

REQUEST FOR PROPOSALS



The Public Works Department is requesting proposals for:

HSIP CYCLE 8 TRAFFIC SIGNAL IMPROVEMENTS FEDERAL PROJECT H8-07-046

RELEASE DATE: January 25, 2018

RESPONSE DUE: March 1, 2018

NOTICE INVITING BIDS

Notice is hereby given that sealed proposals will be received by the City of San Fernando, California, for furnishing the following:

**HSIP CYCLE 8 TRAFFIC SIGNAL IMPROVEMENTS, FEDERAL AID PROJECT NO.
H8-07-046, CITY PROJECT NO. 7598**

in strict accordance with the Specifications on file in the office of the SAN FERNANDO PUBLIC WORKS DEPARTMENT, 117 Macneil Street, San Fernando, California, 91340. Copies of specifications and proposal documents may be obtained from the City's website at sfcity.org.

Five (5) original and one (1) electronic copy of the proposal must be submitted to the CITY CLERK in a sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, no later than **11:00 a.m. on Thursday, March 1, 2018**. Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: _____
Elena Chavez, City Clerk

Published in The San Fernando Sun on January 25, 2018.

GENERAL INFORMATION

NATURE OF WORK:

The City of San Fernando ("City") is interested in contracting with an experienced professional engineering firm to provide traffic engineering design services related to the HSIP Cycle 8: Traffic Signal Improvements Project.

The scope of work will consist of the preparation of Environmental Documents and Technical studies, and all other related documents and/or reports, to comply with applicable local, state and federal regulations, policies, procedures, manuals and standards necessary to obtain CEQA/NEPA environmental approvals; preparation of Plans, Specifications and Estimates (PS&E) for the Project; and construction support. It is imperative that all activities associated with this project conform to the Caltrans Local Assistance Procedures Manual; otherwise, federal funding will be jeopardized.

PREVAILING WAGES:

In accordance with the California State Labor Code, prevailing wage rates apply to this project. The City believes that open competition for services and products provides the City with the best results for its public dollars. The City is interested in receiving responsive and competitive proposals from experienced and qualified firms to design the City of San Fernando Traffic Signal Improvements Project.

DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE:

This project is subject to compliance monitoring by the Department of Industrial Relations.

Contractor and/or subcontractor must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be awarded a contract for public works on a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

DEFINITION:

"Contractor or Subcontractor" shall mean a firm, corporation, partnership or association who will be subsequently responsible or will engage in the performance of any contract for a public works project, subject to labor compliance program as determined by the Department of Industrial Relations.

BACKGROUND

The City of San Fernando was incorporated in 1911 and is currently organized according to the City Council/City Manager form of government with six departments, including a Police Department, Public Works Department, and Recreation and Community Services Department. The City employs approximately 127 full-time employees from a total Adopted Budget for fiscal year 2017-2018 of \$41.6 million, which includes a General Fund budget of \$19,003,087 million. The City is a cost conscious provider of outstanding public services to its citizens and local businesses.

The City of San Fernando was awarded funding for Caltrans' Call for Projects for HSIP Cycle 8 to modify the traffic signals at nine (9) intersections in the City along the Metrolink Corridor of the City. The purpose of the City's request is to modify selected traffic signals to install larger signal heads, additional street lighting and protected left turn phase signals at existing left turn lanes. These signals will eventually be part of another project resulting in traffic signal synchronization.

The City's grant application to Caltrans requested HSIP federal funds in the amount of \$1,096,000 project, consistent with the HSIP federal program reimbursement rate of 100% of project costs.

As a federally funded project, the Project requires environmental clearance pursuant to both the California Environmental Quality Act ("CEQA") and the National Environmental Policy Act ("NEPA"). The City is the Lead Agency with regard to CEQA, and the Federal Highway Administration ("FHWA") has delegated its authority for NEPA to Caltrans. The selected firm will be required to provide professional services necessary to obtain CEQA and NEPA approvals. Given the scope of the Project, it is anticipated that the Project will require an Initial Study leading to a Categorical Exemption in accordance with CEQA regulations, and a Categorical Exclusion in accordance with NEPA regulations. The City has federal HSIP funds of \$65,600 for the Preliminary Engineering phase of the Project.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to the City in a creative, cost-effective & service-oriented manner.

