



CITY OF BREA

**PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

REQUEST FOR PROPOSALS (RFP)

**Professional Design Services
for
Municipal Traffic Engineering Services**

**Engineering Division
Public Works Department
City of Brea
1 Civic Center Circle
Brea, CA 92821-5732**

Key RFP Dates

Issued:	August 19, 2025
Written Questions:	September 4, 2025
Proposals Due:	September 23, 2025

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CITY OF BREA

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ENGINEERING DIVISION

REQUEST FOR PROPOSALS (RFP)
for
Municipal Traffic Engineering Services

August 2025

PROPOSAL SUBMITTALS: Responses to the Request for Proposal (RFP) are to be submitted to:

Ryan Chapman, P.E.
City Engineer
Public Works Department - Engineering Division
City of Brea
1 Civic Center Circle
Brea, CA 92821-5732

No later than 2:00 P. M. on September 23, 2025. Original plus three (3) copies and a searchable PDF copy (on a flash drive) of the proposal shall be submitted in a sealed envelope and marked: "Proposal for Municipal Traffic Engineering Services". **Proposals received after the specified time will not be accepted and will be returned unopened.** Questions regarding this request may be directed to:

Ryan Chapman, P.E.
City Engineer
Email: ryanch@cityofbrea.gov

SECTION I
INSTRUCTIONS TO OFFERORS

SECTION I - INSTRUCTIONS TO OFFERORS

A. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the City's objectives.

B. ADDENDA

Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals.

C. CITY CONTACT

All questions and/or contacts with City staff/representative regarding this RFP are to be directed to the following:

Ryan Chapman, P.E.
City Engineer
Public Works Department – Engineering Division
City of Brea
1 Civic Center Circle, Brea, CA 92821-5732
Email: ryanch@cityofbrea.gov

D. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the City in writing in accordance with Section D.2 below. Should it be found that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter which will be posted on the City's website.

2. Submitting Requests

- a. All questions must be put in writing and must be received by the City **no later than 2:00 p.m., September 4, 2025.**
- b. Requests for clarifications and questions must be clearly labeled, **"Written Questions – RFP for Municipal Traffic Engineering**

Services". City is not responsible for failure to respond to a request that has not been labeled as such.

- c. Requests for clarifications and questions must be sent by e-mail to the email address: **ryanch@cityofbrea.gov**.

3. Consultant Project Manager - Contact Information

The requested services are for Municipal Traffic Engineering Services. All "Prime Consultants" shall email their designated Project Manager's name and contact information to the email address: **ryanch@cityofbrea.gov**.

4. City Responses

Responses from the City will be provided no later than close of business on **September 11, 2025**.

To receive e-mail notification of City responses when they are posted on City's website, firms must e-mail their contact e-mail addresses to **ryanch@cityofbrea.gov** with the subject title "**Email Notifications for RFP for Municipal Traffic Engineering Services**".

E. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted at or before 2:00 p.m. on September 23, 2025.

Proposals received after the above specified date and time will not be accepted by the City and will be returned to the Offeror unopened.

2. Address

Proposals delivered using the U.S. Postal Service or other means shall be submitted to the following:

Ryan Chapman, P.E., City Engineer
Public Works Department - Engineering Division
City of Brea
1 Civic Center Circle
Brea, CA 92821-5732

Proposals delivered in person shall be submitted to the receptionist on the third floor of City Hall at the address above. Offeror shall ensure that proposals are received by the City on or before the specified date and time.

3. Identification of Proposals

Offeror shall submit original plus three (3) copies and a searchable PDF copy (on a flash drive) of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

“Proposal for Municipal Traffic Engineering Services”

4. Acceptance of Proposals

- a. City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. City reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by the City are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

F. PRE-CONTRACTUAL EXPENSES

City shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

- 1. Preparing its proposal in response to this RFP;
- 2. Submitting that proposal to the City;
- 3. Negotiating with the City any matter related to this proposal; or
- 4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

G. JOINT OFFERS

Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

H. PROTEST PROCEDURES

Any protests filed by an Offeror in connection with this RFP must be submitted in writing via certified mail to the following:

Ryan Chapman, P.E.
City Engineer
Public Works Department - Engineering Division
City of Brea
1 Civic Center Circle
Brea, CA 92821-5732

I. FEE PROPOSAL

Provide a schedule of hourly rates that will be charged to perform services as specified in Section V. The City proposes to issue a contract for a period of up to two (2) years, with the City having the option to extend under the same terms and conditions for a maximum of three (3) one-year (1-year) options.

