



**Request for Proposal  
Noise and Vibration Study for a 41 unit townhome project  
Watt Communities – 255 S. Vermont Avenue**

**1. Invitation**

You are invited to submit a proposal for a noise and vibration study in accordance with the provisions contained herein. The noise and vibration study should provide analysis and recommended mitigation measures to reduce noise and vibration impacts to a level of “less than significant” as part of the CEQA evaluation of project impacts.

The Planning Department, located at 116 East Foothill Boulevard, Glendora, CA 91741 will accept proposals **via email** at [kjohnston@ci.glendora.ca.us](mailto:kjohnston@ci.glendora.ca.us) until **5:00 p.m. Friday, April 28, 2014.**

**2. Introduction**

The City is seeking to retain the services of a qualified and experienced acoustical engineering consultant to prepare a noise and vibration study for a proposed 41 unit townhome project located at 255 S. Vermont Avenue.

**3. General Scope of Work**

The following is a general outline of the scope of work to be provided by the Consultant. It is intended as a guide only and the specific scope of work to be provided by the consultant must be included in the proposal. The following description is not intended to exclude any firm from their ability to perform work as outlined.

While it is believed the project requirements set forth in this Request for Proposal are in a logical sequence and include all elements essential for a comprehensive project evaluation, those submitting proposals are advised to include any subject, procedure, or required items they believe have been overlooked. The Consultant is also encouraged to note required items they believe to be excessive or extraneous. The cost of such items to be added or deleted should be separately noted in the proposal. Similarly, any additional costs which must be expended to make the project complete shall be identified and listed separately in the proposal. The contract will be awarded based on respondent qualifications as determined to be the most advantageous to the City. The City reserves the right to reject any and all proposals without cause.

The scope of work shall include, at a minimum, the following:

The project would include traffic noise and vibration impacts to the proposed residential townhomes including street traffic and existing and future rail operations from the Metro Gold Line Authority rail line which adjoins the property on a portion of its northern boundary. Construction noise and vibration impacts from the project itself to surrounding neighborhoods should also be analyzed. A brief summary of the project is enclosed for your information.

**Existing Conditions:** The consultant shall investigate noise and vibration conditions as they currently exist to form a base line for the project.

**Noise and vibration impacts to the residential project:** The consultant shall analyze noise and vibration impacts to the proposed residential project based on the following thresholds:

- Interior noise threshold from Glendora General Plan – CNEL 45dBA
- Exterior noise threshold from Glendora General Plan – 70dBA
- FTA Vibration Annoyance threshold – 72 VdB

**Railroad noise and vibration:** The consultant shall investigate and become completely familiar with the existing freight line operation as well as the future Gold Line light rail operation and the noise and vibration impacts of those uses on the residential project.

**Construction noise and vibration:** The consultant shall analyze construction noise and vibration impacts from the project on surrounding residential properties.

**Cumulative impacts:** The consultant shall analyze the cumulative impacts on the residential project from street traffic and rail operations including the future operation of the Gold Line light rail commuter trains.

**Mitigation:** The consultant shall prepare mitigation measures to reduce all noise and vibration impacts to a level of “less than significant.”

**Meetings:** The consultant shall be prepared to hold at least 2 meetings with City staff including a Kick off meeting. The consultant shall also provide costs for attending at least one Planning Commission meeting and one City Council meeting if needed.

**Submittal documents:** The consultant shall provide copies of all draft noise and vibration documents to the Planning Department for review and comment. The consultant shall provide 10 bound copies of the approved final report along with a digital file to the Planning Department for public hearing.

#### 4. **RFP Format**

Please provide a statement of qualifications, resumes or project experience as part of the RFP submittal package. In order to facilitate the review and evaluation of the proposal, the proposal shall be organized using the following outline format:

1. Cover Letter

- Introduce project manager and point of contact for your firm
- Describe outside consultants, contractors and/or services that your firm will utilize
- Establish your firm's availability to commence with the project

2. Project Understanding and Approach

- Describe your understanding of the project and the City's needs and requirements
- Discuss recommended deviations from the General Scope of Work described above including an additional intersections you believe should be added or removed from those listed and why

3. Scope and Services

- Describe tasks required to perform the proposed services
- Describe deliverables to City for each task

4. Schedule

- Provide critical-path schedule identifying start and end dates for each task described in the Scope of Services
- Include City staff review periods and deliverable dates

5. Fee Proposal

- Provide a fee for each task described in the Scope of Services with a breakdown by labor category, hours, hourly rate, and direct costs
- State that Fee Proposal is "not-to-exceed" and includes all direct and indirect costs including all labor, employee benefits, mileage, equipment, materials, insurances, and reproduction costs

**5. Evaluation Criteria**

City Selection Committee will determine and recommend the most qualified firm based on the following criteria:

1. Technical approach to work and completeness of scope of services.
2. Proposed schedule for completing the scope of services.
3. Cost-effectiveness of proposed scope of services.

**6. Additional Information**

The selected Consultant is expected to execute the City's Agreement for Consultant Services without exception unless previously approved by the City Attorney. The selected Consultant and its sub-consultants are required to have current City of Glendora Business Licenses.

All inquiries should be directed to Kristen Johnston, Assistant Planner at 626-914-8213 or email [kjohnston@ci.glendora.ca.us](mailto:kjohnston@ci.glendora.ca.us).

