from the City's website at [www.sandimasca.gov](http://www.sandimasca.gov).

The City of San Dimas reserves the right to reject any or all Proposals, or waive defects in same, if it deems such to be in the best interest of the City of San Dimas. The City of San Dimas is an affirmative action, equal opportunity employer.

Shari Garwick  
Director of Public Works



## **I. BACKGROUND INFORMATION**

The City of San Dimas (“The City”) is located midway (about 27 miles) between Los Angeles and San Bernardino, at the base of the San Gabriel Mountains. The San Dimas community has a population of approximately 36,000 residents. The City incorporated in 1960 and has developed into a well-balanced community offering residential living with small industrial and commercial zones. As part of this Request for Proposals (RFP), the Consultant will work closely with the City of San Dimas Public Works Department.

## **II. PROJECT DESCRIPTION**

The City’s Public Works Department is requesting proposals from qualified firms for an update of its Pavement Management Program (PMP) which was previously updated in 2020. The 2026 PMP update will include a comprehensive condition survey and inventory of the City’s arterial, collector and residential public streets and roadway system consisting of approximately 123 centerline miles. Services requested include inputting all data collected during the survey into the City’s PMP and updating the GIS database. The consultant will work with City Staff to develop appropriate rehabilitation strategies for existing pavement conditions and develop a proposed 5 year CIP plan and other tasks as listed in the Scope of Work. The City uses the StreetSaver software. Documents relating to the City’s 2020 PMP, consisting of a comprehensive survey and inventory of ALL City streets (Local and Arterial/Collector), will be made available to the selected consultant in order to support their efforts on the 2026 PMP update.

## **IV. CONSULTANT’S PROPOSAL**

The Consultant’s Proposal shall be no more than 25 pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration. The Consultant’s Proposal shall include the following:

- A statement of qualifications applicable to this RFP.
- A description of the firm’s Pavement Management Services capabilities and experience.
- An organization chart including the names, qualifications and proposed duties of the Consultant’s Staff to be assigned to this project. If one or more of the Consultant’s key staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
- Project approach
- List of expected sub-consultants
- References shall be provided for at least three similar projects.
- The firm’s current billable rates.
- Evidence of Insurance.
- Fee Proposal

## **V. INDEPENDENT CONTRACTOR**

The Consultant’s relationship to the City in the performance of the Consultant’s services for this project is that of an independent Contractor. The personnel performing said Pavement Management Services shall at all times be under the Consultant’s exclusive direction and control and shall be employees of the Consultant and not employees of the City.

The Consultant shall pay all wages, salaries and other amounts due their employees in connection with the performance of said work and shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

## **VI. AGREEMENT**

The City's standard General Services Agreement is attached to this Request for Proposal. The Consultant will be expected to enter into the attached Agreement.

The successful consultant(s) and any sub-consultants are required to obtain a City of San Dimas business license prior to award of the Agreement, and to maintain the license for the term of the Agreement. The business license is not a prerequisite for submission of a Proposal.

## **VII. INSURANCE**

If awarded, the Consultant shall comply with and provide the insurance requirements specified and set forth in the General Services Agreement attached as "Attachment B".

## **VIII. GENERAL CONDITIONS**

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

The City reserves the right to reject any or all Proposals submitted, and/or to offer agreements to firms who best meet the City's needs, at the City's sole discretion. The City is not responsible for any costs associated with the preparing or submitting the proposal.

By submitting a proposal, consultants represent that they have thoroughly examined and become familiar with the work required under this RFP.

The consultant shall guarantee their proposal fee for a minimum of 90 days from the time of bid closing.

## **IX. SELECTION CRITERIA**

The consultant will be selected and scored by City of San Dimas staff. The evaluation criteria will be scored as follows:

<b>Evaluation Criteria:</b>	<b>Maximum Score:</b>
Proposal Preparation and Organization	10
Project Understanding/Approach	10
Project Manager Experience	10
Professional Qualifications	10

Available Personnel Resources	10
Consultant's Pavement Management Services Experience	25
Overall Subjective Evaluation	10
Cost	15
Total Score	100

All Proposals received as specified will be evaluated by City staff in accordance with the above scoring criteria. During the evaluation period, the City may do any or all of the following: generate a "short list" and conduct interviews with the top candidates; conduct negotiations with the most qualified candidate(s). Consultants should be aware, however, that award may be made without consultant interviews or further discussion or negotiations.