B. Questions/Clarifications

Please direct any questions regarding this RFP to Kenneth Jones, Management Analyst, via e-mail at kjones@sfcity.org. Questions must be received by 5:30 p.m. on **Tuesday, February 20, 2018**. All questions received prior to the deadline will be collected and responses will be emailed by **Thursday, February 22, 2018**.

C. Submission of Bid Proposals

All bid proposals shall be submitted to the City Clerk, Elena Chávez, at 117 Macneil Street and the subject line of the email shall read, "City of San Fernando RFP – HSIP Traffic Signal Improvements." Proposals must be received no later than Thursday, **March 1, 2018 at 11:00 a.m.** All proposals received after that time will not be accepted.

A total of five (5) hardcopies of the proposal and one (1) PDF file on a compact disc (CD) shall be provided. The proposal shall be signed by a company official with the power to bind the company and submitted to the City of San Fernando.

D. Withdrawal of Proposals

A firm may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

E. Rights of City of San Fernando

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard form professional services agreement contract will be signed subsequent to City Council review and approval of the recommended firm.

G. Collusion

By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

H. Proposal Validity

Services, pricing and warranties indicated in the Consultant's Proposal must be valid for a period of 120 days after the submission of the Proposal

I. Joint Offers/Subcontractors

Where two or more Contractors desire to submit a single Proposal, they should do so on a prime-subcontractor basis. If subcontractors are used, the Contractor shall provide the same assurances of competence for the subcontractor plus the demonstrated ability to manage and supervise the subcontracted work. Subcontractors shall not further subcontract with others for work under this Agreement. The provisions set forth in this agreement shall apply to all subcontractors.

J. City Responsibilities

The City will provide information in its possession relevant to preparation of required information in the RFP. The City will provide only the Staff assistance and documentation specifically listed to herein.

K. Addenda

Any changes in the RFP from the date of issuance to the due date will result in an addendum or amendment. Notification of such document will be posted on the City's website. It will be the sole responsibility of the Contractor to check the website for updates.

L. Licenses and Permits

The selected Contractor shall be required to obtain a City of San Fernando Business License and provide a copy to the Project Manager.

M. Insurance

1. The selected Contractor shall be required to maintain and comply with the insurance coverages, liabilities and provisions of the current Standard Agreement or Amendments. The following insurance policies shall be submitted at the Contractor's own cost and expense and shall procure and maintain, for the duration of the contract:
 - a) Workers Compensation Insurance as required by law. All subcontractors shall be similarly required to provide such compensation insurance for their respective employees. Notice of Cancellation or Non-Renewal of policy shall be provided to the City at least 30 days prior to such change. The insurer agrees to waive all rights of subrogation against the City, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the City.
 - b) General Liability Coverage shall be maintained by the contractor in the amount of two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 - c) Professional Liability Insurance shall be maintained by the contractor at all times during this Agreement. The Contractor shall maintain professional omissions and errors liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the Contractors operations, whether such operations are by the Contractor or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit—per-occurrence basis. When coverage is provided on a "claim made basis," Contractor will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Contractor for all claims made by the City arising out of any errors or omissions of Contractor, or its officers, employees or agents during the time this Agreement was in effect.

2. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by the City, and shall be endorsed as follows. This shall apply to all contractors and subcontractors.
 - a) “The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additionally insured with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations.”
 - b) The policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have shall be considered excess insurance only and shall not contribute with this policy.
 - c) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - d) The issuer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, agents and volunteers.
 - e) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, elected or appointed officers, officials, employees, agents and volunteers.
 - f) The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.
3. Contractor agrees to provide immediate notice to the City of any claims or loss against Contractor arising out of work performed under this agreement.
4. Original Certificates of Insurance shall be provided to the City prior to commencing work.

SCOPE OF WORK

DESCRIPTION:

The scope of work shall consist of the preparation of Environmental Documents and Technical studies, and all other related documents and/or reports, to comply with applicable local, state and federal regulations, policies, procedures, manuals, and standards necessary to obtain CEQA/NEPA environmental approvals, preparation of Plans, Specifications and Estimates for the Project, and construction support. It is imperative that all activities associated with this project conform to the Caltrans Local Assistance Procedures Manual, otherwise, funding will be jeopardized.

