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21201 La Puente Road
Walnut, CA 91789-2018
Telephone (909) 595-7543
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CITY OF WALNUT

CITY OF WALNUT REQUEST FOR PROPOSALS

City-Wide Bicycle Master Plan and a Non-Motorized Transportation Plan

NOTICE IS HEREBY GIVEN that the City of Walnut is seeking proposals from interested parties for a City-Wide Bicycle Master Plan and a Non-Motorized Transportation Plan.

RECEIPT OF BID PROPOSALS: Proposals are due Thursday, September 24, 2026, at 4:00 p.m. and must be submitted via email to: City of Walnut, Attn: Melissa Barcelo, Director of Public Works at mbarcelo@walnutca.gov

OBTAINING DOCUMENTS: Request for proposal documents may be obtained on the City's website: <https://www.walnutca.gov/For-Residents/Community-Relations/Public-Notices-Bids-and-RFPs> or by emailing Melissa Barcelo, Director of Public Works at mbarcelo@walnutca.gov or 909-348-0757. For general inquiries, please contact Corinne Garcia, Senior Management Analyst at cgarcia@walnutca.gov

The City reserves the right to reject any and all bid proposals, to waive any irregularity, and to take all bid proposals under advisement for a period of sixty days.

If you have any questions, please contact Melissa Barcelo, Director of Public Works, 21701 Valley Boulevard, Walnut, CA 91789, (909)348-0757.

Teresa De Dios, City Clerk
City of Walnut

Dated: August 18, 2026

P.O. Box 682, Walnut, CA 91788-0682
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Mayor, Dr. Allen Wu
Mayor Pro Tem, Nancy Tragarz
Council Member, Linda Freedman
Council Member, Kaylee Law
Council Member, Ritchie Cajulis

CITY OF WALNUT

Request for Proposals (RFP) for City-Wide Bicycle Master Plan and a Non-Motorized Transportation Plan

The City of Walnut ("City") is requesting proposals from qualified consultants to prepare a City-Wide Bicycle Master Plan and a Non-Motorized Transportation Plan.

1. Introduction

The City is seeking qualified professional planning, transportation engineering, and active transportation firms ("Proposer") to prepare a City-Wide Bicycle Master Plan and a Non-Motorized Transportation Plan for the City of Walnut.

The purpose of the City-Wide Bicycle Master Plan is to evaluate the City's existing bicycle facilities and determine whether additional bicycle lanes or other bikeway improvements may be appropriate throughout the community. The Plan will identify connectivity gaps, evaluate bicycle safety conditions, assess bicycle demand, and develop recommendations for future bicycle infrastructure improvements. The Non-Motorized Transportation Plan will improve connectivity, accessibility, safety, mobility, and recreational opportunities while complementing existing transportation infrastructure and future development.

The City is particularly interested in identifying whether additional bike lanes are warranted on existing roadways and, if so, the appropriate type and configuration of those facilities.

These efforts will be considered a Citywide Master Plan to be incorporated into the Circulation Element of the City's General Plan and related deliverables. Both Plan's must be consistent with the City's existing General Plan.

The City's existing trail system serves as an important component of community connectivity and recreational access. Bicycles are currently permitted on portions of the City's trail system, and the City intends for the Bicycle Master Plan to evaluate how the trail network may support overall bicycle circulation, connectivity, and access to destinations throughout the community.

2. Scope of Services

The Scope of Services is comprised of the following tasks and serves as a guide to illustrate the minimum project requirements:

Task 1 – Kick-Off Meeting

The Proposer shall attend a project kick-off meeting with City staff to discuss project parameters, scheduling constraints, and other relevant information regarding services required by this Request for Proposals. An overall project schedule shall be reviewed, revised and updated by the Proposer. The Plan will incorporate the City's existing General Plan and other relevant plans, policies, and guidelines.

