



REQUEST FOR PROPOSALS (RFP)

MONTE VISTA AVENUE GRADE SEPARATION AT THE UNION PACIFIC RAILROAD CROSSING FEDERAL PROJECT NO. PNRSL-5326 (016)

BACKGROUND

The Traffic Congestion Relief Act of 2000 created the Traffic Congestion Relief Program (TCRP) which included funding for several railroad grade separation projects throughout the state. Approximately \$95 million was allocated for grade separation projects in San Bernardino County with San Bernardino Associated Governments (SANBAG) designated as the agency with responsibility for prioritizing projects and allocating funds.

Five grade separation projects were identified and prioritized by SANBAG in San Bernardino County. The fifth ranked project was the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project in the City of Montclair. With TCRP funding, the City of Montclair prepared a request for proposals for design services for this project. The services included environmental clearance of CEQA, preliminary design, right-of-way acquisition, final design, and preparation of construction drawings and documents.

LAN Engineering Corporation was selected by the City to provide the required design services in late 2001. The CEQA process was completed in mid 2002. Sufficient design was completed by late 2002, allowing the City to identify the right-of-way necessary for the project, perform appraisals, and make offers to property owners. During this time the City was also able to secure a construction and maintenance agreement with the Union Pacific Railroad allowing a bridge to be built across its right-of-way. The bridge covered in the agreement was a three-span box girder bridge with two bents located within the railroad property.

Unfortunately, due to a state budget crisis at the time, the state withdrew the project funding. In January 2003, the City withdrew its offer letters to the affected property owners. The project lay dormant for more than two years. The railroad agreement included a clause stating that if construction had not commenced within two years, the agreement would expire. With the state's withdrawal of funding, the railroad agreement did, in fact, expire.

Partial project funding was restored by the state in 2005. New title reports and appraisals were ordered for the right-of-way acquisitions. With a limited amount of funding restored and the escalating real estate costs of the mid 2000s, that funding ran out by 2009. The City Redevelopment Agency stepped in with additional funding necessary to complete the right-of-way acquisition beginning in 2010. All right-of-way acquisition required for the design at that time was completed by 2011.

In 2009, LAN Engineering Corporation was acquired by AECOM who took over as the engineer of record for the project. The project team otherwise remained intact with respect to subconsultants involved with the project.

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After limited project funding was restored in 2005, it became obvious to the City that funds would be inadequate for construction. Consequently, the City began looking for supplemental funds. Sources included the City Redevelopment Agency as previously indicated and federal transportation funds. The City applied for some High Priority Project funds through Congress and was awarded \$1.6 million. However, the use of federal funds meant that federal environmental clearance under NEPA would be required.

When the last of the right-of-way acquisition, already underway, had been completed for the project, the City initiated the NEPA environmental clearance process in 2011. Funding for this clearance was provided by the City. A categorical exclusion under NEPA was approved by Caltrans in July 2013.

Over ten years have passed since the original design was completed. Topography in the area has changed, additional railroad improvements have been added, design standards and codes have changed, a railroad tenant whose access needed to be accommodated has now moved out, no longer requiring the accommodation, and the railroad agreement has expired. UP has advised the City that it can no longer support the original three-span bridge structure. Instead, the bridge will need to be a two-span structure.

The original consultant selection process did not include a Disadvantaged Business Enterprise Utilization (DBE) goal as there were no federal funds involved in the project at the time. Without this DBE participation as a requirement of the original RFP, the continued use of AECOM, the successor to LAN Engineering Corporation, is problematic if federal funds are to be used for the completion of that design. Since no local funding is available for this work, federal funds must be used. It is also anticipated that Section 190 CPUC funding will be available for construction.

The City is currently negotiating with Union Pacific Railroad for a new construction and maintenance agreement. UPRR has conceptually approved a two-span structure as shown in Exhibit C. Assisting the City in this effort is Douglas Engineering.

OBJECTIVE

The City of Montclair is requesting proposals for the design and preparation of construction documents for a grade separation between Monte Vista Avenue and the Union Pacific railroad tracks north of Mission Boulevard. See Exhibit "B" for the location of the Project. As discussed in the background section of the RFP, a previous design prepared by LAN Engineering Corporation/AECOM is no longer acceptable to the railroad. Environmental clearance under both NEPA and CEQA has been obtained based on that design. Right-of-way acquisition in support of that design has also been completed.

It is anticipated that the work required under this contract would be in multiple phases. The first phase will include a review of the existing bridge type selection report prepared by AECOM, an alignment study, and a preliminary design. The bridge must be consistent with UP's requirements as to work within its right-of-way. The alignment study would determine whether the improvements will fit within the existing environmentally cleared footprint and right-of-way already acquired. This phase will also include meeting with both the railroad and Caltrans to discuss the bridge type and alignment, and whether there may be updates required to the environmental document. Included in the deliverables for this phase will be a construction cost estimate.

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Depending on the outcome of Phase 1, Phase 2 work may or may not be required. Phase 2A would consist of providing whatever additional NEPA and CEQA work is determined necessary by Caltrans. Phase 2B would include preparation of legal descriptions for any additional right-of-way required, title reports and appraisal services for that right-of-way, and right-of-way acquisition services as needed including obtaining Caltrans' approval of the Right of Way Certification. These items of work would be negotiated as additional work once their scopes are known.

Previous appraisal services were provided by Scott Lidgard and Associates. Previous right-of-way acquisition services were provided by Overland, Pacific, and Cutler. Previous CEQA work was performed by LAN Engineering Corporation. Previous NEPA work was performed by AECOM and ICF International.

Upon completion of Phase 2A and 2B work, if required, Phase 3 services will include final design and preparation of construction plans, specifications, and cost estimate for the recommended project from Phase 1. Phase 4 services include bidding/construction support. Work also includes the design and preparation of utility relocation plans for City and Monte Vista Water District facilities, and utility relocation coordination for all other utilities. Sewer service is provided by the City. Other utility companies include Southern California Edison, Time Warner Cable TV, Verizon, the Gas Company, some fiber optics within the railroad right-of-way, Kinder Morgan fuel lines within the railroad right-of-way, and storm drains belonging to both the City and San Bernardino County Flood Control District. This list may not be all inclusive.

Firms interested in submitting a proposal must substantiate their prior experience with similar grade separation projects, provide a clear and concise scope of services and methodology for completing the work, and demonstrate their previous excellence with other similar projects.

This is a City-sponsored project in partnership with the San Bernardino Associated Governments (SANBAG) and is partially funded by federal transportation dollars. The project requires the processing and approval of, but not limited to, the City, SANBAG, Caltrans, and Union Pacific Railroad Company. Although a portion of the project limits was within unincorporated County at the time the original design was performed, that area has since been annexed into the City. The only anticipated San Bernardino County involvement will be related to its storm drain facilities within the project limits.

DESCRIPTION OF WORK

It is the City's intent to select an Engineer for all services required under all phases except Phase 2A and 2B. During Phase 1 the Engineer shall perform professional and technical engineering services to provide surveys, geotechnical reports, preliminary engineering, order of magnitude cost estimates, and determine if there is a need for additional environmental clearances or right-of-way acquisition.

The City is utilizing one step RFP Method as described in Caltrans Local Assistance Procedures Manual (LAPM) Chapter 10 dated May 8, 2013, for this procurement and consultant selection process.

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The prime consultant and all sub-consultants shall pay prevailing wages for all surveying field work (such as flag persons, survey party, rodman or chainman), material sampling/testing and so forth in accordance with the Federal Davis Bacon Act, California Department of Industrial Relations Wage information and Consultant Guidelines for Prevailing Wage and Labor Compliance on Architectural and Engineering (A & E) Contracts.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) GOAL

Federal funds are being used for the design of this project. Consultant's proposal shall conform to the requirements of Caltrans Local Assistance Procedures Manual Chapters 9 and 10, and all other relevant sections of the Local Assistance Procedures Manual. The contract specific DBE goal for the project is nine percent (9%).

SCOPE OF WORK

See attached Exhibit "A", Scope of Services.