The work for this project includes the installation of larger signal heads, additional street lighting and protected left turn signal phases where left turns currently exist and all appurtenant work necessary to have a fully functional system. A total of nine intersection form part of this project. The intersections include:

- First Street at Hubbard Avenue
- First Street at N Maclay Avenue
- San Fernando Road at N Brand Boulevard
- San Fernando Road at N Maclay Avenue
- San Fernando Road at Hubbard Avenue
- Truman Street at Wolfskill Street
- Truman Street at N Brand Boulevard
- Truman Street at N Maclay Avenue
- Truman Street at Hubbard Avenue

As part of the design, the Consultant will also be required to establish the requirements to connect the traffic signals to a future Traffic Signal Synchronization with the City of Los Angeles Department of Transportation. The work shall be in accordance with the requirements of latest versions of Caltrans Local Assistance Procedures Manual (LAPM), Caltrans Standard Plans, and California Manual on Uniform Traffic Control Devices (MUTCD).

In general, the professional consulting services to be furnished for this project, will include but not be limited to: facilitating all meetings including recording and distribution of meeting minutes; preparation of Preliminary Environmental Study (PES); environmental documents based upon results of PES; field survey, potholing of underground facilities; coordination with utility companies for relocation of their facilities which conflict with the proposed improvements, performing research as needed; preparation of Plans, Specifications, and Estimate (PS&E) to include traffic signal modification plans, signing & striping plans, street improvement plans; preparation of detailed estimate of quantities and cost estimate; preparation of technical specifications; review of the project site to ensure plans are complete

and accurate; attend the preconstruction meeting, answering all questions regarding the design and providing constructions support; and preparation of as-built drawings.

The Consultant shall complete various tasks involved in planning, right-of-way review, NEPA and CEQA clearances, Plans, Specifications, Engineer’s Estimate (PS&E) preparation, bidding, and construction support. A general description of the scope of services is outlined in the following section, but the Consultant shall anticipate any additional coordination or scope needed to meet the project goals and objectives in their proposal.

SERVICES:

A. GENERAL

1. Meetings

As a minimum, the Consultant shall schedule and attend meetings in the planning phase as follows:

- a. Kickoff meeting including sub-consultants (if any).
- b. Project Team meetings, monthly.
- c. City Council Meeting/Council Study Session

2. Coordinate with Los Angeles Department of Transportation (LADOT) Traffic Signal Synchronization System

The Consultant shall coordinate with LADOT as it pertains to the Automated Traffic Surveillance And Control (ATSAC) signal system. The City will be utilizing signal controller and software systems that directly integrated with LADOT’s ATSAC signal system.

3. Schedule

The design for this project shall be completed four (4) months from the award of contract. A schedule shall be provided to the City in both digital and hard copy. An updated schedule is to be handed out during the Project Team Meetings. Any delays due to Caltrans review of environmental documents will result in extension of time for completion of the design phase of the project.

The project schedule shall be divided into tasks and subtasks in full detail including, but not limited to, City function timeline, critical path, and other outside sources such as agencies or utilities. Some of the tasks shall be, but are not limited to, planning, environmental, design, relevant City Council meetings, Caltrans review, advertising, and construction. The schedule is to indicate anticipated durations for all tasks.

B. PHASE I – PLANNING, ENVIRONMENTAL, AND CONCEPTUAL DESIGN (50% COMPLETE)

1. Traffic Counts and Level of Service Analysis

- a. Consultant shall obtain AM Peak and PM Peak turning movement counts at each intersection.

b. Consultant shall prepare level of service analysis with protected/permissive and protected left turn phases at the intersection.

c. Provide recommendations for the left turn phasing.

2. Research of Record Information

a. The Consultant shall provide engineering services related to the research and investigation of utility company and agency records to secure all the information required to identify, locate and accurately layout all underground improvements, easements, centerline, right-of-way and private property lines. The research should include, but not be limited to, utility maps and street improvement plans.

b. The City will provide copies of available pertinent City records, such as street plans, traffic.

3. Environmental

The environmental procedures shall be in compliance with the Caltrans Local Assistance Procedures Manual (LAPM). The Consultant shall prepare Preliminary Environmental Study (PES) and submit to Caltrans for review and comments. The consultant shall prepare all necessary technical studies based upon Caltrans direction and findings from the prepared PES.