Task 2 – Existing Conditions Analysis

The Proposer shall evaluate existing bicycle facilities and roadway conditions throughout the City, including:

- a) Existing bicycle facilities and routes.
- b) Evaluate connectivity to:
 - Schools;
 - Parks;
 - Trails and the City's trail system;
 - Transit stops;
 - Commercial areas; and
 - Adjacent jurisdictions.
- c) Existing roadway characteristics including:
 - Vehicle speeds;
 - Traffic volumes;
 - Bicycle volumes (Bicycle counts shall be conducted on two (2) weekdays and both weekend days);
 - Lane widths; and
 - Existing roadway configurations.
- d) Existing barriers and gaps in the bicycle network.
- e) Available collision and safety data involving bicyclists.

f) Existing Trail System Evaluation

- i. Evaluate the City's existing trail system as part of the overall bicycle and active transportation network.
 - ii. Identify opportunities to improve bicycle connectivity between trails, parks, streets, schools, and regional facilities.
 - iii. Evaluate potential conflicts, constraints, or operational considerations associated with bicycle use on trails.
 - iv. Identify trail segments or connections that may support low-stress or family-friendly bicycle circulation.
- g) Review bicycle safety goals. Update as needed to continue to reflect City goals and policies and implementing actions of the Circulation Element of the General Plan, and other City requirements.
- h) Update the Plans as needed to reflect relevant goals set by the county, regional, state, and federal level, and incorporate appropriate, feasible guidelines and/or concepts.
- i) Develop the general design standards for bikeway design:
- i. Width requirements for all bikeway, trail and sidewalk classifications;
 - ii. Design of bike lanes and trails at intersections;
 - iii. Recommendation for bicycle detection at intersections;
 - iv. Recommendation for striping and signage;
- j) Develop a user friendly, easy to read user map that indicate suitability ratings and the location of trails and bikeways. This map will be available to the public as a local guide to trails and bikeways.

Task 3 – Public Outreach and Stakeholder Engagement

The Proposer shall develop and implement a public outreach strategy to gather community input regarding pedestrian safety, bicycle safety, connectivity, and potential improvements. Public outreach efforts may include:

- One Community workshops;
- Up to two Stakeholder meetings;
- Online surveys;

- Coordination with schools and community organizations; and
- Presentation materials for the Community Workshop and City (Stakeholder) meetings, as needed.

Task 4- Bikeway Needs Assessment and Recommendations

The Proposer shall conduct a detailed evaluation of both roadway and trail-based bicycle connectivity to determine whether additional bicycle facilities or other bikeway improvements are needed throughout the City.

This task shall include:

- Gap and connectivity analysis
- Safety analysis
- Level of Traffic Stress (LTS) analysis
- Demand and use analysis
- Bikeway recommendations
- Feasibility considerations
- Project prioritization

Task 5- Draft and Final City-Wide Bicycle Master Plan

The Proposer shall prepare Draft and Final City-Wide Bicycle Master Plan documents including recommended bicycle network maps, implementation strategies, and a Bikeway Recommendations Matrix.

Task 6 – Non-Motorized Transportation Network

The Proposer shall develop a comprehensive non-motorized transportation network addressing pedestrian, bicycle, and other applicable active transportation needs.

The Plan should evaluate opportunities to improve:

- Sidewalk connectivity.
- Pedestrian crossings.
- Intersection accessibility.
- Safe routes to schools.
- Connections to parks and recreational facilities.
- Connections to transit stops.
- Neighborhood connectivity.
- Trail and multi-use path connections.
- ADA accessibility.
- Pedestrian comfort and safety.
- First- and last-mile connections.

Recommendations should recognize the City's existing environment and identify improvements that are feasible within existing roadway and right-of-way constraints.

3. **Proposal Format**

This Request for Proposals (RFP) invites qualified consultants to submit responsive proposals to perform the services outlined in Section 2, "Scope of Services". Proposers shall submit a Technical Proposal and Cost Proposal by the deadline specified and should include, as a minimum, the following information in addition to the areas outlined within Section 2, "Scope of Services." The Proposal shall be submitted in sufficient detail to allow a thorough evaluation and comparative analysis.