CURRENT WORK EFFORTS

The City has nominated the Monte Vista Grade Separation for CPUC Grade Separation funds. The project is currently ranked 13th statewide. The City is currently processing a Construction and Maintenance Agreement with Union Pacific Railroad. The Agreement assumes Monte Vista Avenue will cross over the Union Pacific tracks in their existing locations. It also assumes Monte Vista Avenue will be offset slightly to the west. Notwithstanding the assumptions of the Agreement, alternative project alignments shall be considered as part of the Phase 1 work.

PRE-PROPOSAL INQUIRIES

All pre-proposal questions, inquiries, or clarifications regarding this Request for Proposal that may be of vital importance to all proposers shall be made in writing and emailed, faxed, or delivered to:

Michael C. Hudson, Public Works Director
Engineering Division
City of Montclair
5111 Benito Street
Montclair, CA 91763
Fax 909-621-1584
email mhudson@cityofmontclair.org

no later than 4:00 P.M. on Thursday, May 29, 2014. The City will diligently attempt to respond to all inquiries, if time permits, by June 5, 2014.

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SCHEDULE (Tentative)

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| RFP issued: | May 9, 2014 |
| Deadline for inquiries related to RFP: | May 29, 2014 |
| Pre-proposal meeting 10 a.m.: | May 29, 2014 (Attendance is not mandatory) |
| Responses to inquiries: | June 5, 2014 |
| Proposals due 4 p.m.: | June 12, 2014 |
| Review proposals: | June 16-26, 2014 |
| Consultant shortlist determination: | June 26, 2014 |
| Consultant shortlist interviews: | Week of June 30, 2014 |
| Consultant selection: | Early July |

PROPOSAL FORMAT

Those firms desiring to propose must submit a detailed proposal for the Scope of Services containing the information as listed below:

1. Proposal Project Team: Provide a summary of the Consultant's and subconsultants' previous experience on similar projects and demonstrate the excellence of services provided in successfully completing those projects. Identify the firm's proposed Project Manager who will be responsible for this work and provide his or her experience in completing similar type projects. Identify the individual authorized to negotiate the contract on behalf of the consulting firm. Include the staff capabilities of the organization, an organization chart for the project and resumes of the support staff and sub consultants proposed for the project. Describe the experience of the Project Team members working together previously on similar projects.
2. Scope of Services Program/Work Plan: Submit a detailed Scope of Service Program/Work Plan for completing the work for each phase as described in the attached Exhibit "A", and which demonstrates the Consultant's clear understanding of the services requested.
3. Methodology to meet the Project Objectives: Provide a detailed methodology to be utilized in completing the various tasks of each phase described in Exhibit "A." This will be one of the criteria used to rank your proposal (see Exhibit "D").
4. Relevant Experience and References: Indicate the Consultant's and the subconsultants' experience on recently completed similar projects and record of successfully completing those projects. Provide at least two recent former clients for whom comparable services have been performed including the name, mailing address, and verified telephone number for each client's principal representative. The listed references will provide information important in establishing the firm's prior excellence on related projects. Therefore, the reference contact information should be accurate in order to facilitate the proposal review.
5. Staffing Commitment/Plan: The Consultant will provide assurance that its current workload will not interfere with completion of services. Include a chart in the proposal indicating the availability (in months) of the proposed Project Team members, including sub consultants. Provide a statement regarding the availability of the Project Team or other resources for the remaining phases.

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6. **Project Schedule/Deadlines:** Provide an estimated schedule of time required and deadlines for the completion of the tasks included in the Scope of Services and what methods your firm will utilize to maintain the proposed schedule. Assuming Phase 2 work is not necessary, the City desires to have Phase 1, Phase 3, and Phase 4 work completed and a construction project ready to advertise within 12 months of the award of contract. Indicate in your proposal whether the time is reasonable and whether you will be able to comply with this desire. If not, indicate what you feel is a more reasonable time frame.
7. **General or Innovative Information:** Include in a general section additional data that you
 - any innovative or advanced design features that may enhance the project;
 - any processing or design methods that will reduce the project duration; and/or
 - Scope of Services omissions from RFP necessary to complete the project.
8. **Financial Management and Accounting System:** In accordance with Caltrans LAPM Chapter 10, consultants with proposed contracts of \$150,000 or more (Case 1) or contracts of \$1 million or more (Case 2), and all subconsultants listed, must submit Exhibits 10-K, Consultant Certification of Contract Costs and Financial Management System. Certain subconsultants may submit Safe Harbor Rate Consultant Certification of Eligibility; and Contract Costs and Financial Management System for Federal-Aid Highway Project (Attachment 1R). The Cost/Fee proposals including all subconsultants' hourly rates shall comply with section 10.3, A & E Consultant Audit and Review Process outlined on pages 10-10 through 10-18, Exhibits 10-H and 10-K, and other applicable section and exhibits of the LAPM, Chapter 10.

Method of Payment: The selected consultant will be paid by the Actual Cost-Plus-Fixed Fee Method; geo-technical and material testing sub-consultant will be paid by the Cost Per Unit of Work Method as specified on page 10-9 of LAPM Chapter 10 (refer to Exhibit 10-H, Sample Cost Proposal, Example # 1, Actual Cost-Plus-Fixed Fee for Design Services Contracts and Example # 3, Cost Per Unit of Work for Geotechnical and Material Testing Services to be provided by the Geotechnical sub-consultant. Consultants shall submit the Cost/Fee Proposals in accordance with the LAPM-Exhibit 10-H.
9. **Proposal:** The Proposal shall be limited to Thirty (30) pages, exclusive of a one-page cover letter, resumes, and listing of references, and LAPM Exhibits. Resumes and references shall be included in a separate tabbed section, be as concise as possible, and indicate prior experience relating to the individual's role on this project. This contract has a nine percent (9%) DBE goal. Marketing information for Consultant or subconsultants that does not provide information relevant to this type of project should be avoided.
10. **Cover Letter:** A cover letter shall be included in the proposal and signed by an official authorized to bind the firm. The cover letter shall be limited to one page, contain a statement to the effect that the Consultant and its Project Team are committed to providing the proposed services, and that the proposal is valid for one-hundred-eighty (180) calendar days.

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11. Insurance Requirements: The consultants shall review the City's attached PSA (Exhibit "E") and insurance requirements. The proposal shall specify that consultant will meet the insurance requirements and execute contract if selected.

SUBMITTAL REQUIREMENTS

Submit five (5) bound copies of the Proposal. The Proposals shall be submitted to and addressed as follows:

Michael C. Hudson
Public Works Director
Engineering Division
City of Montclair
5111 Benito Street
Montclair, CA 91763

Proposals will be received at the Engineering Division counter until 4:00 p.m. on June 12, 2014.

COST/FEE PROPOSAL: A Fee Proposal **shall not** be included as part of the proposal submittal package. The City will only request a sealed fee proposal from the top ranked firm. The fee proposal shall be submitted to the City in a sealed envelope in accordance with LAPM, Chapter 10 requirements (Exhibit 10-H). The scope of services may be modified depending on input received during the proposal and negotiating phases.

Caltrans LAPM Exhibits: Exhibits 10-I, 10-J, and 10-V are provided for consultants' information and compliance. The following exhibits shall be submitted with the proposal, cost proposal, and as part of the executed contract:

- 1) Exhibit 10-E, Sample Payment Clauses
- 2) Exhibit 10-F, Certification of Consultant, Commissions & Fees
- 3) Exhibit 10-H, Sample Cost Proposal
- 4) Exhibit 10-I, Notice to Proposers DBE Information [Contract Specific DBE Goal of Nine Percent (9%)]
- 5) Exhibit 10-J, Standard Contract Provisions For Sub-consultant/DBE Participation (submit with proposal)
- 6) Exhibit 10-K, Consultant Certification of Costs and Financial Management System
- 7) Exhibit 10-O1, Consultant Proposal DBE Commitment (submit with proposal)
- 8) Exhibit 10-O2, Consultant DBE Information (submit with proposal)
- 9) Exhibit 10-P, Non-Lobbying Certification for Federal-Aid Contracts (submit with proposal)
- 10) Exhibit 10-Q, Disclosure of Lobbying Activities (submit with proposal)
- 11) Exhibit 10-V, Non-discrimination Clause
- 12) Safe Harbor Rate – Attachment 1R (small sub-contracts)

The Fee Proposal shall be submitted in the format required by the LAPM-Chapter 10 (Exhibit 10-H, Sample Cost Proposal, Example # 1, Actual Cost-Plus-Fixed Fee for Design Service Contracts and Example #3, Cost Per Unit of Work for Geotechnical and Material Testing

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Services to be provided by the Geotechnical sub-consultant. Consultants shall submit the Cost/Fee Proposals in accordance with the LAPM Exhibit 10-H.

