



CITY of CALABASAS

REQUEST FOR PROPOSALS (RFP)
for
CITY TRAFFIC SIGNAL SYSTEM UPGRADE
ENGINEERING SUPPORT SERVICES

Issued on:

Monday, October 14, 2024

SUBMITTAL DEADLINE:

Tuesday, November 12, 2024

A handwritten signature in black ink, appearing to read "C. Castle".

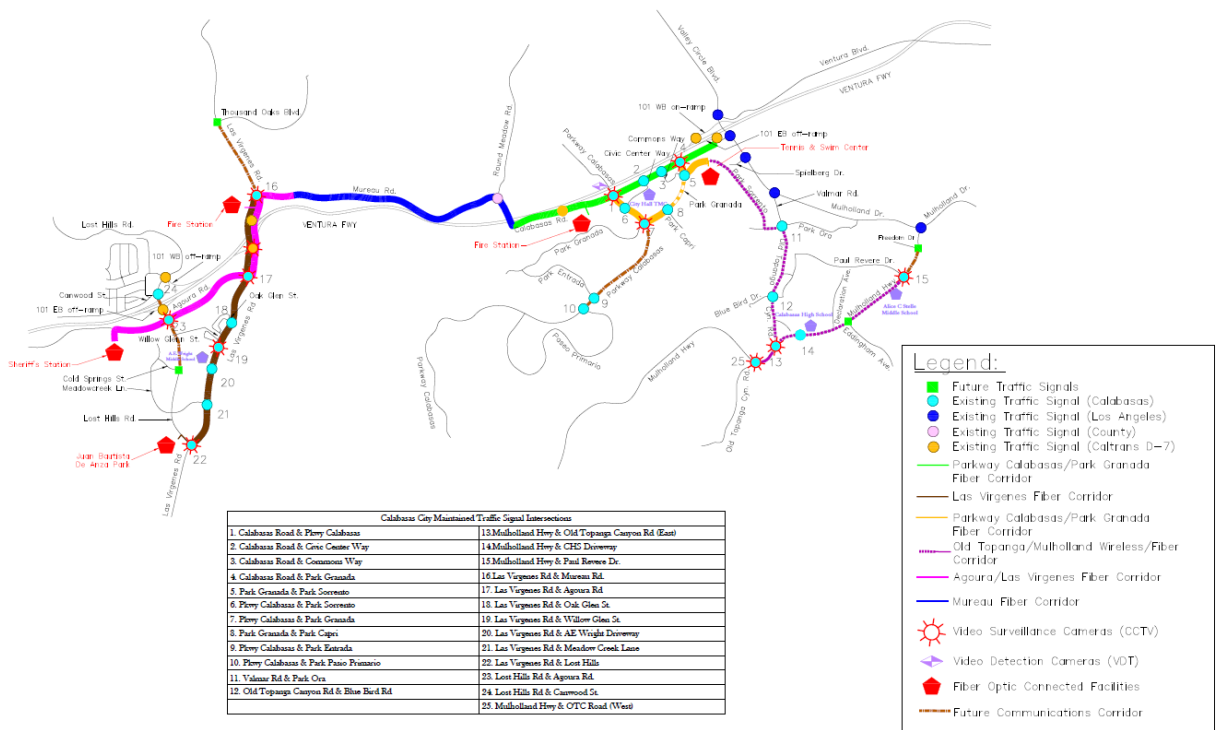
Curtis Castle, P.E., Public Works Director

CITY OF CALABASAS
Public Works Department
100 Civic Center Way
Calabasas, CA 91302
Telephone: (818) 224-1600
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Request for Proposals for the City Traffic Signal System Upgrade Engineering Support Services

The City of Calabasas (City) is soliciting Request for Proposals (RFP) from qualified, licensed engineering firms (Consultant) to provide engineering support services for the City Traffic Signal System Upgrade project. The City is responsible for operations and maintenance of twenty-five (25) traffic signals and fiber-optic and wireless communications systems. The purpose of the project is to update the City's traffic signal hardware and signal master system, which will provide improved efficiency and traffic flow and allow for improved remote monitoring and data collection.