## CITY OF GLENDORA

### AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 between the CITY OF GLENDORA, a municipal corporation, hereinafter referred to as "City" and \_\_\_\_\_, hereinafter referred to as "Consultant". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES. Consultant agrees to perform the services set forth in Exhibit A "SCOPE OF SERVICES" and made a part hereof. Consultant shall perform all of these services to the satisfaction of the City. Consultant represents and warrants that it has the qualifications, experience, licenses and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law.

2. STATUS OF CONSULTANT. 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 whatever against City, or bind City in any manner. Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City except information or reports required by government agencies to enable Consultant to perform its duties under this Agreement.

3. CONSULTANT KNOWLEDGE OF APPLICABLE LAWS. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

4. PERSONNEL. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services hereunder. 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 elected or appointed boards, officers, officials, employees or agents of City, 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 Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

5. COMPENSATION AND METHOD OF PAYMENT. Compensation and reimbursement to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof. The total compensation, including reimbursement for actual expenses, shall not exceed \_\_\_\_\_, unless additional compensation is approved in writing by the City Council or City Manager. Payments shall be made within thirty (30) days after receipt of each invoice as to undisputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant in 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

6. ADDITIONAL SERVICES OF CONSULTANT. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said additional services.

7. ASSIGNMENT. The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

8. FACILITIES AND RECORDS. 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.

9. TERMINATION OF AGREEMENT. This Agreement will commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_, unless otherwise extended by written agreement of the parties. This Agreement may be terminated with or without cause by either party upon ten (10) days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.

10. COOPERATION BY CITY. All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Scope of Services, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

11. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

12. RELEASE OF INFORMATION. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization excepting that information which is a public record and subject to disclosure pursuant to the California Public Records Act, Government Code §6250, et seq. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

If Consultant or any of its officers, employees, Consultants or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant's conduct, including the City's attorney's fees.

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. CONFLICTS OF INTEREST. Consultant covenants that neither Consultant nor any officer or principal of Consultant's firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of services herein. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by Consultant as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. If required by the City Manager, Consultant's principles, officers, employees or agents shall file disclosure statements pursuant to the Political Reform Act, Government Code Section 87200.

City understands and acknowledges that Consultant is, as of the effective date of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

14. DEFAULT. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to the Consultant. Default shall mean any failure to comply with any covenant, condition or term of this Agreement.

15. INDEMNIFICATION. City, its elected and appointed officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or to any other person for, and Consultant shall indemnify, defend, protect and hold harmless the Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable



attorneys' fees and disbursements (collectively "Claims"), which the Indemnitees may suffer or incur or to which the Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of negligent or willful acts or omissions of Consultant, its agents, officers, directors or employees, in performing any of the services under this agreement.

If any action or proceeding is brought against the Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify the Indemnitees as above provided, Consultant, upon notice from the City, shall defend the Indemnitees at Consultant's expense by counsel acceptable to the City. The Indemnitees need not have first paid any of the matters as to which the Indemnitees are entitled to indemnity in order to be so indemnified. The insurance required to be maintained by Consultant under paragraph 16 shall ensure Consultant's obligations under this paragraph 15, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this paragraph 15 shall survive the expiration or earlier termination of this agreement.

16. INSURANCE. The Consultant agrees to maintain in force at all times the following insurance with a current A.M. Best's rating of no less than A:VII:
  - A. Worker's Compensation insurance covering employees of the Consultant in such amounts as required by law.
  - B. Commercial General Liability insurance in the amount of One Million Dollars (\$1,000,000), naming the City as an additional insured.
  - C. Professional liability insurance in an amount of One Million Dollars (\$1,000,000).
  - D. Errors and Omissions liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence.
  - E. Automobile liability insurance in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
  - F. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Consultant shall reduce or eliminate such deductible or self-insured retentions as respects the City, its officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
  - G. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
  2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Consultant, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
  3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
  4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after (30) day's prior written notice by Certified Mail, Return Receipt Requested, has been given to the City.
- H. Consultant shall furnish the City Clerk annually with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications in the form of a Certificate of Insurance.

17. NON-DISCRIMINATION CLAUSE. Consultant shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement and shall comply with the provisions of the State Fair Employment Practices Act as set forth in Part 4.5 of the Division 2 of the

California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order No. 11246; and all administrative rules and regulations issued pursuant to such acts and order.

18. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101, et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

19. ENTIRE AGREEMENT. This Agreement is the complete, final, entire and exclusive expression of the Agreement between the parties hereto and 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 representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

20. NO PRESUMPTION RE: DRAFTER. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

21. ASSISTANCE OF COUNSEL. Each party to this Agreement warrants to each other party, as follows:

- A. That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this Agreement, and all related documents; and
- B. That each party has lawfully authorized the execution of this Agreement.

22. 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 Los Angeles County Superior Court.

23. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by the City Council and the Consultant. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

24. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind Consultant to the performance of its obligations hereunder.

25. NOTICES. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered, or sent by facsimile and certified mail, postage prepaid and return receipt requested, on the party to be notified, addressed as follows:

To City  
Attention: Planning Director  
City of Glendora  
116 East Foothill Boulevard  
Glendora, California 91741

To Consultant

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

26. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

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

Consultant, \_\_\_\_\_

By: \_\_\_\_\_

Consultant Name

CITY OF GLENDORA

By: \_\_\_\_\_

Chris Jeffers, City Manager

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Consultant shall provide services related to noise and vibration study for the Watt Communities development per the attached Scope of Work and Project Schedule.

**EXHIBIT "B"**  
**COMPENSATION**

- I. Consultant will be compensated for performance of the Services per the attached Cost Proposal.
  
- II. City will compensate Consultant for the Services performed upon submission of a valid invoice.