CONSULTANT SELECTION (METHOD, CRITERIA, AND WEIGHTING)

Selection of the Consultant will be made on the basis of the written proposal for the work, understanding of the work effort, method to be undertaken in completing the work, qualifications and experience of the consultant personnel and sub consultants comprising the Project Team, schedule for implementation, completeness of proposal, client reference review, and an interview with those firms deemed the most qualified.

Proposals will be reviewed by the City consultant selection panel, consisting of the Public Works Director/Engineer and representatives from outside agencies using the attached Exhibit "D" ranking form. Firms found to be most qualified based on their submitted proposals will be scheduled for an oral interview before the selection panel. A final scope of services and fee for those services will be negotiated with the best-qualified consultant.

The City's Certified Public Accountant (CPA) Consultant will review the Consultant's and subconsultants' Exhibit 10-K, Books, Financial Management System, Contract Costs, Accounting System, and supporting documents for federal compliance. Certain subconsultants with small contracts, if any, may submit self-certified Safe Harbor Rate (attachment 1-R). If the selected Consultant and all Sub-Consultants meet the federal requirements, the City will submit the documents to Caltrans Audits & Investigations (A&I) Division in Sacramento for review and approval (Issuance of Cognizant Letter of Approval). Upon obtaining the Cognizant Letter of approval, the Professional Services Agreement (PSA) will be executed (See Exhibit "E" for a sample PSA).

Any questions regarding this Request for Proposal should be directed as indicated in "**PRE-PROPOSAL INQUIRIES**". For other information, you may contact Mr. Michael C. Hudson at 909-625-9441.

PROTEST PROCEDURES AND DISPUTE RESOLUTION PROCESS

The RFP protest procedures and dispute resolution process will be in accordance with the 49 CFR 18.36 (b) (12) process.

AWARD OF CONTRACT

It is the City's intent at this time to award a contract for Phase 1, Phase 3, and Phase 4 work. Depending on the results of Phase 1 work, the City may require additional Phase 2A and Phase 2B work, or at the conclusion of Phase 1 work opt to terminate the contract altogether. The City will not pay any costs incurred by any firm or person submitting a proposal in response to this RFP. All data, documents, and other products submitted with RFP shall become the property of the City.

The City reserves the right to reject, modify or cancel, in part or in its entirety, this RFP. The City assumes no obligation, and none is implied, to award a contract for any phase or services, specified in this RFP or in the proposals submitted in response to this RFP.

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ATTACHMENTS

- Exhibit "A" – Scope of Work
- Exhibit "B" – Location Map
- Exhibit "C" – Conceptually Approved Two-Span Bridge
- Exhibit "D" – Proposal Ranking Form
- Exhibit "E" – Professional Services Agreement (PSA) (Note: The enclosed PSA is the City's standard PSA. It will be modified to comply with requirements of LAPM Chapter 10, specifically Exhibit 10 D and Exhibit 10 R.)
- Exhibit "F" – List of consulting firms receiving RFP

FEDERAL EXHIBITS

- 1) Exhibit 10-E, Sample Payment Clauses
- 2) Exhibit 10-F, Certification of Consultant, Commissions & Fees
- 3) Exhibit 10-H, Sample Cost Proposal
- 4) Exhibit 10-I, Notice to Proposers DBE Information [DBE Goal of Nine Percent (9%)]
- 5) Exhibit 10-J, Standard Contract Provisions For Sub-consultant/DBE Participation
- 6) Exhibit 10-K, Consultant Certification of Costs and Financial Management System
- 7) Exhibit 10-O1, Consultant Proposal DBE Commitment
- 8) Exhibit 10-O2, Consultant DBE Information
- 9) Exhibit 10-P, Non-Lobbying Certification for Federal-Aid Contracts
- 10) Exhibit 10-Q, Disclosure of Lobbying Activities
- 11) Exhibit 10-V, Non-discrimination Clause
- 12) Safe Harbor Rate – Attachment 1R

EXHIBIT "A"

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SCOPE OF SERVICES

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I. Description of Project

The proposed Project is located in the City of Montclair in San Bernardino County. The proposed Project will construct a roadway and railroad track grade separation at the intersection of the Monte Vista Avenue and Union Pacific Railroad crossing. Previous work already performed for this Project has determined that a two-span bridge will be required for Monte Vista Avenue to cross over the Union Pacific Railroad tracks. The Project will require preliminary design; final design, and bidding/construction support.

The Project includes preparation of plans, specifications and cost estimates for the construction of bridge, roadway, drainage, signalized intersections, utility relocations, irrigation/landscape, and grade separation related improvements. A connector road between State Street and Monte Vista Avenue located at the southwest quadrant of the grade separation is also required. The connector road will intersect with Monte Vista Avenue at Fire Station No. 2 and with State Street west of Monte Vista Avenue. Both intersections will be signalized. A landscaping and irrigation plan shall be provided for all slopes and graded areas within project limits, except for those areas within the UPRR right-of-way.

II. Description of Work

A. General Description of Required Services

Phase 1 – The Engineer shall review all previous work done for this project, and shall provide professional and technical engineering services necessary to investigate bridge type alternatives and prepare a project report recommending a design alternative. Work will include, but not necessarily be limited to, preliminary engineering, field surveys, geotechnical studies, obtaining Union Pacific Railroad design requirements, geometric layouts, and order of magnitude cost estimates. Phase I work is more fully described herein and in Section III – Scope of Services.

Phase 2 – (Services may or may not be required) – Previous environmental work performed for this project determined the project to be Categorical Exempt under CEQA and a Categorical Exclusion under NEPA. Depending on the results of Phase I work, additional environmental work and right-of-way acquisition may be required. The City shall have the option to authorize the Engineer to proceed with Phase II work.

Phase 3 – The Engineer shall complete the design and prepare Plans, Specifications, and Cost Estimates for the Monte Vista Avenue Grade Separation at the Union Pacific Railroad Crossing. Phase III work is more fully described in Section III – Scope of Services.

Phase 4 – The Engineer shall perform assistance with bidding, construction, and other services as more fully described in Section III – Scope of Services. These services do not include construction management services. It is anticipated that the City will likely enter into a separate agreement with San Bernardino Associated Governments (SANBAG) to Advertise, Award, and Administer the project (AAA the project) who will enter into its own agreement with a Construction Management Firm.

B. Research and Data Gathering

1. Meet with City and UPRR staff to review the project in more detail, and to establish procedures to be followed in reviewing the project with the City and UPRR during various stages of the project.
2. Review available information from City and other files of existing improvements that may aid in the design of the grade separation at Monte Vista Avenue.
3. Obtain existing "as-built" drawings of the Monte Vista/State Street intersection, Monte Vista Avenue, State Street, and West State Street Storm Drain (existing and proposed).
4. Meet with representatives of utility companies and research, obtain and review available maps and plans of major utilities and proposed utilities within the project area.
5. Prepare a project work schedule and list of deliverables, milestone submittal schedule and submit to the City for review and approval.
6. Obtain UPRR track alignment plans and R/W maps.

C. Surveys

1. Establish survey ground control for aerial photography.
2. Obtain ground surveyed cross-sections necessary to complete the PS&E.
3. Provide aerial photography and topographic mapping. The City shall be provided a copy of the aerial photographs and digital map compilation in an electronic format compatible with the City's GIS system.