The majority of City's traffic signal locations are currently connected to a centralized traffic signal system using a combination of wireless communication and fiberoptic cable. However, due to aging infrastructure and an outdated centralized system, the traffic signals mostly run in free operation and are not coordinated. This project will upgrade the existing outdated traffic signal system and individual traffic signal controllers' hardware and software to the latest versions, allowing for the development of intersection and corridor coordination timing for more efficient performance and reliability. The project also includes upgrading to video detection and controller software to allow the City to develop, test, and implement adaptive signal timing along the Las Virgenes Road corridor. Adaptive traffic signal timing will allow for the system to adjust the signal timing for current traffic conditions along the corridor, further improving traffic flow along this important regional network corridor.

The work would include the installation of a new system server, system software upgrades, new traffic operations center equipment replacement and upgrades, installation of communications equipment, new traffic signal controllers, new video detection along the Las Virgenes Road corridor, three (3) surveillance cameras,



and new signal timing modeling and synchronization changes. The upgrades will allow for continued communications and monitoring of the traffic signal system. The hardware and software upgrades, coupled with traffic signal system modeling and re-timing of the traffic signals, will improve traffic flow, reduce user travel time and delay, reduce greenhouse gas emissions, and improve safety.

The City is seeking engineering consultants to prepare a traffic signal system conceptual design report, environmental analysis, and the final design – Plans, Specifications and Estimates (PS&E). The selected Consultant will be required to have a qualified team to provide engineering services and support for the upgrades to the City’s traffic signal management system and traffic signal controller, and communication hardware. All work would be subject to prevailing wage under California Labor Code § 1720 et seq. Contractors shall provide home and/or office staff qualified and experienced in contract administration and prevailing wage. Subcontractors and their work shall be held to the same standard as the Contractor in all aspects of contract performance RFP

Proposals must be submitted by email on or before 2:00 p.m. on Tuesday, November 12, 2024. Proposals received after the date and time specified will not be considered. Electronic Submittals must be received in the e-mail box listed below. Submittals sent to any other box will NOT be forwarded or accepted. Please use the Delivery Receipt option to verify receipt of your email.

E-mail: aford@cityofcalabasas.com

Proposals submitted to City must comply with and contain all of the information requested in this RFP. The selected company or companies must sign a professional services agreement (PSA) with the terms and conditions shown in the PSA for Design Professionals, (Attachment B). Contractors are encouraged to promptly notify the City of any apparent inconsistencies or ambiguities found in the scope of services so that an appropriate amendment may be issued.

INQUIRIES

All inquiries regarding the RFP shall be submitted, by email, to Anna Ford at aford@cityofcalabasas.com with the subject line, “City Traffic Signal System Upgrade Engineering Support Services RFP”, by 4:00 p.m. on Tuesday, October 29, 2024. Proposers are specifically directed NOT to contact any City Council members or personnel, other than specified personnel identified in this RFP. A response from the City to all inquiries shall be posted on the City’s website no later than 4:00 p.m., Tuesday, November 5, 2024. Only questions submitted through this process can be relied upon.

Please note that City will not be responsible for mailing any addendums. All addendums, responses to inquiries and notifications will be made available on the City’s webpage: <http://www.cityofcalabasas.com/public-notices.html>. Contractors are encouraged to check the website regularly since each Contractor will bear sole responsibility for obtaining the RFP and all responses to inquiries, notifications and addendums.

Sole responsibility rests with the bidder to see that their response is received on time. Any inquiries received after due date and time will not be accepted.

CALENDAR OF EVENTS*

Distribution of RFP	Monday, October 14, 2024
Proposal Due Date	Tuesday, November 12, 2024
Firm Selection	Nov-Dec 2024
Council approval of Professional Services Agreement	Early 2025

*All dates are subject to change.