The Consultant shall prepare, submit, and coordinate with Caltrans through final approval of the environmental documents on behalf of the City. The City will review all documents before submission to Caltrans. Consultant will perform all required environmental research and analysis necessary for the project, pursuant to CEQA and NEPA requirements, as well as the policies and procedures contained in Caltrans' Environmental Handbook and Local Assistance Procedures Manual. Prepare an Initial Study leading to Categorical Exemption in accordance with CEQA regulations, and a Categorical Exclusion in accordance with NEPA regulations.

The Consultant shall ensure complete environmental documents and reports are submitted for review. The Consultant shall address all comments generated by the City and/or Caltrans in order to receive a final approval.

4. Surveying and Topographic Mapping

The Consultant shall perform all surveys necessary for the concept drawings and the design of the project establishing a uniform stationing on all streets, increasing northerly and easterly.

The Consultant shall collect field survey data necessary for the design of the proposed improvements along the roadway which shall include the preparation of

topographic base mapping through field survey methods. The field survey data shall be compiled to develop a topographic base map of the project area.

Topography shall include, but not be limited to, all features within the City's right of way and 25 feet beyond. The topography shall extend a minimum of 300 feet beyond all intersections.

Field survey information shall also include all features within and around the project area. The consultant shall perform detailed surveying work, including the tie-out of any and all existing survey centerlines and property corner monuments that could be disturbed and affected by the proposed work.

5. Utilities Coordination

The Consultant shall conduct existing utility research for all utilities within the project limits to identify, locate, and accurately layout all underground improvements.

The Consultant shall identify all utilities that could potentially conflict with the planned project, and determine special requirements for facilities including protection, relocation, right-of-way, easements, and construction. Consultant shall coordinate with the appropriate utility companies for work that affects its specific utility. If required to establish electrical service or modifications to electrical service, Consultant shall coordinate with Southern California Edison's Service Planner for appropriate connections and designs.

6. Utility Potholing

If trenching is required at an intersection, the Consultant shall pothole all underground utilities to determine the depth for clearance or conflicts for any underground improvements such as gas lines, telephone lines, electrical lines, sewer lines, water lines, storm drain lines, etc. The Consultant shall submit to each utility company a preliminary set of plans that provide the location, elevation of the utility, and the elevation of the improvement with the conflict area clouded to show the utility companies the areas of conflict with the proposed improvement. The potholing information and plan shall be submitted to the City after completion of that task. It will be the responsibility of the Consultant to notify Underground Service Alert and provide traffic control during potholing operation.

7. Right-of-Way

There is no right-of-way acquisition anticipated for this project. The Consultant is required to perform basic right-of-way research to ensure the needed rights-of-way are identified and provide Right-of-Way Certification for Caltrans project clearance for authorization to proceed with construction. The improvement plans shall show existing property lines with all right-of-way and easement areas.

8. Preliminary Design (Conceptual Layout Plans, 50%)

The Consultant shall prepare conceptual layout plans showing tentative equipment locations, signing & striping changes, if required, ADA compliant pedestrian countdown signal heads, etc.

9. Submittals

a. The Consultant shall submit two (2) sets of bond copies of the preliminary design drawings with each submittal for checking by the City, along with the previous red-lined check prints. The Consultant shall perform quality control on all submittals. The design drawings should be as complete, accurate, and error-free as possible before plan checking is considered, in order to reduce the number of plan checks required and related costs therefore to the City and Consultant.

b. The Consultant shall, at no additional cost to the City, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings, which are discovered subsequent to the completion of the plan checking process.

c. Consultant shall submit all necessary PES documentation to the City for initial review. Upon City review and addressing any comments, the Consultant shall submit the PES and supporting documents to Caltrans District 7, DLAE for review. The Consultant shall address all Caltrans comments required to receive final approval.

C. PHASE II – ENGINEERING DESIGN – PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)

Work on this phase shall not commence until the completion of the environmental document. Any work performed in this phase prior to environmental approval cannot be billed by the Consultant and will be subject to rework at the Consultant's expense. The design shall include all the work involved for providing documents, plans, specifications, and estimates for implementing the Project. The design shall conform to requirements of City of San Fernando, Caltrans LAPM, Caltrans standard plans (latest version), and CAMUTCD (latest version).