- a) **Work Plan:** A statement of your understanding of the project; and detailed description of your approach to implement all of the items listed under Section 2, "Scope of Services."
- b) **Schedule and Deadlines:** A comprehensive schedule for the completion of the tasks as outlined under Section 2, "Scope of Services," to reflect the time frame or period for each; and a total time for completion.
- c) **Representative Projects:** Provide three (3) representative projects of similar assignments for other governmental agencies.
- d) **Objections to Professional Services Agreement**
- e) **Cost Proposal**

4. **Deliverables**

At the completion of the project, the Proposer shall provide five (5) bound copies and one (1) electronic copy of both the Final Bicycle Master Plan and the Non-Motorized Transportation Plan to the City. All project files and correspondence relating to this project shall be given to the City at the completion of the contract. This includes all working and field data, GIS files, mapping exhibits, background information and other information used in creating the Deliverables requested.

5. **Proposal Submission**

Submit one (1) technical and cost proposal via direct mail or electronic mail to the City on/before 4:00 p.m. on September 24, 2026. A proposal may be withdrawn without prejudice upon written request by the proposer filed with the City Clerk before the proposal submission deadline. Proposals must remain valid and shall not be subject to withdrawal for 90 calendar days after the deadline for submission of proposals.

Proposal packages are to be submitted to:

Melissa Barcelo, Director of Public Works
City of Walnut
21201 La Puente Road
Walnut, CA 91789
mbarcelo@walnutca.gov

Proposals received after the stated deadline will not be accepted. It is the Proposer's sole responsibility to see that its proposal is received in proper time, and proposers assume all risks arising out of the means of delivery. Any proposal received after the deadline will not be accepted.

6. Inquiries and Addenda

For inquiries regarding this RFP, please contact Corinne Garcia, Senior Management Analyst via electronic mail at cgarcia@walnutca.gov. Proposers must e-mail inquiries no later than September 4, 2026. Inquiries received after that date will be disregarded. The City will issue any revisions to this RFP as addenda. The City will distribute addenda to all potential proposers. Proposers are responsible for receipt of all addenda. The City's issuance of a written addendum is the only official method whereby the City will interpret, clarify or provide additional information concerning this RFP.

7. Anticipated Schedule

Milestone	Date
• RFP Issued	August 18, 2026
• Deadline for Clarifications/Inquiries	September 4, 2026
• Deadline for Proposals	September 24, 2026
• City Council Award of Contract	October 21, 2026
• Notice to Proceed	October 21, 2026
• Submittal of Final Document	February/March 2027

8. Evaluation Procedure

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

- a) **Project Staffing and Organization (25 points).** The firm's proposal adequately demonstrates the qualifications based on the proposer's overall professional and practical experience and key personnel.
- b) **Project Schedule (25 points).** Thoroughness of the project schedule; ability to complete the project within the selected timeframe.

- c) **Project Understanding/Project Approach (50 points).** The firm's proposal adequately demonstrates an understanding of the project. This understanding can be demonstrated in various manners, including but not limited to the firm's experience with similar types of projects/services, specific experience of key team staff, references and satisfaction of previous clients, and identification of critical issues to the project and methods to address those issues to ensure timely and on budget completion of the project.

The City will identify the firm that best meets the needs of the City and enter contract negotiations with that highest ranked firm. Should the City fail to reach agreement with the top ranked firm, the City may enter negotiations with the next highest rated firm and so on. City Staff will make a recommendation to the City Council for the award of the Professional Services Agreement to the firm that best furthers the City's objectives.

The successful consultant will be expected to enter into the attached Professional Services Agreement (Exhibit A) at a minimum of five (5) business days prior to the date of City Council consideration (tentatively scheduled for October 21, 2026) of the contract award, if an award is made. Additionally, the successful consultant shall also secure all insurance required under the Professional Services Agreement, and provide copies to the City, at a minimum of five (5) business days prior to the date of City Council consideration of the contract award, if an award is made.