## **X. ATTACHMENTS**

- A. Scope of Work
- B. City of San Dimas – General Services Agreement

**ATTACHMENT A**

**Scope of Work**

## Scope of Work

### Task 1- Management and Administration:

- a. Discuss Project guidelines and standardization of services, background, scope, objectives, deliverables formats, and project administration.
- b. Discuss with representatives from the City about the current procedures for pavement maintenance, available resources, historical expenditure levels, and desired service levels. This will help the individuals responsible for the work described in the RFP to gain an understanding of the City's unique needs.
- c. Coordinate with City representatives to review historical maintenance information and to make sure information is accurately incorporated into the database and the pavement condition rating. A GIS street pavement layer will be provided by the City.

### Task 2- Database Verification and Organization

- a. Consultant shall verify and reconcile the pavement management database with the City's existing street and asset records to ensure data accuracy and completeness. This includes reviewing and updating all network segments to add, delete, or correct records as necessary. Branches and segments shall be organized in a consistent and logical manner that aligns with the City's street naming and classification conventions. The edits will be made in the City's geodatabase and will be uploaded to StreetSaver. There are 20 segments of new streets that will need to be added to the City GIS database and StreetSaver database.
- b. Add a field in the City GIS database and in StreetSaver for 10 maintenance zones, and populate the field with the correct zone. The City has a GIS layer of the zones. Boundary for each zone.
- c. Add in StreetSaver a GIS field for Council District and populate the field with the accurate data. The City has a shapefile of the 4 Council Districts that can be used.
- d. Update the GIS Mapping feature in StreetSaver for the street network so that all of the City's approximately 900 sections are correctly reflected in StreetSaver GIS map.

### Task 3- Pavement Condition Surveys:

Collect Pavement Condition Index (PCI) data for all street segments using the ASTM D6433 methodology for distress identification, severity classification, and PCI calculation. Automated data collection technologies such as LiDAR, imaging, AI-based systems, etc. are preferred to establish consistency in data collection.

Input pavement distress data into the City's database and calculate the Pavement Condition Index (PCI). The consultant shall keep a log of any discrepancies between the database information (dimensions, surface type, etc.) and actual field conditions and shall coordinate with City staff to correct the database as necessary. Consultant shall also have a QA/QC program in place to periodically audit and verify pavement condition surveys and PC

The Consultant shall be required to display competence and accuracy in performing inspection. All inspectors and data collection equipment employed or contracted by the Consultant must be certified by either OCTA or MTC.

- e. Enter the updated information from the surveys into the most current version of StreetSaver database and update the City's GIS information.
- f. Implement a Quality Control Plan. This Plan should check that the Consultant uses reasonable quality control and manages the data collection process to effectively provide data that meets the requirements of the work.

#### **Task 3\-\ Maintenance and Rehabilitation Strategies (M&R):**

- a. Update the M&R strategies including appropriate treatments such as slurry seals, chip seals, overlays, reconstruction and update the unit costs of the treatments.

#### **Task 4: Budget Analysis and Funding Scenarios:**

- a. The use of GIS maps in the GIS Toolbox. This shall include the following scenarios:
  - Budget Needs Assessment
  - Utilize Existing Budget of \$2.5 million
  - Maintain Current Pavement Condition Index (PCI)
  - Improve Network PCI (by 10 pts in 5 years)
  - Improve Network to Regional Target PCI
  - Improve Network to PCI of 80
- b. Program criteria for project ranking should include the roadway classification and PCI.
- c. Provide recommendations, if shortfalls exist, for how the City can employ better preventive maintenance strategies or increase funding by proposing a preferred future budget level.
- d. Once roadway inspections and M&R strategies are updated and a budgetary analysis and funding scenarios are completed, a PCI Report shall be generated. Process the information collected from the pavement condition surveys and convert it into format compatible with the recommended software. Input the data into the City's most current version of the recommended software database and perform PCI calculations. All data entered into the system must undergo quality control measures and any errors generated from the calculation process shall be corrected.
- e. A draft copy of the collected data along with the PCI report shall be provided to the City in hard copy and electronic format. Additionally, the database and the street pavement layer/ curb data for the City's GIS map format shall be provided to the City in electronic format. GIS services to be provided for the City include:

- A PCI value for each pavement section, and updating the City's Pavement Management database
- Multi-year rehabilitation program
- Pavement dimensions including length, width and area of each pavement segment
- Pavement history of each pavement segment.
- The existing City shape file shall be updated by the Consultant to include all data for the pavement treatments completed on all streets within the past two (2) years.