1. Improvement Plan Preparation

The improvement plans, traffic signal plans, and striping and signing plans shall be in accordance with the current City of San Fernando standard plans or standards approved by the City Engineer. Existing utilities shall be indicated in plan view. All plans shall be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, and shall consist of:

a. **Title Sheet** – include title sheet per current City requirements.

b. **Detail Sheets** - include typical sections and other details as required.

c. **Traffic Signal Plans** – include traffic signal modification plans for the selected nine intersections. The traffic signal modification plans shall address the installation of the proposed signal heads, street lighting and protected left turn phase signals. Other relevant features of the traffic signal design include provision of emergency vehicle pre-emption, protection of existing communication facilities, evaluation of the existing battery back-up system in the service pedestal, pedestrian countdown heads, and any other improvements necessary for the new traffic signal and/or traffic signal modification as directed by the City. The plans shall show lane dimensions, signal pole and push button pole placements, controller and power meter cabinet placements, conduit runs and hand holes or pull box placements, lane channelization, circuitry and conductor schedules, phase schedules, schedules for signal heads, emergency vehicle pre-emption details, and all other notes, schedules, details and/or drawing components required for complete traffic signal construction plans.

d. **Striping and Signing Plans (if required)** – include existing and proposed striping, crosswalks, traffic lane widths, and existing and proposed signing per the Manual on Uniform Traffic Control Devices or Caltrans Standard Specifications.

2. Deliverables

The design deliverables shall include, but not be limited to: Providing Improvement Plans ink on Mylar ready for advertising and bidding, along with Specifications (including appendices), and a complete Estimate, all wet seal stamped and signed by a licensed California Civil Engineer. The design shall be in compliance with current Federal Americans with Disabilities Act (ADA) and State Title 24 requirements, whichever is more restrictive. The design and scope of services shall also include: complete and detailed estimate of quantities; construction cost estimate; answers to all questions regarding the design during design, bidding and construction; review of the project site to ensure that the Plans are drawn correctly; and attendance at project related meetings, including the pre-construction meeting.

The Plans, Specifications, and Estimate must conform to City of San Fernando standards and practices. The Consultant shall provide clear, concise, and complete plans and profiles which shall include, but are not limited to, the following items: project title; vicinity (location) map; title blocks; north arrows; scales 1"=20' for traffic signal and roadway improvements (nothing precludes the requirement to have drawings at a larger scale or larger scale for details); general notes; construction notes; construction legend; telephone numbers of utilities and other affected agencies and businesses; details; existing improvements; power poles; driveway approaches; water services; sewer manholes and water valves; pedestrian ramps; curb returns; traffic stripes and thermoplastic legends; signs; traffic signals; video detection; details of private improvements to be reconstructed (if any), or relocated, such as driveways, fences, gates, irrigation systems, trees and landscaping; overhead utility lines; and other details that are of benefit to the design of the project.

a. All drawings shall be prepared with AutoCAD software or design software that is compatible with the AutoCAD software approved by the City. The design shall be plotted using permanent drafting ink on Mylar, and drafted on twenty-four inch by thirty-six inch (24" x 36") Mylar sheets. The final plans shall be signed by a Civil Engineer registered in the State of California. The originals and the electronic data of these drawings are to be considered property of the City at all times, and shall be submitted to the City, along with a USB Flash Drive in AutoCAD format upon completion or as otherwise directed by the City. The electronic data shall also include all survey data and point information.

b. The City will provide the Consultant with its boilerplate Specifications and Technical Provisions in Microsoft Word 2010 format. The City will be responsible for compiling the Project Specification. The Consultant will provide a write up for the project specific scope of work in the Technical Specifications and provide special Technical Provisions beyond the City's standard Technical Provisions. The Specifications shall be signed by the consultant Civil Engineer registered in the state of California that is complete and ready for bidding purposes and awarding contracts for construction of the improvements. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) will be used on the project, except for traffic signals, striping, and traffic signing. Caltrans Standard Specifications will be used for the traffic signals, striping, and signing.

3. Submittals to City, Agencies, Utilities, Etc.

a. The Consultant shall submit two (2) sets of bond copies of the design drawings with each submittal for checking by the City, along with the previous red lined check prints. The design drawings should be as complete, accurate, and error-free as possible before Plan checking is considered, in order to reduce the number of Plan checks required and related costs therefore to the City and Consultant. Submittals shall be 35% Conceptual, 65%, 100%, and final.

b. The Consultant shall submit two (2) sets of quantity calculations with each submittal for checking by the City, along with the previously checked calculations.

c. The Consultant shall submit two (2) sets of the contract documents with each submittal for checking by the City, along with the previous check prints. A USB Flash Drive in Microsoft Word format containing the final Contract Documents shall be submitted to the City.

d. The City shall receive a copy of all correspondence, transmittals, submittals, and letters sent to utilities and agencies regarding the project.