Final aerial mapping will consist of 40-scale mylars with contours at 2-foot intervals. Bridge site mapping is to be 20-scale with contours at 1-foot intervals. One mounted oblique aerial photograph of the project area will be provided to the City for display purposes.

4. Provide design surveys as follows:

Scope of Work for Design Data Surveys

- a. The Engineer shall perform all surveys, including mapping, necessary to complete the PS&E.
- b. The City shall provide all record centerline tie information.
- c. The Engineer shall designate a Survey Manager who will coordinate the surveying operations.

- d. All surveys shall be performed in accordance with accepted professional standards.
- e. The Engineer shall identify Engineer-established monuments by tagging or stamping the monuments with the license or registration number of the Engineer's surveyor who is in "responsible charge" of the work.

D. Materials Report and Structural Foundation Report

- 1. Retain the services of a qualified Caltrans Certified geotechnical firm that will perform the required field investigation, laboratory testing, and reports.

The geotechnical engineer shall conduct investigations and prepare a Materials Report appropriate for the specific needs of the Project. Information required for final review of the Materials Report includes plans showing existing conditions and proposed work, cross sections showing existing conditions and proposed work, profiles and superelevation diagrams and written responses to the City comments on preliminary review.

The geotechnical engineer will determine subgrade characteristics and develop pavement design, lateral stability requirements of embankments, and requirements for the bridge structure at the Union Pacific Railroad/Monte Vista Avenue crossing. The geotechnical engineer will also determine lateral design pressures, toe pressures and stability requirements for retaining walls at the toe of embankment and other locations, if required.

- 2. The Materials and Foundation Report will include a geotechnical study, surface exploration, and written reports. The geotechnical study shall be prepared in conformance with current editions of the Caltrans manual, "Standard Test Methods: California Test 130."
- 3. The subsurface exploration will include the following field studies:
 - a. Drilling a minimum of six (6) test borings to depths of approximately 80 feet at the proposed location of the bridge structure for the purposes of foundation recommendations. A sufficient number of borings and depth of borings must be done to adequately determine foundation requirements.
 - b. Drilling twenty (20) test borings to depths of approximately 2 to 30 feet at various proposed utility alignments. The borings are for the purpose of determining subgrade support values, utility trench stability, trench bedding, embankment fill, etc.
 - c. Following the field exploration, meet and confer with City personnel to discuss encountered conditions, laboratory testing

program, tentative assessment of design recommendations, and consultant's assessment of need for additional exploration.

4. Field work will be conducted under the supervision of an experienced staff engineer or geologist.
 - a. Engineering properties of the foundation and subgrade materials will be evaluated by appropriate field and laboratory tests. Samples will be obtained from the borings for subsequent examination and laboratory testing. Earth materials will be visually classified in the field in general accordance with the Unified Soil Classification System. Field Classifications will be verified in the laboratory by visual observations and confirming tests where necessary. The following field and laboratory tests will be performed:
 - Standard penetration
 - In-situ moisture content and dry density
 - Maximum density/optimum moisture content
 - Grain size analysis
 - Atterberg Limits
 - Soluble sulphate content
 - Minimum electrical resistivity
 - pH
 - Sand equivalent
 - Resistance (R-value) test
 - b. If ground water or free water is encountered in the borings, the Engineer shall install at least one observation well and protect the installation with a box and cover that is flush with the ground.
 - c. Following the laboratory testing and analysis phase, meet and confer with the City to further review tentative design assessments.
5. Details pertaining to the field study and the test boring logs will be presented on a reproducible (mylar) Log of Test Borings measuring 24 inches by 36 inches.
6. Based on geologic evaluation and engineering analyses of the field and laboratory data, written reports will be prepared. The reports will summarize the physical data acquired in convenient form for reference and will present comments and recommendations to aid in design and construction of the proposed bridges, utilities, pavement, and earthwork. The following subjects will be covered in the reports:
 - a. Evaluation of types, locations, and engineering characteristics of the subsurface materials encountered.

The bridge foundation study shall be as a separate report. This report shall include a discussion of subsurface conditions,

laboratory testing, analysis recommendations and seismic design parameters that pertain to the bridge.

- b. Groundwater conditions.
 - c. General discussion of regional geology as it relates to the proposed construction and engineering seismology, including liquefaction potential.
 - d. Suitable foundation types for bridge structures.
 - e. Recommended design parameters for the most feasible methods of foundation support, including allowable bearing capacities and resistance to lateral loads.
 - f. Determine earthquake design parameters and site-specific design requirements in accordance with Caltrans Design Standards and AREMA design standards.
 - g. Concrete corrosion potential and recommendations.
 - h. Metal corrosion potential and design recommendations methods.
 - i. Evaluation and recommendations regarding excavation, temporary and permanent slopes and site grading. Earthwork design shall conform to Section 304 of the Highway Design Manual.
 - j. Lateral pressures for temporary shoring design.
 - k. Pavement section recommendations for all roads, trenches and site improvements (including parking lots) that consider heavy truck traffic loads. Pavement Structural Section design shall comply with Section 600 of the Highway Design Manual.
 - l. Comments on utility pipe bedding and trench backfill.
 - m. Comments on any hazardous waste material that may have been discovered.
7. Three (3) copies of the preliminary report will be presented for City review. Thereafter, review comments will be incorporated and three (3) copies of the final reports will be delivered to the City. The report shall bear the signature and stamp of the California Registered Civil Engineer in responsible charge. Digital copies of all final reports shall be provided.

E. Design Criteria

- 1. Meet with representatives of the City and Union Pacific Railroad to obtain design criteria for the improvements at the grade separation at the Monte Vista Avenue and Union Pacific Railroad crossing.

2. Establish design criteria for the grade separation crossing, bridge structure, drainage, water, utilities, sewer, traffic signal, if required, street lighting, erosion control, landscape improvements, and other related work.
3. The plans, designs, specifications, estimates, calculations, reports and other documents furnished under this Description of Work shall be a quality acceptable to the City, Union Pacific Railroad, and in accordance with Caltrans LAPM Chapters 11 and 12; Design Standard Plans, Specifications, and Estimate, respectively; and other applicable Chapters. The criteria for acceptance shall be a product of neat appearance, well-organized, technically and grammatically correct, and checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that of similar types produced by, and for, the City and Union Pacific Railroad.
4. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate and signature of the professional engineer responsible for their preparation.
5. Engineer shall have a quality control plan in effect during the entire time work is being performed under the Project contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back-checked, and all job-related correspondence and memoranda routed and received by affected persons and then bound in appropriate job files. Where several drawings show different work in the same area, means shall be provided to assure that conflicts and misalignment in both new and existing improvements do not exist. Evidence that the quality control plan is functioning may be requested by the City and Union Pacific Railroad. All plans, calculations, documents and other items submitted to the City and Union Pacific Railroad for review shall be marked clearly as being fully checked and that the preparation of the material followed the quality control plan established for the work.
6. Engineer shall provide photo-ready plans and specifications and provide all plans on an electronic file as required by the City and Caltrans Local Assistance upon completion of the final PS&E.

F. Design Standards

The plans, specifications and estimates shall be prepared in accordance with City of Montclair Standard Drawings and Specifications, latest State of California Department of Transportation State Standard Special Provisions and Standard Specifications (SSPs) and the "Caltrans Highway Design Manual". It is anticipated that the standard specifications for the Project will be SSPs. Other standard specifications will be listed as reference specifications. APWA Standard Drawings will be acceptable for the Project.

1. Roadway design shall be in accordance with the "Caltrans Highway Design Manual" and the City Standard Drawings. All dimensions shall be in English Units, not metric units. Where there are conflicts in applicability of English or metric Units, the Engineer shall utilize whichever method is deemed necessary to complete the work.
2. Basic design shall conform to the approved project report and the final environmental document.
3. Roadway, water, sewer, lighting, signal, landscape, traffic striping and signage, traffic control, erosion control and drainage plans shall be prepared on City standard plan and profile sheets.
4. Specifications shall be prepared in conformance with the current editions of the City Standard Plans and Specifications, and Caltrans' SSPs, latest edition. As part of the work involved in the preparation of the plans, specifications and estimates, the Engineer shall prepare and furnish to the City special provisions for items of work included in the plans that are not covered in the City's Standard Specifications or SSPs.