The consultant will enter into an agreement with the City based upon the contents of the RFP and the consultant's proposal. The City's standard form of agreement is included in Section IV. The consultant shall carefully review the agreement, especially with regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions, technical or contractual, requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

J. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720-1815 and Federal Wage Rates. Consultant and its sub-contractors shall conform to applicable wage rates. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum applicable wage schedules. Offerors and their sub-contractors must use the current wage schedules applicable at the time the work is in progress.

K. INSURANCE REQUIREMENTS

The consultant shall take out and maintain at all times during the term of the contract, the insurance specified in the agreement and acceptable to the City. Insurance "Acceptable to the City" shall be defined as a company admitted (licensed) to write insurance in California and having a Best's Guide rating of not less than A VII. These minimum levels of coverage are required to be maintained for the duration of the project:

- a. **Commercial General Liability Coverage** - \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property

damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- b. **Automobile Liability Coverage** - \$2,000,000 per occurrence (any auto) for bodily injury and property damage.
- c. **Worker's Compensation and Employee's Liability Coverage** – In the amount required by California law for Worker's Compensation Limit. \$1,000,000 per occurrence for Employer's Liability.
- d. **Professional Liability Coverage** - Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least \$2,000,000 per claim and aggregate for errors and/or omissions ("malpractice") of CONSULTANT in the performance of this Agreement.

Deductibles, Self-Insurance Retentions, or Similar Forms of Coverage Limitations or Modifications, must be declared to and approved by the City of Brea.

All insurance policies required shall name as additional insureds the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included.

The consultant is encouraged to review details of insurance requirements as noted in Section IV, "Professional Services Agreement" and contact its insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

SECTION II
PROPOSAL CONTENT

SECTION II - PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

Although no specific format is required by the City, this section is intended to provide guidelines to the consultant regarding features which the City will look for and expect to be included in the proposal.

1. Presentation

Proposals shall be typed, with 12 pt font, double spaced, and submitted on 8-1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Proposals should not exceed thirty (30) pages in length, including appendices.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to **Ryan Chapman, P.E., City Engineer** and, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the City. Identification shall include legal name of company, corporate address, telephone and fax number. Include name, title, address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number. Relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgment of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with local agencies and cities directly involved in this project; strength and stability of the Offeror; staffing capability; workload; record of meeting schedules on similar projects; and supportive client references. Equal weighting will be given to firms for past experience performing work of a similar nature whether with the City or elsewhere.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- (2) Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project. City does not have a policy for debarring or disqualifying.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.
- (5) Provide a list of past joint work by the Offeror and each subcontractor, if applicable. The list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
- (6) A minimum of three (3) references should be given. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method that will be used by the Offeror to manage the project as well as identify key personnel assigned. Proposed Staffing and Organization are to be presented by Offeror for both project segments identified in the Scope of Services.

Offeror to:

- (1) Provide education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" project staff.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed project staff and key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (4) Include a project organization chart that clearly delineates communication/reporting relationships among the project staff, including subconsultants.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.

4. Fee Proposal

Provide a schedule of hourly rates that will be charged to perform services specified in Section V. The City proposes to issue a contract for a period of up to two (2) years, with the City having the option to extend under the same terms and conditions for a maximum of three (3) one-year (1-year) options.

The fee schedule provided shall include only one (1) rate per title for the full term of the contract (including any extension periods). The fee schedule shall not be revised during the term of the Contract (including any extension periods) without City Council approval.

5. Appendices

Information considered by Offeror to be pertinent to this project, and which has not been specifically solicited in any of the aforementioned sections, may be placed in a separate appendix section. Please note that this does not constitute an invitation

to submit large amounts of extraneous materials, appendices should be relevant and brief.

B. STATUS OF PAST AND PRESENT CONTRACTS FORM

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts Form" provided in this RFP and submit as part of the proposal. Offeror shall list the status of past and present contracts where either the firm has provided services as a prime contractor or a subcontractor during the past 5 years and the contract has ended or will end in termination, settlement or litigation. A separate form shall be completed for each contract. If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit only one copy of the completed form(s) as part of the proposal and it should be included in only the original proposal.