Any proposer with objections to terms contained in the City's Professional Services Agreement must advise the City of such objections and requested modifications as part of its Technical Proposal. Failure of a proposer to accept the terms of the City's Professional Services Agreement may result in the rejection of the proposal. It shall be the responsibility of the prospective proposer to review all sections and exhibits of the Professional Services Agreement, including insurance requirements. If no objections are received, the City will assume the proposer is able to and will enter into the Professional Services Agreement and fulfill the terms and requirements set therein. The City may recover any damages accruing to the City as a result of the successful consultant's failure or refusal to execute the City's Professional Services Agreement.

9. Acceptance or Rejection of Proposal

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

Exhibits:

- a) City of Walnut Professional Services Agreement



AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is effective as of _____ between the City of Walnut, a municipal corporation ("CITY") and _____, a _____ ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

___ [Alternative 1 Term based on years] Unless sooner terminated pursuant to the provisions of this AGREEMENT, this AGREEMENT shall continue in full force and effect for a period of _____ (___) years, commencing on _____, 20__ and ending on _____, 20__. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed _____ (___) additional twelve (12) month renewal terms by giving written notice thereof to Consultant not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

___ [Alternative 2 Term based on Project Completion] This AGREEMENT shall commence on _____ and shall remain and continue in effect until the services described in the SCOPE OF WORK set forth in Exhibit "A" are completed, but in no event later than _____ unless sooner terminated pursuant to the provisions of this AGREEMENT.

2. SERVICES

CONSULTANT shall perform the services described and set forth in the SCOPE OF WORK (Exhibit A). CONSULTANT shall perform such services and complete the tasks to be performed at the time, place, and in the manner specified in this AGREEMENT, subject to the direction of the CITY through its designated representative as set forth in Section 4 hereinbelow. CONSULTANT shall complete the services according to the SCHEDULE OF PERFORMANCE (Exhibit B). To the extent that Exhibit A and/or Exhibit B is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and/or the schedule of performance and no other terms and conditions from such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

3. PERFORMANCE

(a) Time is of the essence in the performance of this AGREEMENT. The time for completion of the services and related work to be performed by CONSULTANT is an essential condition of this AGREEMENT.

(b) CONSULTANT shall at all times faithfully, competently and to the best of his/her/its ability, experience, and talent, perform all services and related work contemplated pursuant to this

AGREEMENT consistent with CONSULTANT's Proposal (Exhibit E). CONSULTANT shall employ, at a minimum, generally accepted industry standards and practices utilized by persons engaged in providing same or similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT and shall provide, furnish and pay all labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required to perform such the services and related work.

4. CITY MANAGEMENT

CITY's _____ or his/her designee shall be the CITY's designated representative in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to revise or expand the tasks to be performed or change the compensation due to CONSULTANT. City Manager shall be authorized to act on CITY's behalf to execute all necessary documents to implement this AGREEMENT and to revise the services to be provided or the tasks to be performed or change CONSULTANT's compensation, subject to Section 5 hereof. Notwithstanding the foregoing, the City Manager may in his/her sole discretion elect to present any proposed revision to this AGREEMENT to the City Council for approval.

5. PAYMENT

(a) The CITY agrees to pay CONSULTANT in accordance with the payment rates and terms and the Schedule of Payment as set forth in Exhibit C. This amount shall not exceed _____ Dollars (\$_____) for the total term of this AGREEMENT unless and until such time as the City Council for the CITY authorizes any additional amounts, which notification of such authorization shall be made in writing delivered to CONSULTANT and the maximum authorization shall be stated therein.

(b) CONSULTANT shall not be compensated for any non-contemplated services rendered in connection with its performance of this AGREEMENT unless such additional services are authorized in advance and in writing by CITY. CONSULTANT shall only be compensated for any additional services in the amounts and in the manner as agreed to by CITY and CONSULTANT.

(c) CONSULTANT will 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 in the previous month or as tasks are completed as specified in CONSULTANT's Proposal (Exhibit E). Notwithstanding any provision of CONSULTANT's Proposal (Exhibit E) to the contrary, out of pocket expenses shall be reimbursed at cost without an inflator or administrative charge. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Payment by CITY under this AGREEMENT shall not be deemed a waiver of defects, even if such defects were known to the CITY at the time of payment.