All contract special provisions are to be prepared on a microcomputer using software and file formats compatible with City computer system (Microsoft Word).

5. The Materials report shall be prepared in conformance with current editions of the State Manual of Test – Calif. Test 130.

G. Coordination Services

1. Conduct periodic coordination meetings with City, Union Pacific Railroad, Project Development team staff and representatives of other affected agencies (various Caltrans Division if phases 2A and 2B would be required), and utilities to review the progress of work, to obtain additional input and direction, and to ensure that the City's desires are being met. It is anticipated that monthly Project Design Team meetings will be required.
2. Confer with each utility owner regarding the need for the preparation of plans for new and relocated facilities.

The Engineer shall also contact each separate utility company on the project to determine the location, type and size of the affected facilities. The Engineer shall then field locate, horizontally and vertically, all such facilities accurately on the construction plans. The method for determining the accurate locations of all utilities will be left to the Engineer with the exception of underground "High-Risk Facilities," which shall be handled as follows:

High-Risk Facilities shall only be located horizontally by the Engineer. Upon determination of said horizontal locations, the Engineer shall immediately forward the high-risk data to the affected utility company and

coordinate the "Potholing" of such facilities with the affected utility company. When this potholing work has been completed, the precise alignment and elevation of the high-risk facilities shall be accurately plotted on the construction plans.

H. Structures

GENERAL

Engineer shall prepare and deliver to the City and UPRR the plans, specifications, and estimate for the construction of all structures on this project including those within UPRR's right-of-way. The bridge type shall be approved by the City.

A qualified independent engineer who is registered in the State of California shall be retained by the Engineer and approved by the City, to review the designs, calculations and cost estimates prepared by the Engineer.

1. Bridge Design Work

Construction details for each design shall be prepared on reproducible plan sheets. Each plan sheet shall be signed by the design engineer who produced the design and who is registered in the State of California.

Each design shall be independently checked by a qualified engineer retained by the Engineer and approved by the City and who is registered in the State of California. Each plan sheet shall also be signed by the Engineer who performed the independent design check.

The calculations for both the design and the independent design check shall be submitted as part of the PS&E submittal requirements.

2. Bridge Specifications

The Engineer shall use the State Standard Special Provisions (SSPs) and current Standard Specifications for bridge related work. The Engineer shall edit the SSPs and prepare Structure Special Provisions specific to this project. The Structure Special Provisions shall be signed by the design engineer who produced the design and who is registered in the State of California.

The bridge design shall conform to the State of California Division of Structures (DOS) Bridge Design Specifications, Bridge Design Details and Memos to Designers. In addition, railroad bridge designs shall conform to UPRR's requirements including AREMA (latest edition) design requirements. Any conflicts between the DOS and UPRR design requirements will be brought to the attention of the City.

3. Bridge Estimates

The Engineer shall prepare quantity calculations and develop unit costs for each contract bid item and prepare the bridge cost estimate. Quantities for all contract items shall be substantiated by calculations.

Quantity calculations shall be neat and orderly and shall show all sketches, diagrams and dimensions necessary to allow them to be independently used by field inspectors. All quantity calculations shall be independently checked, substantiated with calculations, and segregated by major construction categories (i.e. roadway items, structure items, etc.) as required by LAPM.

I. Right-of-Way Engineering (As required)

1. General (If required)

Provide personnel who are licensed to perform surveying in the State of California to accomplish various kinds of right-of-way engineering survey work required for the construction of the project. Said work may continue on as-needed basis until the construction project has been completed.

Said licensed personnel shall be in responsible charge of field survey crews searching for land net monuments. They shall also be in responsible charge of office crews analyzing and reducing field survey notes, title reports and deeds to be used in determining property line locations for use on maps and writing deeds.

When reference is made to the Procedure Handbook, it is meant the State of California Right-of-way Engineering Procedure Handbook, Volume 2, Right-of-way Engineering. When reference is made to the Drafting Manual, it is meant Chapter 5 of the State of California Drafting and Plans Manual.

The Engineer shall cause the following types of work to be done when requested by the City:

- a) Title Reports. The Engineer shall order a preliminary title report in conformance with the Procedure Handbook for each parcel required and shall supply updated title reports when a change of ownership occurs, when the title report is 12 months old, or when requested by the San Bernardino County's Right-of-way Department.
- b) Property Surveys. The Engineer shall perform property surveys and locate monuments that will be used in determining the location of ownership of property affected by the project. The Engineer shall also update or extend the furnished topographic or planimetric mapping to show features missing from the furnished maps when needed for appraisal purposes and to show features on appraisal maps.

- c) Appraisal Maps. The Engineer shall prepare appraisal maps for parcel appraisals. Appraisal maps shall conform to the Procedure Handbook and the Drafting Manual.
 - d) Acquisition Documents. The Engineer shall prepare acquisition and subordinate documents with appropriate clauses to be used in acquiring right-of-way. The documents and clauses shall conform to the Procedure Handbook. Title to parcels acquired shall be in the name of the City or Union Pacific Railroad, as applicable, and each document shall show the tax assessor's number as well as parcel number. Documents used only to acquire rights for utility purposes shall be in the name of the utility company, when appropriate.
 - e) Resolutions of Necessity. The Engineer shall prepare maps and condemnation descriptions for use with resolutions of necessity that shall conform to the Procedure Handbook and Drafting Manual.
 - f) Supplemental Maps. The Engineer shall prepare supplemental maps including, but not limited to, comparable sales maps, court exhibit maps, hardship maps, and protection maps.
 - g) Monumenting right-of-way. The Engineer shall set monuments on the final right-of-way line in conformance with said Section 10-07 of the Surveys Manual. A Record of Survey showing all found and set monuments shall be filed in conformance with the Land Surveyors Act.
2. Right-of-way related materials to be provided and/or prepared by the Engineer.
- a. Copies of survey field notes, raw data from data collectors, adjusted traverses, all signed by the licensed person in responsible charge.
 - b. List of all found and set monuments with descriptions and coordinates.
 - c. Right-of-way record maps.
 - d. Polyester copies of maps filed as required by the Land Surveyors Act.
 - e. A copy of the parcel file, along with all records of surveys, parcel maps, and any other maps used for establishing property lines.
 - f. All other reports, maps and documents required for the completion of the project.

3. Applicable Regulations or Guidelines

Engineer shall be responsible for obtaining permits where required by governmental agencies whenever work is performed outside City right-of-way.

4. Product Correction Procedures and Requirements

All data, maps, and documents produced by Engineer shall be subject to the approval and acceptance by the City as required to obtain right-of-way certification from Caltrans. In the event of non-acceptance due to errors or omissions, the Engineer shall have seven (7) calendar days to make corrections and return maps and documents to City.

5. Minimum Standards

All of the data, maps, and documents produced by the Engineer shall be done in a workmanlike manner and shall be of a quality appropriate and consistent with the work produced by reputable Engineers performing similar duties

The originals of index maps, appraisal maps, right-of-way record maps, application maps, relinquishment maps and vacation maps shall be on 24-inch by 36-inch, matte finish, 0.004" thick, mylar film. The appraisal maps and record maps shall be drawn to a scale of 1"=40', unless otherwise specified.

Property surveys shall conform to an accuracy standard minimum of 1:10,000. Bearings on maps and documents shall be shown to the nearest arc second and distances shall be nearest hundredth of a foot.

J. Construction Bidding Support

Bidding procedures will be the responsibility of the City. While the Project is being advertised for bids, all questions concerning the design intent shall be referred to the City. Items requiring interpretation of the drawings or specifications, discovered during the bidding period, shall be analyzed by the Engineer for decision by the City as to the proper procedure required. Corrective action taken may be in the form of an addendum request prepared by the Engineer and issued by the City. The Engineer will assist the City in review of bids and prepare a tabulation of the bids.

K. Construction Engineering Support

1. Engineer shall attend the pre-construction meeting with the successful construction contractor if requested to do so by the City.
2. The Engineer shall be available to visit the job on-site review of construction and other visits to the job site on a monthly basis, and as requested by the City to resolve any discrepancies in the contract documents.