SCOPE OF WORK AND PROPOSAL ITEMS

The City seeks the services of qualified and licensed engineering consultants with experience in transportation and information technology (IT). The Representative Project scope includes, but is not limited to, the items listed below. Consultants need to be experienced and able to provide the requested engineering services. Contracts will be awarded based on the City's evaluations of submitted proposals per selection criteria listed below. The City may award more than one contract as result of this solicitation.

Preliminary Design – Traffic Signal Subsystem Upgrades Conceptual Design Report

- Inventory of existing signal system hardware and communications network
- Determine the City's signalized intersections, communications network, and Advanced Traffic Management System (ATMS) upgrade requirements and recommendations
- Conceptual layouts of intersection upgrade hardware requirements
- Conceptual layouts of communication network improvements
- Preliminary cost estimates
- Draft and final report findings, recommendations, layouts, and cost estimates

Environmental Analysis

- Define a complete and detailed project description and prepare environmental documents
- Prepare and finalize all environmental documents (the project is expected to be exempt because it is a maintenance upgrade project of existing systems and infrastructure)

Final Design – Plans, Specifications and Estimates (PS&E)

- Preparation of 60%, 90%, and Final PS&E for City review; assume a two week review period; Consultant to track and log all comments through the project
- Preparation of final layouts for installation of video detection cameras, CCTV cameras and controllers at identified locations
- Preparation of final layouts of proposed wireless communication at City intersections not currently served by fiber optic communication
- Preparation of final engineers estimate of costs
- Preparation of specifications and details for installation
- Synchro traffic modeling of all twenty-five (25) City and four (4) Caltrans traffic signal locations



- Preparation of new timing sheets
- Preparation of a diagram showing connections between the TOC and equipment in the field
- Preparation of signal timing report to Caltrans for their review and consideration

Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

- Prepare project schedule and updates throughout the projects
- Provide grant management and reporting
- Conduct Project Kick-off Meeting and periodic team meetings as needed throughout the project

Engineering support during construction

- Oversee the installation of new hardware at all field locations
- Oversee the installation of software and hardware upgrades
- Testing and approval of traffic signal intersection and upgraded equipment and software at the TOC
- Prepare a final report documenting any changes to the final layouts, hardware, software, and operational procedures

PROPOSAL REQUIREMENTS

The proposal shall consist of the format described below. Limit your submittal to twenty-five (25) pages and number all pages. The cover letter, required forms, tabs, dividers do not count toward the page limit.

The proposal shall include the following:

1. Information/background on the Consultant – Provide a brief introduction, address the size of the firm, the number of years in business, organizational chart, name(s) of owner(s) and principal parties, and number and position titles of staff, the availability of the firm to perform the services requested, and the history of the firm.
2. Key Personnel/Qualifications – Describe the qualifications of Principal-In-Charge, Project Manager, and staff proposed for the assignment, position(s) in the firm, and types and amount of equivalent experience. A description of how overall supervision will be provided should be included. Any key sub-contractors proposed should be identified.
3. Past Experience/References – List the name, address and telephone number of references from at least three (3) recent similar projects for nearby cities/counties. Include any municipal agencies



the key personnel worked with in the past three (3) years and their level of involvement. Include a brief description of the work provided for each reference. The references should include the start date of the project and the date of completion for each project.

4. Understanding of Scope of Work and Work Proposal – Demonstrate the understanding of the services requested in the Scope of Work, and provide the Work Proposal/Approach to accomplish the services described in this Request for Proposals.

5. Implementation Schedule- Include an implementation schedule with an estimated project start date in early 2025. The schedule should note key project milestones, critical path items that are dependent on the City taking action, and timelines for deliverables. Identify any assumptions used in developing the schedule.

6. Fees Proposal – The fee proposal shall indicate the expected total fee for the work described in the services proposal. The total fee shall be itemized by task, including firm(s) staff time and hourly rates, and other direct costs such as printing and travel. The fee proposal shall also include –
 - Fee quotes should be detailed by service.
 - Outline billing and payment expectations, including timing and method of payment.
 - Describe any remaining fees not previously detailed in the above.