(d) CONSULTANT agrees to notify CITY of business status change and agrees to submit a new W-9 form within (3) business days. CONSULTANT also agrees to notify CITY representative, as per Section 13 of this AGREEMENT, of changes to contact and billing address or phone number.

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise.

(b) In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the agreed work performed up to the time of termination. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 5.

7. OWNERSHIP OF DOCUMENTS

(a) CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts there from 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.

(c) All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, and any written information either created by or provided to CONSULTANT in connection with the performance of this AGREEMENT shall be held confidential by CONSULTANT. Such materials shall not, without the prior written consent of CITY, be used by CONSULTANT for any purposes other than the performance of the services under this AGREEMENT. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this AGREEMENT. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name or insignia, photographs relating to project for which CONSULTANT's services are rendered, or any publicity pertaining to the CONSULTANT's services under this AGREEMENT in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

(d) CITY shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of CONSULTANT shall be immediately referred to CITY, without any other actions by CONSULTANT.

8. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for CONSULTANT's services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend and hold harmless CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or sub-consultants (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT. CONSULTANT shall not be liable to any third parties for any liability exempted by statute.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or sub-consultants of CONSULTANT. CONSULTANT shall not be liable to third parties for any liability exempted by statute.

(c) General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every 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 here, CONSULTANT agrees to be fully responsible according to the terms of this section. Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth here is binding on the successors, assigns or heirs of CONSULTANT and shall survive the termination of this AGREEMENT or this section.

9. INSURANCE

CONSULTANT shall maintain, prior to the beginning of and for the duration of this AGREEMENT, insurance coverage as specified in Exhibit F attached hereto and incorporated as part of this AGREEMENT. By executing this AGREEMENT, CONSULTANT confirms that he/ she/it has reviewed and approved the requirements of Exhibit F.

10. INDEPENDENT CONTRACTOR

(a) CONSULTANT is and shall at all times remain as to the CITY a wholly independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CITY, or bind CITY in any manner.

(b) No employee benefits shall be available to CONSULTANT or any of its employees, agents, and subcontractors providing services in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, CITY shall not pay salaries, wages, or other compensation benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

(c) In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this AGREEMENT claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

11. INTERESTS OF CONSULTANT

CONSULTANT (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this AGREEMENT or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of CONSULTANT's services hereunder. CONSULTANT further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this AGREEMENT.

CONSULTANT is not a designated employee within the meaning of the Political Reform Act because CONSULTANT:

(a) will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or of any City official, other than normal agreement monitoring; and

(b) possesses no authority with respect to any CITY decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

12. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep informed of 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 CITY, 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.

13. 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, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the 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 CITY: City of Walnut
 Attention: City Clerk
 21201 La Puente Road
 P.O. Box 682
 Walnut, CA 91789

To CONSULTANT: _____
 Attention: _____

14. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT.

15. 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.

16. GOVERNING LAW

The CITY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this AGREEMENT. Any litigation concerning this AGREEMENT shall take place in the superior or federal district court with jurisdiction over the CITY.

17. MEDIATION

The parties agree to make a good faith attempt to resolve any disputes arising out of this AGREEMENT through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

18. LITIGATION EXPENSES AND ATTORNEYS' FEES

If either party to this AGREEMENT commences any legal action against the other party arising out of this AGREEMENT, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

19. INCORPORATION OF EXHIBITS; CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

The parties agree that the Exhibits attached hereto are a part of this AGREEMENT and are hereby incorporated by reference herein as though set forth in full. CONSULTANT is bound by the contents of CITY's Request for Proposal, (Exhibit D), and the contents of the proposal submitted by the CONSULTANT'S Proposal, (Exhibit E) hereto. In the event of conflict, the requirements of CITY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals.

20. 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, 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. Any amendments to this AGREEMENT must be in a writing of equal dignity.

21. AMENDMENTS

This AGREEMENT may be modified or amended only by a written document executed by both CONSULTANT and CITY, approved as to form by the City Attorney and physically attached to this AGREEMENT.