3. Engineer shall prepare and deliver to the City the As-Built plans within two months of completion of the project.

III. Scope of Services to be provided by the Engineer

Services to be performed, per Section II, 'Description of Work'.

A. Phase 1 – Preliminary Engineering Services (35% Submittal)

1. **Coordination:** Conduct periodic coordination meetings with the City and UPRR staff and representatives of other affected agencies and utilities to review the progress of work, to obtain additional input and directions, and to ensure that the City and UPRR's desires are being met. It is anticipated that monthly meetings will be required. Attend meetings with City, UPRR, Caltrans (if phases 2A and 2B work are required) staff as necessary during the preliminary design to coordinate and review the work, obtain additional input and directions and coordinate the processing of plans and specifications.
2. **Research:** Complete research and data gathering. Meet with representatives of utility companies and research, obtain and review available maps and plans of major utilities and proposed utilities within the project area.
3. **Design Survey:** Complete aerial photography and ground surveys as needed to complete the Preliminary Engineering Services.
4. **Geotechnical Report:** Complete the geotechnical investigations, and the Material and Structural Foundation Reports.
5. **Base Map:** Develop base plan and profile mylars from aerial typography mylars. Base mylars will be at a scale of 1"=40' horizontal and 1"=4' vertical.
6. **Bridge Type Selection Report:** Analyze possible bridge types for two-span crossing of the UPRR tracks including initial construction costs and long term maintenance costs. Prepare bridge type selection report.
7. **Structures:** Coordinate review and approval of the preliminary bridge type, appearance, and details with the City and UPRR. Identify design features and positions of retaining walls. Prepare all submittals required by UPRR. Submit railroad bridge plans to UPRR for review and approval.
8. **Roadway:** Prepare preliminary plans and specifications outline for highway designs of Monte Vista Avenue, State Street, and connector roads, including removals, grading, cross sections, staging, median island improvements, if any, and drainage facilities including identifying need for pumping facilities, if required.

9. Electrical: Determine electrical service point capabilities and locations for all required electrical services. Prepare preliminary signal plans for two intersections. Prepare street lighting plans and coordinate with Southern California Edison for street lighting design. It is expected that street lighting on Monte Vista Avenue (including approaches), State Street, and connector road will be owned and maintained by Southern California Edison. Service will be unmetered. Street lighting on bridge and safety lighting at signalized intersections will be City-owned and maintained. Service will be metered.
 10. Utilities: Identify utilities that require relocation, both temporary and permanent. Meet with utility companies to determine their design and relocation requirements. Sewers are owned by the City. The design of sewer facilities relocations shall be included within the scope of services to be provided. Existing drainage facilities are owned by either the City or San Bernardino County Flood Control District. The design of storm drain facilities relocations shall be included within the scope of services to be provided. Water lines are owned by Monte Vista Water District. The design of water facilities relocations shall be included within the scope of services to be provided. Prepare a utility plan of the proposed utilities crossing under the railroad tracks and the proposed bridge. Accurately identify all existing utilities on the roadway plans. Identify any existing facilities to be removed or abandoned in place.
 11. Cost Estimate: Prepare preliminary quantity estimates for the project based on preliminary plans and proposed bid items. Prepare a preliminary project cost estimate (segregating roadway items and structure items) based on current unit prices and the above quantity estimates.
 12. Deliverables: Submit to the City one set of preliminary plans in a .pdf format, five sets of half scale 11x17 plans, five sets of quantity take offs and cost estimate in an Excel format, one set of specifications (outline) in Word format, one set of all survey notes (.pdf format acceptable) and five hardcopies of all printed data and reports.
- B. Phase 2 – Right-of-way and Environmental Services. It is not expected that right-of-way or environmental services will be required as part of this design. Should the need for additional right-of-way acquisition or environmental studies be identified in Phase I services, a separate scope of services and fee may be negotiated. The proposal shall include sufficient scope of work and information for phases 2A and 2B to comply with the funding and consultant selection requirements.
- C. Phase 3 – Final Design Services (65%, 100%, and Final Submittal). Services to be performed per Section II, 'Description of Work'. Upon written approval of preliminary plans by the City and UPRR, authorization to proceed with final design and plan preparation will be given. The Engineer shall prepare complete plans, specifications and bid documents for construction of project improvements including the following. Plans, specifications, cost estimates, and all relevant backup and support data are required at 65%, 100%, and final stages.

1. Coordination: Conduct periodic coordination meetings with the City and UPRR staff and representatives of other affected agencies and utilities to review the progress of work, to obtain additional input and directions, and to ensure that the City and UPRR's desires are being met. It is anticipated that monthly meetings will be required. Attend meetings with City and UPRR staff as necessary during the final design to coordinate and review the work, obtain additional input and directions and coordinate the processing of plans and specifications.
2. Roadway: Complete roadway and grade separation plans and profiles, including cross-sections, grading, staging, median island improvements (if any), and drainage facilities.
3. Structures: Complete plans for bridge, foundations, retaining walls, and all other structures for which the need is identified in Phase I.
4. Signalization: Complete signal improvement plans for the intersections of Monte Vista Avenue/connector street and State Street/connector street. Complete striping and signage plans for all streets within the project limits.
5. Streetlights: Complete street lighting plan including bridge deck lighting, bridge soffit lighting, and coordination with Southern California Edison (SCE) for SCE-owned lighting.
6. Utilities: Complete design of all temporary and permanent utility relocation plans. Confer and coordinate with each utility owner in the preparation of its plans for new or relocated facilities. Coordinate with utility companies on all utility work.
7. Landscaping: Develop and complete landscaping and irrigation plans for all graded areas within project limits except within railroad right of way.
8. Staging: Complete construction staging plan, traffic detour plans, temporary signalization (if needed), lane/street closure plan, and temporary traffic signal timing modifications recommendations.
9. Erosion and Sediment Control Plans: Develop erosion and sediment control plans in accordance County general permit.
10. Existing right-of-way acquisition agreements: The City has previously acquired what is currently believed to be all the right-of-way necessary to construct the grade separation project. The City entered into purchase sales agreements with several property owners for acquisitions of easements. Some commitments were made to perform additional work on those properties as part of the project. Consultant shall review all agreements to determine what these items of work are and incorporate them into the project documents, and obtain right-of-way certification from Caltrans.

11. Special Provisions/Standard Specifications: The Caltrans Standard Specifications shall be used for this project. Special provisions shall follow the Caltrans format.
 12. Cost Estimate: Prepare quantity estimates for the project based on plans and proposed bid items. Prepare a project cost estimate based on current unit prices, the above quantity estimates by segregating roadway items and structure items. Submit calculations supporting quantity takeoffs and cost estimates.
 13. Deliverables: Consultant shall furnish one set of signed mylar construction drawings (final submittal only), five sets of 65% and 100% plans, one set of unbound photo ready bid documents including half scale drawings (final submittal only), five sets of 65% and 100% bid documents, five sets of all final reports, and CD(s) containing all relevant project data (.pdf and .dwg formats for plans, .pdf for reports, Excel for quantity takeoffs and cost estimates, and Word for bid documents).
- D. Phase 4 – Construction Bidding/Construction Engineering Support: It is anticipated that the City will enter into an agreement with San Bernardino Associated Governments (SANBAG) to Advertise, Award, and Administer (AAA the project), and provide construction management for this project. It is also anticipated that SANBAG will retain the services of a qualified construction manager to handle construction management. Where City is used below, it shall be understood to mean City and/or SANBAG.
1. Bid Assistance: Assist the City with the Bid Phase in interpretation of the drawings or specifications during the bidding period and preparation of addenda if required. The Engineer will review bids and prepare a tabulation of the bids if so requested by City.
 2. Construction Engineering Support: Engineer shall attend the pre-construction meeting, visit the job site on a monthly basis and as needed to review construction to resolve any discrepancies in contract documents, and prepare any drawings necessary to clarify items of work or to support Contract Change Orders (CCOs) including federal eligibility of the CCOs.
 3. Record Drawings: Upon and within two months of completion of construction, prepare record drawings of what was actually built.