4. Final Estimate of Quantities and Costs

The Consultant shall provide a construction quantity and cost estimate with each submittal of plans. The unit costs shall be based upon the most current cost information for recent similar projects in the area compiled by the Consultant and approved by the City.

a. The estimated items of work with quantities shall include but not be limited to: itemizing all removals, relocations, traffic signal equipment, traffic signal wiring, survey monument wells, pavement legends & striping, signs, traffic control, raised pavement markers, and project signs. The estimated items of work with quantities shall be arranged in chronological order of construction and shall contain all the information needed to prepare the Engineer's Estimate of Costs.

b. The Consultant will be required to periodically submit updated preliminary cost estimates as design progresses.

c. The Consultant's final construction cost estimate shall be based upon, and in agreement with, the final items of work with estimated quantities. Computations showing estimated quantities and costs for each location of work as well as the sum totals shall be submitted to the City for review along with a set of plans showing items of work with quantities on each sheet. Submission of computations does not relieve the Consultant's responsibility of submitting an accurate estimate of quantities.

5. Reproduction of the Design Drawings and Contract Documents

The City will have digital copies of the design drawings and Contract Specifications reproduced for bidding purposes.

6. Questions During Bidding And Pre-Construction Meeting

The Consultant shall answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the bidding process. The Consultant shall assist the City, at no charge, in preparation of Addenda regarding omissions or conflicts in the design.

D. PHASE III – CONSTRUCTION SUPPORT

1. Pre-Construction Meeting

The Consultant shall attend the Pre-construction Meeting and answer questions regarding the Technical Provisions and the design drawings during the meeting.

2. Construction

a. Questions During Construction

The Consultant shall be available to review design change request and assist the City in issuing Contract Change Orders. A line item shall be included in the proposal for design change request during construction. The Consultant shall be available to answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the construction, and assist the City in issuing Contract Change Orders regarding omissions or conflicts in the design.

b. Preparation of As-Built Drawings

The Consultant shall incorporate all redline comments prepared by the Contractor and project inspector on the signed design plans. The as-built drawings shall be provided to the City and approved prior to the release of the final progress payment. A line item shall be included in the proposal for as-built drawings.

4. PROPOSAL REQUIREMENTS:

Disadvantaged Business Enterprise (DBE) Requirements:

This project is funded by federal funds, and the selected firm's final contract is subject to applicable provisions of the Caltrans Disadvantaged Business Enterprise (DBE) Program Plan as it relates to local agencies. The DBE Program Plan is prepared in accordance with U.S. Department of Transportation (DOT), 49 CFR, Part 26 regulations.

Firms replying to this RFP shall review the Notice to Proposers – Disadvantaged Business Enterprise Information (Exhibit 10-I), included as **Exhibit 1 (a separate file to download*)** to this RFP. Additionally, firms should review the Caltrans Local Assistance Procedures Manual ("LAPM"), Chapter 10 "Consultant Selection", to be aware of the Caltrans regulations and requirements if being selected for the Project. The City will be utilizing the "One Step RFP" process as identified in the Chapter 10 of the LAPM.

It is the policy of City of San Fernando to ensure that DBE's, as defined in 49 CFR, Part 26, have an equal opportunity to receive and participate in federal-aid contracts. It is also the City's policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- To create a level playing field on which DBE's can compete fairly for DOT-assisted contracts.
- To ensure that the City's DBE participation percentage is narrowly tailored, in accordance with applicable law.
- To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBE's.
- To help remove barriers to the participation of DBE's in DOT-assisted contracts.
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

DBE's and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). Firms submitting a proposal in reply to this RFP should ensure that DBE's and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. Firms shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of its subcontracts.

Firms are encouraged to use services offered by financial institutions owned and controlled by DBE's.

City of San Fernando operates under a state-wide DBE Program administered by Caltrans. Federal-aid contracts will contain varying percentages of Disadvantaged Business Enterprises (DBE) participation goals that selected firms will be required to meet or, alternatively, perform a good-faith effort to meet as a condition of award of a contract.