22. SEVERABILITY

If any term or portion of this AGREEMENT is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this AGREEMENT shall continue in full force and effect.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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 the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

This AGREEMENT may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. Facsimile and transmitted signatures indicating concurrence shall be binding as original signatures.

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

CITY OF WALNUT

CONSULTANT

By: Tom Weiner, City Manager

By: _____

Date: _____

Date: _____

_____, City's Representative

ATTEST:

Teresa de Dios, City Clerk

APPROVED AS TO FORM:

Barbara Leibold, City Attorney

EXHIBIT A

SCOPE OF WORK

[Optional: REFER TO EXHIBIT E - PROPOSAL DATED _____]

EXHIBIT B

SCHEDULE OF PERFORMANCE

[Optional: REFER TO EXHIBIT E - PROPOSAL DATED _____]

EXHIBIT C

PAYMENT SCHEDULE

[Optional: REFER TO EXHIBIT E - PROPOSAL DATED _____]

EXHIBIT D

REQUEST FOR PROPOSAL

EXHIBIT E

PROPOSAL SUBMITTED BY CONSULTANT

DATED _____

ATTACHED

EXHIBIT F

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, CONSULTANT will maintain insurance in conformance with the requirements set forth below. CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CITY in excess of the limits and coverage required in this AGREEMENT and which is applicable to a given loss, will be available to CITY.

[Note: Minimum limit for each coverage may be verified with Risk Manager]

Insurance Requirements. Without limiting CONSULTANT's indemnification of CITY, and prior to commencement of Work, 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 CITY. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' rating of A or higher and Financial Size Category Class VII or higher in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's Risk Manager. CONSULTANT shall provide the following scope and limits of insurance:

1. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:
 - a. General Liability: Insurance Services Office form CG 00 01.
 - b. Automobile Liability: Insurance Services Office form number 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.
 - c. Professional Liability: Errors and omissions liability insurance appropriate to the CONSULTANT's Services to be performed in connection with this AGREEMENT.
 - d. Workers' Compensation: Insurance as required by Section 3700 of the Labor Code of State of California, and Employer's Liability Insurance covering all persons providing services on behalf of the CONSULTANT and all risks to such persons under this AGREEMENT.
2. **Minimum Limits of Insurance.** CONSULTANT shall maintain limits of insurance no less than:

- a. General Liability: \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
 - b. Automobile Liability: \$1,000,000 combined single limit for each accident.
 - c. Professional Liability (Errors & Omissions): \$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 of no less than three years after completion of the services required by this AGREEMENT.
 - d. Workers' Compensation and Employer's Liability: Statutory Limits for Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 policy limit.
3. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:
- a. All Policies.
 - i. Proof of Insurance. CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by CITY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of AGREEMENT. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
 - ii. Duration of Coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or sub-consultants.
 - iii. CITY'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, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this AGREEMENT.

- iv. Enforcement of Agreement Provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- v. 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, waiver of any coverage normally provided by insurance or to fulfill the indemnification provisions and requirements of this AGREEMENT. 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.
- vi. Notice of cancellation. Each insurance policy required by this Exhibit "F" shall be endorsed and state the coverage shall not be cancelled by the insurance agent, broker, or either party to this AGREEMENT. CONSULTANT agrees to provide CITY with a thirty (30) day notice of cancellation or nonrenewal of coverage for each required coverage.
- vii. Agency's right to revise requirements. The CITY 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 CITY and CONSULTANT may renegotiate CONSULTANT's compensation.
- viii. Self-insured retentions. Any deductibles or self-insured retention must be declared to and approved by CITY. CITY reserves the right to require that self- insured retentions be eliminated, lowered, or replaced by a deductible. Self- insurance will not be considered to comply with these specifications unless approved by CITY.
- ix. Timely notice of claims. CONSULTANT shall give CITY 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.
- x. 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 work.

- b. General Liability and Excess Liability Coverage.
 - i. Additional insured status. Policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies.
- c. Workers' Compensation and Employer's Liability Coverage.
 - i. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against CITY, 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 CITY, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.