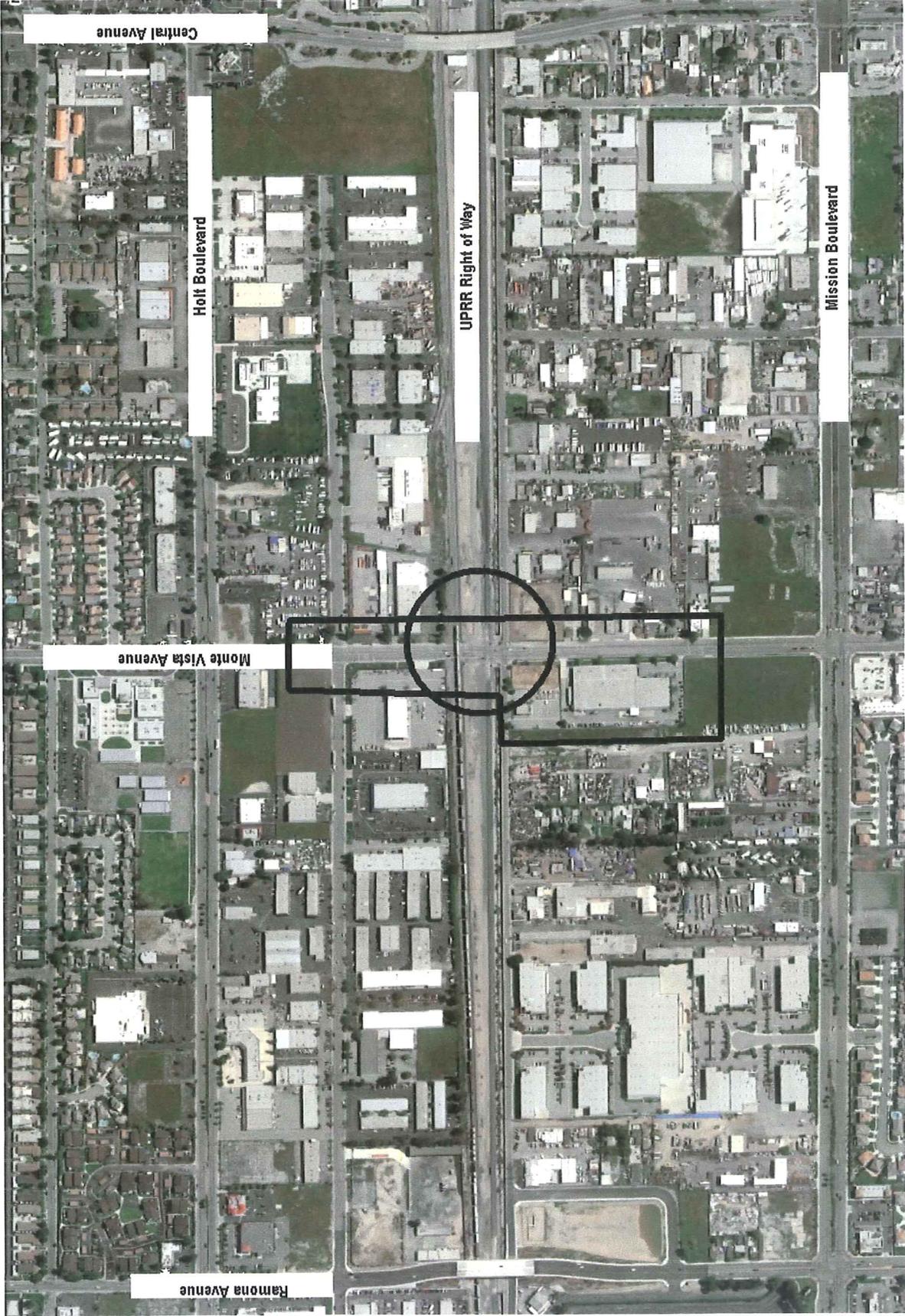


EXHIBIT B-VICINITY MAP

EXHIBIT 'D'

CITY OF MONTCLAIR
PROPOSAL RATING

PROJECT: MONTE VISTA AVENUE/UNION PACIFIC RAILROAD GRADE SEPARATION

CONSULTANT: _____

RATER/AGENCY: _____

| Evaluation Sheet* | | | |
|--|----------------|--------|----------|
| Criteria | Maximum Points | Rating | Comments |
| Understanding of the work to be done | 25 | | |
| Experience with similar kinds of work | 20 | | |
| Quality of staff for work to be done | 15 | | |
| Capability of developing innovative or advanced techniques | 10 | | |
| Familiarity with state and federal procedures | 10 | | |
| Financial responsibility | 10 | | |
| Demonstrated Technical Ability | 10 | | |
| Total | 100 | | |

Exhibit "E"

PROFESSIONAL SERVICES AGREEMENT

This **AGREEMENT** is made and entered into this ____ day of _____, 2014, by and between the **CITY OF MONTCLAIR**, a public entity (hereinafter referred to as "**CITY**") and _____, a California corporation/a partnership/a sole proprietor, (hereinafter referred to as "**CONSULTANT**").

A. RECITALS

1. CITY has heretofore issued its request for proposal pertaining to the performance of professional services with respect to Monte Vista Avenue/Union Pacific Railroad Grade Separation ("Project" hereinafter);
2. CONSULTANT has now submitted its proposal for the performance of such services;
3. CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, CITY's staff in the preparation of one or more phases of the Project;
4. CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

NOW, THEREFORE, IT IS AGREED by and between CITY and CONSULTANT

as follows:

B. AGREEMENT

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

a. Project: The preparation of all of the necessary maps, plans, reports, and documents with respect to the Project as outlined in the Scope of Services described in Exhibit "A" hereto;

b. Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the Project;

c. Completion of Project: The date of completion of all phases of the Project, including any and all procedures, development plans, maps, surveys, plan documents, technical reports, meetings, oral presentations and attendance by CONSULTANT at public hearings regarding the Project acceptance for construction is set forth in Exhibit "B" Project Schedule attached hereto.

2. CONSULTANT agrees as follows:

a. CONSULTANT shall forthwith undertake and complete the Project in accordance with Exhibit "A" and applicable with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of the CITY.

b. CONSULTANT shall supply copies of all maps, surveys, reports, plans and documents (hereinafter collectively referred to as "documents") including all supplemental technical documents, as described in Exhibit "A" to CITY within the time

specified in Project Schedule, Exhibit "B" hereto. Copies of the documents shall be in such numbers as are required by Exhibit "A". CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B2b may be extended upon a written approval of CITY.

c. CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such other persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

d. CONSULTANT shall, at CONSULTANT's sole cost and expense, secure the required issuance of a City Business License as a condition precedent to being engaged as a CONSULTANT within the CITY.

e. CONSULTANT shall maintain complete and accurate books, documents, papers, accounting records, and other evidence with respect to allowable costs incurred and manpower expended under this Agreement. All such records shall be maintained on the basis of generally-accepted accounting principles and shall be clearly identified and readily accessible. The CONSULTANT shall provide access during regular

business hours to authorized representatives of CITY to such data and records, and the right to inspect and audit all data and records of the CONSULTANT relating to its performance under this Agreement, and to make transcripts therefrom as necessary to allow inspection of all work data, documents, proceedings, and activities related to this Agreement for a period of four (4) years from the date of final payment under this Agreement.

3. CITY agrees as follows:

a. To pay to CONSULTANT a maximum sum of \$_____ for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants, and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the Schedule set forth in Exhibit "C".

b. Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be detailed in Exhibit "C" either with respect to hourly rates or lump sum amounts for individual tasks. In no event, however, shall said invoices exceed ninety-five percent (95%) of individual task totals described in Exhibit "C".

c. CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of ninety-five percent (95%) of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content

to CITY. Final payments shall be made not later than sixty (60) days after presentation of final documents and acceptance thereof by CITY.

d. Additional Services: Payments for additional services requested, in writing, by CITY, and not included in the Scope of Services as set forth in Exhibit "A" hereof, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in Exhibit "C". Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY agrees to provide to CONSULTANT:

- a. Information and assistance as set forth in Exhibit "A" hereto;
- b. Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Project;
- c. Such information as is generally available from CITY files applicable to the Project;
- d. Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT pursuant to this Agreement shall be considered the property of the CITY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to CITY by CONSULTANT. CONSULTANT may, however, make and retain

such copies of said documents and materials as CONSULTANT may desire.