SELECTION CRITERIA

The City will be the sole determiner of suitability to the project's and City's needs. proposals will be rated according to their completeness and understanding of the project's scope and City's needs, conformance to the requirements, prior experience with the similar scope of work, and delivery. The proposals will be reviewed by an evaluation committee to determine if it meets the RFP requirements. Failure to meet the requirements of the RFP may be cause for rejection of the proposal. The evaluation committee will make a recommendation of the Consultant for a contract to be awarded by the City Council. The City reserves the right to reject any or all submittals and to determine which proposal is, in the City's judgment, the most responsive. The City also reserves the right to waive any informality in any SOQ and to delete certain items listed in the proposal as set forth therein. Costs for developing, submitting, and presenting the proposal are the sole responsibility of the Proposer and claims for reimbursement will not be accepted by the City. A selection committee will review, evaluate, and rank all accepted proposals. The selection committee will have only the response to this solicitation to review for selection of finalists and, therefore, it is important that Consultants emphasize specific information considered pertinent to the services to be provided.

CRITERIA	SUGGESTED POINTS
Understanding of project, scope of work and completeness of RFP	25
Firm's qualifications and experience with similar work with references	30
Form's ability and availability of resources to perform the requested services	25
Key Personnel Qualifications	20
TOTAL MAXIMUM POINTS	100



INTENT

It is the intent of the City to award the contract(s) to the most qualified, responsible Consultant as detailed in the scope of services, and with consideration of other factors listed above.

CONFIDENTIAL MATTERS

All data and information gathered by the Consultant and its agents, including this RFP and all supplemental information shall be treated by the Consultant and its agents as confidential. The Consultant and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the City.

INFORMATION PROVIDED BY THE CITY

Consultants are solely responsible for conducting their own independent research and other work necessary for the preparation of proposals, negotiation of agreements, and the subsequent delivery of services pursuant to any agreement. In no event may Consultants rely on any oral statement.

Should the Consultant find discrepancies in, or omissions from, this RFP and related documents, or should the Consultant be in doubt as to meaning, the Consultant shall immediately notify the City's designated representative and, if the point in question is not clearly set forth, a written addendum or bulletin of instructions will be made available on the City's website: <http://www.cityofcalabasas.com>. Each person requesting an interpretation will be responsible for the delivery of such requests to the City's designated representative in writing as outlined in this RFP. The City will not be bound by, or responsible for, any explanation or interpretation of the proposed documents other than those given in writing.

The City will not compensate Consultants for the cost of preparing a response to this RFP.



GENERAL PROPOSAL TERMS AND CONDITIONS

1] Communications Regarding RFP

If a Contractor is in doubt as to the true meaning or intent of any part of the Contract Documents, he/she may submit to Anna Ford, a written request for an interpretation or a correction thereof. Interpretation or corrections of the Contract Documents shall be made only by addendum duly issued by Curtis Castle; a copy of such addendum will be made available on the City webpage at: <http://www.cityofcalabasas.com/public-notices.html>. Such addendum shall be considered a part of, and incorporated in, the Contract Documents. All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

2] Contract Requirement

The Contractor to whom the contract is awarded shall execute a written contract with the City within ten (10) calendar days after Notice of Award has been sent by mail to the Contractor at the address given in the proposal. The contract/agreement shall be made in the form adopted by the City and incorporated in these specifications. The Contractor represents that they possess, or have arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations, which are applicable.

3] Contract Assignment

The Contractor shall not assign, transfer, convey, or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City of Calabasas.

4] Non-Discrimination

In the performance of the terms of this contract, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons because of age, race, color, sex, national origin, or ancestry, or religion of such person(s).

5] Payment Terms

The City's payment terms are 30 days from the receipt of an original Invoice referencing the City's PSA and acceptance of the services.

6] Ownership of Reports and Data

The originals of all studies, reports, exhibits, documents data and/or material(s) prepared and/or used to comply with any section/condition of these specifications, plus any copies of same required by the agreement to be furnished to the City, shall be deemed to be public records which shall be open to inspection by the public and, as such, shall become and remain the Property of the City.