**Task 5: Final Reports/Council Presentations:**

- a. Prepare final report with information and the report shall include the following:
  - Current Inventory and PCI Report and Map.
  - 5 year projected annual rehabilitation program with separate maps of slurry and seal coat projects.
  - Modeling and comparison of budget scenarios
  - Strategies and recommendations for the City's Pavement maintenance program (PMP) including preventative maintenance schedule.
- b. Prepare final report and PowerPoint presentation for City Council. Presentation shall provide a summary of the pavement network and shall include budgets and planning recommendations. Presentation shall provide insight on costs of deferred maintenance

**Task 6: Misc. Requirements:**

- a. Attend public meetings as requested by staff. (Up to 2 in evening hours)
- b. **In the proposal provide an hourly rate for 40 hours of onsite project level repair methodology recommendations and review of maintenance treatments on streets to be specified by the City.** The minimum qualification for the individual in this task is a senior level registered civil engineer with 10 years or more experience in pavement design or repair. (This is separate from updating M&R strategies.) The 40 hours should be a line item in the proposal cost. The City may adjust the number of hours plus or minus 25%.
- c. Provide 2 hours of training on new or developing technology for Pavement Maintenance Treatments
- d. Provide suggested maintenance treatments for existing ARHM streets.

**ATTACHMENT B**

**City of San Dimas – Professional Services Agreement**

## **CITY OF SAN DIMAS PROFESSIONAL SERVICE AGREEMENT**

This professional service agreement ("Agreement"), is made and effective on this \_\_\_\_\_, between **CITY OF SAN DIMAS** ("Agency"), a municipal corporation, and \_\_\_\_\_. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### **I. TERM**

This Agreement shall commence on this \_\_\_\_\_, \_\_\_\_\_ and shall remain and continue in effect until tasks described herein are completed, but in no event later than \_\_\_\_\_, \_\_\_\_\_ unless sooner terminated pursuant to the provisions of this Agreement.

### **II. SERVICES**

Consultant shall perform the tasks described and set forth in "Exhibit A" ("Tasks to Be Performed"), attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in "Exhibit A". To the extent that "Exhibit A" is a proposal from Consultant, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically agreed to in writing.

### **III. PERFORMANCE**

Consultant shall at all times faithfully, competently, and to the best of their ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

### **IV. AGENCY REPRESENTATIVE**

Agency's City Manager (or their designee) shall represent Agency in all matters pertaining to the administration of this Agreement, review and approve all products submitted by Consultant, but not including the authority to enlarge the tasks to be performed per "Exhibit A" or change the compensation due to Consultant.

### **V. PAYMENT**

A. Agency agrees to pay Consultant in accordance with the payment rates and terms and the schedule of payment as set forth in tasks to be performed per "Exhibit B" ("Payment Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Total payment to Consultant pursuant to this Agreement shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_) absent a

written amendment to this Agreement.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency's City Manager (or their designee). Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency's City Manager (or

their designee) and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

C. Consultant shall submit invoices for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the Agency 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. Any final payment under this Agreement shall be made within thirty (30) days of receipt of an invoice therefore.

**VI. TERMINATION OF AGREEMENT**

A. Except as otherwise provided herein below, Agency may terminate this Agreement, or any portion hereof, by serving written notice of termination to upon the other party at least ten (10) days prior to the date of termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, less any disputed amounts. Upon termination of the Agreement pursuant to this section, the Consultant will submit an invoice to the Agency as provided herein above.

**VII. DEFAULT**

A. Either party's failure to comply with the provisions of this Agreement shall constitute a default. In the event that either party is in default for cause under the terms of this Agreement, the affected party shall promptly notify the deficient party of such default and following such notice shall have no obligation or duty to continue compensating or providing any work after the date of default and can terminate this Agreement immediately by written notice to the other party. If such failure hereunder arises out of causes beyond either party's control, and without fault or negligence, it shall not be considered a default.

B. If the Agency's City Manager (or their designee) determines the Consultant is in default in the performance of any of the terms or conditions of this Agreement, Agency shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of default notice to cure the default as directed by the Agency in the notice of default. In the event the Consultant fails to cure its default within such period of time, the Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**VIII. OWNERSHIP OF DOCUMENTS**

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

make transcripts or copies 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 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 Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Agency, at the Consultant's office and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to Agency all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement.