For this phase of the Project, the City's DBE participation level is 12.5%. If portions of the work required by the Project are not assigned by sub-contract to DBE firms equal to or exceeding the participation level, the selected firm will be required to demonstrate that appropriate good faith efforts were made.

A "Consultant Proposal DBE Commitment" Exhibit 10-O1 form and a "Consultant Contract DBE Commitment" Exhibit 10-O2 form will be included in the Agreement documents (see **Exhibit 1**) to be executed by the successful firm. The purpose of these forms is to collect data required under 49 CFR, Part 26. Even if no DBE participation will be reported, the successful firm must execute and return the forms.

Firms replying to this RFP are advised to read more about the Caltrans DBE Program by visiting the Caltrans DBE website at: www.dot.ca.gov/hq/LocalPrograms/DBE_CRLC.html.

General Requirements:

The firm's proposal should describe the methodology to be used to accomplish each of the project tasks. The proposal should also describe the work which shall be necessary in order to satisfactorily complete the task requirements.

Please note: this RFP does not identify each specific, individual task required to successfully and completely implement this project. City of San Fernando relies on the professionalism and competence of the selected firm to be knowledgeable of the general areas identified in the scope of work and to include in its proposal all required tasks and subtasks, personnel commitments, man- hours, direct and indirect costs, etc.

Important Note:

Firms replying to this RFP must be knowledgeable of the processes and procedures to obtain CEQA/NEPA environmental approvals through Caltrans District 7. In submitting a Proposal, firms must recognize that project delays are expected to occur, and the selected firm will be expected to remain committed to the successful completion of the Project, despite potential delays related to obtaining NEPA environmental approval of the Project through Caltrans District 7.

5. SELECTION PROCESS:

City of San Fernando is utilizing a Qualifications Based Selection process to select a firm to provide the services requested by this RFP. The City will review the proposals submitted in reply to this RFP, and a limited number of firms may be invited to make a formal presentation at a future date. The format, selection criteria and date of the presentation will be established at the time of short listing. Preparation of proposals in reply to this RFP, and participation in any future presentation is at the sole expense of the firms responding to this RFP.

6. PROPOSAL CONTENTS:

Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in Section 6 above. **The proposals must be in an 8 ½ X 11 format, minimum 10pt font size, minimum ¾” margins, and may be no more than a total of thirty (30) pages (a “page” is defined as a single sheet of paper, which may be double-sided).** The page count limit includes cover letters, organization charts, staff resumes, appendices, and any exceptions to the language in the sample agreement, or in the insurance requirements. **NOTE:** Dividers, Attachments “A”, “B” & “C”, Addenda acknowledgments, and the Cost Proposal do NOT count toward the page limit (everything else does). A total of five (5) hardcopies of the proposal and one (1) PDF file on a compact disc (CD) shall be provided. The proposal shall be signed by a company official with the power to bind the company and submitted to the City of San Fernando.

All proposals shall be sealed within one package and be clearly marked, "**CITY OF SAN FERNANDO, REQUEST FOR PROPOSALS FOR HSIP TRAFFIC SIGNAL IMPROVEMENTS (HSIP Cycle 8)**". Within the sealed proposal package, the Cost Proposal shall be separately sealed from the Work Proposal.

Proposals not meeting the above criteria may be found to be non-responsive.

SCHEDULE FOR SELECTION

RFP Available:	January 25, 2018
Deadline for submittal of Questions:	February 22, 2018
Response to Questions:	February 25, 2018
Deadline for submittal of Proposal:	March 1, 2018
Interviews (if necessary)	Mid-March 2018
Agreement Presented to Council for Review & Approval:	April 2, 2018

METHOD OF SELECTION AND NOTICES

The City will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness.
- Responsiveness to City's issues.
- Potential to benefit the City.
- Experience of the firm providing similar services to other municipalities.
- Cost effectiveness.
- Quality of proposed staff.

INFORMATION TO BE SUBMITTED

1. Include a *Proposal Summary* Section

This section shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include all the contact people on the Proposal and how to communicate with them.

2. Include a *Profile of the Proposing Firm(s)* Section

This section shall include a brief description of the Firm, including size, location of office(s), number of years providing service, organizational structure of the responsible division, etc.

Additionally, this section shall include a listing of any lawsuit and the result of that action resulting from (a) any public project undertaken by the Firm where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Firm or its insurers within the last five years.