Any use or reuse of the plans and specifications, except at the site intended, or any alteration or revision of the plans or specifications by the CITY, its staff, or authorized agents without the specific written consent of the CONSULTANT shall be at the sole risk of CITY. The CITY agrees to hold harmless and indemnify the CONSULTANT against all damages, claims and losses, including defense costs arising out of any such alteration or revision, or use or reuse at another site, by CITY, its staff or authorized agents.

6. Termination: This Agreement may be terminated by CITY upon the giving of written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, CONSULTANT shall be compensated at CONSULTANT's applicable hourly rates as set forth in Exhibit "C", on a pro rata basis with respect to the percentage of the Project completed as of the date of termination. In no event, however, shall CONSULTANT receive more than the maximum specified in paragraph 3a above. CONSULTANT shall provide to CITY any and all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this paragraph 7. The below-named individuals, furthermore, shall be those

persons primarily responsible for the performance by the parties under this Agreement:

CITY:

CITY OF MONTCLAIR

Name: _____

Title: _____

Address: P. O. Box 2308, Montclair, CA 91763

CONSULTANT:

Name: _____

Title: _____

Address: _____

Any such notices, demands, invoices or written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid, and properly addressed as set forth above.

8. Insurance: CONSULTANT shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. CONSULTANT shall take out and maintain at all times during the term of this Agreement the following policies of insurance:

a. Workers' Compensation Insurance: Before beginning work, CONSULTANT shall furnish to CITY a Certificate of Insurance as proof that it has taken

out full Workers' Compensation Insurance for all persons whom it may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California.

In accordance with the provisions of California Labor Code, Section 3700, every employer shall secure the payment of compensation to his employees. CONSULTANT shall, prior to commencing work, sign and file with CITY a certification as follows:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

b. Public Liability and Property Damage: Throughout the term of this Agreement, at CONSULTANT's sole cost and expense, CONSULTANT shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and CONSULTANT, comprehensive, broad form, general public liability and automobile insurance against claims and liabilities for personal injury, death, or property damage arising from CONSULTANT's activities, providing protection of at least One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, at least Three Million Dollars (\$3,000,000) for any one accident or occurrence, and at least One Million Dollars (\$1,000,000.00) for property damage.

c. Errors and Omissions: CONSULTANT shall take out and maintain at

all times during the term of this Agreement, a policy or policies of insurance concerning errors and omissions ("malpractice") providing protection of at least Five Hundred Thousand Dollars (\$500,000.00) for errors and omissions ("malpractice") with respect to loss arising from actions of CONSULTANT performing services hereunder on behalf of CITY.

d. General Insurance Requirements: All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California and policies required under paragraph 8b shall name, as additional insureds, CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that: (1) the insurer, insured and all subcontractors waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to CITY by certified mail. CONSULTANT shall furnish CITY with copies of all such policies promptly upon receipt of them, or certificate evidencing the insurance. CONSULTANT may effect for its own account insurance not required under this Agreement.

9. Indemnification: CONSULTANT shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents and employees from all liability from loss, damage, or injury to persons or property, including the payment by CONSULTANT of any and all legal costs and attorneys' fees, in any manner arising out of

any negligent or intentional or willful acts or omissions of CONSULTANT in the performance of this Agreement or any claim that CONSULTANT'S employees or agents are considered to be employees of CITY and/or entitled to any employee benefits from CITY, including but not limited to those available under CalPERS/PERL, including, but not limited to, all consequential damages to the maximum extent permitted by law.

10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

11. Independent Contractor: The parties hereto agree that CONSULTANT and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose including, but not limited to eligibility under CalPERS/PERL or any other benefits, to be employees of CITY.

12. Compliance with Laws: CONSULTANT shall comply with all applicable laws in performing its obligations under this Agreement.

13. Confidentiality: Information and materials obtained by the CONSULTANT from CITY during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the CONSULTANT for any purpose other than the performance of this Agreement.

14. Discrimination: The CONSULTANT agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the CONSULTANT agrees to comply with all County, State and Federal laws relating to equal

employment opportunity rights.

15. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the Court to be reasonable.

17. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed by all parties.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first set forth above.

CONSULTANT:

BY: _____

TITLE: _____

DATED: _____

CITY:

CITY OF MONTCLAIR, a Municipal entity:

BY: _____

TITLE: _____

DATED: _____

ATTEST:

CITY CLERK

DATED: _____

APPROVED AS TO FORM:

CITY ATTORNEY

DATED: _____

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
PROJECT SCHEDULE

EXHIBIT "C"
PROJECT PAYMENT SCHEDULE

Exhibit F-List of consultants-MVGSP

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| <p>AECOM 999 W Town & Country Road Orange, CA 92868 714-567-2501 www.aecom.com Greg Hefter-Greg.hefter@aecom.com</p> | <p>CH2MHILL 402 W. Broadway Suite 1450 San Diego, CA 92101 619-272-7263 www.ch2mhill.com Jerry Romana-Jerry.romana@ch2m.com</p> |
| <p>Dokken Engineering 2 Better World Circle Suite 120 Temecula, CA 92590 951-506-8895 www.dokkenengineering.com Mike Roberts-mroberts@sd.demial.com</p> | <p>JL Patterson 725 Town & Country Road Suite 300 Orange, CA 92868 714.835.6355 www.jlpatterson.com James Faber-jfaber@jlpatterson.com</p> |
| <p>Kimley-Horn and Associates, Inc. 765 The City Drive Suite 400 Orange, CA 92868 714-939-1030 www.kimley-horn.com Darren Adrian-darren.adrian@kimley-horn.com</p> | <p>Moffatt & Nichol 3780 Kilroy Airport Way Suite 300 Long Beach, CA 90806 562-426-9551 www.moffattnichol.com Keith Gillfillan-kgillfillan@moffattnichol.com</p> |
| <p>NCM Engineering Corporation 22362 Gilberto Suite 125 Rancho Santa Margarita, CA 92688 949-357-9015 - Cell www.ncmcivil.com William Nacimiento-William@ncmcivil.com</p> | <p>Parsons Brinckerhoff 451 East Vanderbilt Way Vanderbilt Plaza, Suite 200 San Bernardino, CA 92408 909-888-1106 www.pbworld.com/office Amy Cook-Cooka1@pbworld.com</p> |
| <p>Psomas 3 Hutton Centre Drive Suite 200 Santa Ana, CA 92707 714-751-7373 www.Psomas.com Jake Sharp-Jacob.sharp@psomas.com</p> | <p>Railpros 1255 W. Colton Avenue Redlands, CA 92374 909-283-0707 www.railpros.com Tina Day-Tina.day@railpros.com</p> |
| <p>Stantec Consulting 38 Technology Drive Suite 100 Irvine, CA 92618-2334 949-923-6000 www.stantec.com Bob Superneau-Bob.superneau@stantec.com</p> | <p>TMAD Taylor & Gaines 300 N. Lake Avenue 14th Floor Pasadena, CA 91101 626-463-2800 www.ttgcorp.com Majid Serraf-msarraff@ttgcorp.com</p> |
| <p>T Y Lin International 3550 Vine Street Suite 120 Riverside, CA 92507 951-788-4688 www.tylin.com Rodrigo-riverside@tylin.com</p> | <p>WKE Inc. 400 North Tustin Avenue Suite 275 Santa Ana, CA 92705 714-953-2665 www.wke-inc.com Carlos Cadena-ccadena@wke-inc.com</p> |
| <p>Willdan 2401 E. Katella Avenue Suite 450 Anaheim, California 92806-5982 Phone: 714-978-8200 Ray Wellington-rwellington@willdan.com</p> | |