## **IX. INDEMNIFICATION AND DEFENSE**

### **A. Indemnification**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence or willful misconduct.

### **B. Duty to Defend**

In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by Agency, Consultant shall defend the Indemnified Parties at Consultant's cost or at Agency's option, to reimburse Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by Agency is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole or active negligence or willful misconduct of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

## **X. INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in "Exhibit C" ("Insurance Requirements") attached herewith and incorporated herein by this reference as though set forth in full.

## **XI. INDEPENDENT CONTRACTOR**

- A. Consultant is and shall at all times remain as to the Agency a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Agency nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the Agency. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against Agency, or bind Agency in any manner.
- 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, Agency shall not pay salaries, wages, or other compensation to Consultant and/or its employees for performing services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Consultant for injury or sickness to its employee(s) arising out of performing services hereunder.

## **XII. LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of local, state, and federal 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 laws and regulations. The Agency, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

## **XIII. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the Agency in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the Agency to any and all remedies at law or in equity.

## **XIV. NO BENEFIT TO ARISE TO AGENCY EMPLOYEES**

During their tenure and for one year thereafter, no member, officer, or employee of Agency, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the services under this Agreement shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

## **XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without Agency's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency City Manager (or their designee) or unless requested by the Agency, 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 Agency. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Agency notice of such court order or subpoena.
- B. Consultant shall promptly notify Agency 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 (“Discovery”), court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency, unless the Agency is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the Agency of such Discovery. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless Agency is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to Discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

## **XVI. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service; (ii) delivery by a reputable document delivery service (e.g., Federal Express), which provides a receipt showing date and time of delivery; or (iii) United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To AGENCY: City of San Dimas  
245 E Bonita Avenue  
San Dimas, CA 91773  
Attn: Shari Garwick, Director of Public Works

To CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **XVII. ASSIGNMENT**

- A. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Due to the personal nature of the services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.
- B. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide Agency with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision identical to the one provided herein identifying Agency as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from Agency for such insurance.

## **XVIII. LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

## **XIX. GOVERNING LAW**

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also

govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

**XX. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**XXI. SEVERABILITY**

Any part, provision, or representation of this Agreement or any of its exhibits, including, but not limited to "Exhibit C", which is held to be invalid, void or unenforceable by a court of competent jurisdiction, shall be limited to that part, provision or representation and all other parts, provisions, or representations herein shall remain in full force and effect.

**XXII. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that they have the authority to execute this Agreement on behalf of the Consultant and have the authority to bind Consultant to the performance of its obligations hereunder.

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

“CONSULTANT”

Consultant name

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
President

“AGENCY”

ATTEST: CITY OF SAN DIMAS, a municipal corporation

By: \_\_\_\_\_ By: \_\_\_\_\_  
Debra Black, City Clerk Brad McKinney, City Manager

Approved as to form:

By: \_\_\_\_\_  
Jeff Malawy, City Attorney

Attachment:	Exhibit A	Tasks to Be Performed/Consultant's Proposal
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements

**EXHIBIT A**

**TASKS TO BE PERFORMED/CONSULTANT'S PROPOSAL**

**EXHIBIT B**  
**PAYMENT SCHEDULE**

## **EXHIBIT C** **INSURANCE REQUIREMENTS**

Without limiting Consultant's indemnification of Agency, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to Agency.

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office 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. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office 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.

**Professional liability (errors & omissions) insurance.** Consultant shall maintain professional liability 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 years after completion of the services required by this agreement.

**Workers' compensation insurance.** Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees, and volunteers.

**Umbrella or excess liability insurance.** Consultant shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrency of effective dates with primary policies.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

## **Other provisions or requirements**

**Proof of insurance.** Consultant shall provide certificates of insurance and required endorsements to Agency as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency for the contract period and any additional length of time required thereafter. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

**Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self- insurance shall be called upon to protect it as a named insured.

**Agency's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by Agency will be promptly reimbursed by Consultant or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency may cancel this Agreement.

**Acceptable insurers.** 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 VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Agency and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

**Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide the Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the Agency immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

**Additional insured status.** General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Agency and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the Agency, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to Agency for review.

**Agency's right to revise specifications.** The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

**Timely notice of claims.** Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.