3. Include a *Qualifications of the Firm* Section

This section shall include a brief description of the Firm's qualifications and previous experience on similar or related projects. Provide a description of pertinent project experience with other public municipalities (maximum of four) that includes a summary of the work performed, the total project cost, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the Firm's adherence to the schedule and budget for each project.

4. Include a *Work Plan* Section

In this section, present a well-conceived service plan. This section of the proposal shall establish the Firm's understanding of the City's objectives and work requirements and the Firm's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the scope of service, outlining the approach that would be undertaken in providing the requested services. Include a timetable for providing the service. Describe related service experience by the Firm in similar work. Please describe the role, extent of services (number of people used, engagement duration, and contract value).

5. Include a *Project Staffing* Section

In this section, discuss how the Firm would propose to staff this project. Firm's key project team members shall be identified by name, specific responsibilities on the project and their qualifications. An organizational chart for the project team and resumes for key Firm personnel shall be included. Key Firm personnel will be an important factor considered by the Finance Director. **There can be no change of key personnel once the proposal is submitted, without prior approval of City.**

6. Include a *Proposal Costs Sheet and Rates* Section

In this section, include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City.

In addition, include the costs for any other services that are considered optional additions.

ATTACHMENTS:

A – Sample Professional Agreement

B – DBE Forms



PROFESSIONAL SERVICES AGREEMENT

[Consultant]

[Traffic Signal Improvements Project]

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 20____ (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and [NAME OF CONSULTANT], a [ENTITY TYPE] (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
 - 1.2 **TERM:** This Agreement shall have a term of [TERM PERIOD] commencing from [EFFECTIVE DATE]. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause
 - 1.3 **COMPENSATION:**
 - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation schedule which is [IN THE SCOPE OF WORK OR STAND-ALONE SCHEDULE ("EXHIBIT)] (hereinafter, the "Approved Rate Schedule").
 - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [NOT-TO-EXCEED SUM] (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in
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PROFESSIONAL SERVICES AGREEMENT

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consultation with the City Manager and the Finance Director. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

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- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and [INSERT TITLE OF CITY REPRESENTATIVE WHO WILL BE ENGAGED IN THE DAY-TO-DAY ADMINISTRATION OF THE CONTRACT] (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [INSERT NAME AND TITLE OF PERSON WHO IS CONSULTANT REPRESENTATIVE FOR PURPOSES OF CONTRACT ADMINISTRATION] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

PROFESSIONAL SERVICES AGREEMENT

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- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision.

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CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers,

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employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

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- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if**

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requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and

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indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 **TERMINATION WITHOUT CAUSE:** CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 **EVENTS OF DEFAULT; BREACH OF AGREEMENT:**

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- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No

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waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

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VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

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CONSULTANT:

[INSERT Business Name of Consultant]
[INSERT Business Address]
Attn: [INSERT Name/Title of Consultant's chief contact]
Phone: [INSERT Phone Number]
Fax: [INSERT Fax Number]
Email: [If available, INSERT e-mail or delete]

CITY:

City of San Fernando
[INSERT Name of Department/Division]
[INSERT Address]
Attn: [INSERT Title of CITY Contact]
Phone: [INSERT Dept Phone]
Fax: [INSERT Dept Fax]

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

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- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO

[NAME OF FIRM]

By: _____
Alexander P, Meyerhoff, City Manager

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Rick R. Olivarez, City Attorney

SAMPLE



Attachment “B”

DBE FORMS

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.		
_____ 20. Local Agency Representative's Signature 21. Date			
_____ 22. Local Agency Representative's Name 23. Phone			
_____ 24. Local Agency Representative's Title			
		_____ 12. Preparer's Signature	_____ 13. Date
		_____ 14. Preparer's Name	_____ 15. Phone
		_____ 16. Preparer's Title	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENTCONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____			%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			14. TOTAL CLAIMED DBE PARTICIPATION
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.			
_____ 23. Local Agency Representative's Signature		_____ 24. Date	_____ 15. Preparer's Signature
_____ 25. Local Agency Representative's Name		_____ 26. Phone	_____ 16. Date
_____ 27. Local Agency Representative's Title			_____ 17. Preparer's Name
			_____ 18. Phone
			_____ 19. Preparer's Title

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
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LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
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