7] Modification or Withdrawal of Submittals

Any proposal received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the Contractor. To be considered, however, the modified proposal must be received by the time and date specified.

8] Property Rights

Proposals received within the prescribed deadline become the property of the City and all rights to the contents therein become those of the City.



9] Confidentiality

Prior to award of the contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

10] Amendments to Request for Proposals

The City reserves the right to amend the Request for Proposals by addendum prior to the final proposal submittal date.

11] Contract Term

This contract will cover services provided from the date the contract is signed by all parties through the completion of the Services, and may be extended upon mutual consent of the parties. The fee proposed by Contractor must be valid for the entire period unless otherwise conditioned in the proposal.

12] Insurance

The Contractor shall meet the insurance requirements as outlined in the Agreement, Section 11.

13] Non-commitment of Department

This Request for Proposals does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all received as a result of this request, to negotiate with any qualified company or to modify or cancel in part or in its entirety the Request for Proposals if it is in the best interests of the City to do so.

14] Public Domain

All products used or developed in the execution of any contract resulting from this Request for Proposals will remain in the public domain at the completion of the contract.

15] Termination

The City reserves the right to terminate this agreement upon thirty (30) calendar days from written notice to the Contractor,

16] Required Timeframes

The Contractor office hours shall be open from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, so that the Contractor will be available to City staff. However, Contractor shall be available through phone, email or text communication for emergency response and service on a twenty-four (24) hour, seven (7) day per week basis.

17] Conflict of Interest Disclosure

In accordance with California Government Code Section 87306, the Contractor awarded a contract may be required to file a Conflict of Interest Statement, Form 730. If such requirement is made, the filing must be no later than 30 days after the execution of the contract, annually thereafter prior to June 30th of each year for the duration of the contract, and within 30 days of termination of the contract. Failure to file any required statements will result in withholding payment for services rendered (See Attachment B).

18] Inspections

City reserves the right to inspect the work being accomplished by the Contractor at any time.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	
City Department in charge of Contract:	
Contact Person for City Department:	
Period of Performance for Contract:	
Not to Exceed Amount of Contract:	
Scope of Work for Contract:	

Insurance Requirements for Contract:

yes no - Is General Liability insurance required in this contract?

yes no - Is Auto insurance required in this contract?

yes no - Is Professional insurance required in this contract?

California requires Worker's Compensation insurance. If the vendor has no employees, a Worker's Compensation Affidavit is required.

Other:

Proper documentation is required and must be attached.

**PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN PROFESSIONALS
(City of Calabasas / [Company or Individual])**

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and _____, *[enter consultant’s (company’s) name]*, a _____ *[insert consultant’s state of incorporation]* _____ *[insert consultant’s legal status e.g., individual, partnership, corporation, nonprofit public benefit corporation, limited liability company, etc.]* (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **[enter description of consultant’s services]**, as more fully described on Exhibit A, attached hereto.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 2.4. Campaign Contributions - This Agreement is subject to Government Code Section 84308, as amended by SB 1439. That statute requires Consultant to disclose any campaign contribution by the Consultant or the Consultant’s agent to City Councilmembers or other City officials of more than \$250 in the aggregate in the preceding 12 months. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form with Consultant’s execution of this Agreement.

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

3. DEFINITIONS

- 3.1. “Design Professional”: A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code

5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.

- 3.2. "Scope of Services": Such professional services as described in Exhibit A attached herewith and fully incorporated herein by this reference.
- 3.3. "Agreement Administrator": The Agreement Administrator for this project is _____ [enter name of City's contact for purposes of Agreement]. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant
- 3.4. "Approved Fee Schedule": Consultant's compensation rates are set forth in the Consultant's _____ [insert date fee schedule submitted to City] fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.5. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is _____ Dollars (\$ _____).
- 3.6. "Commencement Date": [date].
- 3.7. "Termination Date": [date]

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. [Name of Consultant's Project Manager] shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses,

encroachment permits and building and safety permits and inspections.

- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered

during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Consultant's indemnification and

defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not 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.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 11.9 **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

12. INSURANCE

12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference:
 - project name
 - additional Insured
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence,
\$2,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the City as additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of Calabasas must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents,

employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Calabasas, Attn: [insert department or individual], 100 Civic Center Way, Calabasas, California 91302.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

[Name]
City of Calabasas
[Department/Division]
100 Civic Center Way
Calabasas, CA 91302
Telephone: (818) 224-1600
Facsimile: (818) 225-7308

If to Consultant

[Name]
[Address]
[Address]
Telephone: (xxx) xxx-xxxx
Facsimile: (xxx) xxx-xxxx

With courtesy copy to:

Matthew T. Summers, City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5719
Facsimile: (213) 542-5710
Email: msummers@chwlaw.us

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in

reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants 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 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. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. 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.
- 18.3. **Conflict of Interest / Multiple Phase Projects –** This Agreement is subject to the requirements of Government Code § 1097.6 relating to consultants entering into subsequent or multiple contracts for the same project..

18.3.1 Engaging or Advising on Public Contracting on behalf of the City.

A. The scope of Consultant's work is limited to conceptual, preliminary, or initial plans or specifications for a prior stage of the project.

B. Consultant shall provide access to the work, such that all bidders or proposers for the subsequent stages shall have access to the same information as Consultant, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

18.3.2 Multiple Project Phases.

A. Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City.

B. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications.

18.4. C. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.5. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

18.6. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

18.7. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

18.8. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the

following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.9. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.10. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.11. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.12. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 18.13. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.14. **Recitals.** The recitals are incorporated by this reference.

(Signature page follows)

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Calabasas

“Consultant”
[Name of Company or Individual]

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Lisa Pope, City Clerk

Date: _____

Approved as to form:

By: _____
Matthew T. Summers, City Attorney

Date: _____

FOR REFERENCE ONLY

“EXHIBIT A”
SCOPE OF SERVICES

FOR REFERENCE ONLY

“EXHIBIT B”
APPROVED FEE SCHEDULE

FOR REFERENCE ONLY

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.

No City Councilmember or other City official shall accept, solicit, or direct a campaign contribution of more than \$250 from any party¹ or agent² for 12 months after the City approves a contract. This prohibition commences when an application is filed, or a proceeding is otherwise initiated.

A party to a City proceeding shall disclose on the record of the proceeding any campaign contribution of more than \$250 by a party or agent to any City Councilmember or other City official during the preceding 12 months. No party to a City proceeding, or agent, shall make a campaign contribution to a City Councilmember or other City official during a proceeding and for 12 months after the City approves a contract.

A City Councilmember or other City official who received a campaign contribution of more than \$250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall abstain from participating in the proceeding. However, if he or she returns the portion of a campaign contribution in excess of \$250 within 30 days of knowing about the contribution and the relevant proceeding, he or she may participate in the proceeding.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

² "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether you or your agent made a campaign contribution of more than \$250 to a City Councilmember or other City official within the preceding 12 months, you must aggregate all such contributions.

Names of current City Councilmembers and other City officials are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

- License
- Lease
- Permit
- Franchise
- Other Contract
- Other Entitlement

Name and address of any party, or agent, who has contributed more than \$250 to any City Councilmember or other City official within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount \$ _____

Date _____ Amount \$ _____

(c) Name of City Councilmember or other City official to whom contribution was made:

1. _____
2. _____
3. _____

(d) Check here if no contributions have been made to any Councilmember or other City official in the preceding 12 months.

(e) I certify that the above information is provided to the best of my knowledge.

Printed Name _____

Signature _____

Date _____ Phone _____

NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of Los Angeles)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

Signature of Bidder

Business Address

Place of Residence

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public in and for the County
of
State of California.

My Commission Expires _____, 20__.

WORKERS' COMPENSATION INSURANCE
CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

DATE:
(Contractor)

By:
(Signature)

(Title)

Attest:

By:
(Signature)

(Title)

FOR REFERENCE ONLY