SECTION III
EVALUATION AND AWARD

SECTION III - EVALUATION AND AWARD

A. EVALUATION CRITERIA

City will evaluate the offers received based on the following criteria:

1. Qualifications of the Firm (45%) - technical experience in performing work of a similar nature; experience working with public agencies; strength and stability of the firm; assessment by client references; and provided examples of project communication, scheduling, budget control, and samples of tools or means and methods in increasing the production or streamlining a process to deliver a work product within an accelerated timely manner.

2. Proposed Team and Organization (45%) - qualifications of proposed key personnel; logic of organization; and adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the City's needs,

3. Quality of Proposal (10%) – thoroughness of proposal; overall presentation and organization of proposal; demonstration of understanding of needs associated with the requested scope of work.

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all proposals. The committee will be comprised of City staff and may include outside personnel. The committee members will review and evaluate the proposals. The committee will recommend to the Director of Public Works the firm whose proposal is most advantageous to the City of Brea. The Director of Public Works will then forward its recommendation to the City Council for final action.

C. AWARD

The City of Brea may negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously. However, since the selection and award may be made without discussion with any Offeror, the proposal submitted should contain Offeror's most favorable terms and conditions.

Negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

City Council action will be requested by the City staff to award contract to the selected Offeror.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified regarding the Offeror awarded a contract. Such notification shall be made within seven (7) days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain an explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and it must be received by the City within seven (7) days of notification of the award of contract.

SECTION IV

PROFESSIONAL SERVICES AGREEMENT

Agreement No. XXXXXXXXXX
Professional Services Agreement

This **Professional Services** Agreement ("Agreement") is dated **XXXXXXXX, 2025** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City"), and **XXXXXXXX** a **Consultant** ("Consultant").

RECITALS

A. City desires to retain Consultant as an independent contractor to provide the following **Professional Services: Municipal Traffic Engineering Services for Public Works**.

B. Contractor represents that it is duly licensed, fully authorized by law, and has the necessary experience and qualifications, to provide such services.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Scope of Services.

Consultant shall perform the services referenced in the Recitals and more specifically described in the Scope of Services set forth in the attached Exhibit A, and as otherwise required by this Agreement, all to City's satisfaction (collectively, "Services").

2. Compensation

A. City shall pay for the Services satisfactorily performed, in accordance with the Fee Schedule set forth in the attached **Exhibit A**.

B. In no event shall the total amount paid for the Services exceed the **all-inclusive aggregate** sum of \$ **XXXXXXX** ("Contract Amount"). This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by **Consultant** in performing the Services. **Consultant** shall be deemed to have made all inquiries and site inspections deemed necessary by **Consultant** prior to execution of this Agreement.

C. Unless the Fee Schedule calls for payment of a one-time flat fee, periodic payments for undisputed work shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. **Consultant's** invoices shall indicate the amount of time spent on each task and the applicable rate.

D. Unless the Fee Schedule calls for payment on a different schedule, **Consultant** shall invoice City on a monthly basis.

3. Additional Work.

This Agreement does not include any contingency or additional work. Any additional work performed by Consultant without a written amendment or approval of the City shall be deemed to be work included within the Services.

4. Term.

A. The term of this Agreement shall commence **XXXXXXXXXX** (“Effective Date”). Unless extended or earlier terminated as provided herein, **this Agreement shall expire on XXXXXXXXXXXX.**

City may extend the term of this Agreement by giving written notice to Consultant within 30 days prior to the then-scheduled expiration date for up to three (3) additional one-year terms which will be at the sole discretion of the City Manager.

5. Time of Performance.

A. **Consultant shall commence the Services on the date shown in the City-provided notice to proceed, timely complete all performance milestones, if any, and shall complete the Services within the term of this agreement.**

B. Force Majeure. Neither party shall be considered in default of this Agreement for delays in performance caused by a force majeure event. As used in this Agreement, the term “force majeure event” means circumstances beyond the reasonable control of the non-performing party and includes the following: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint. **Consultant’s** lack of financial capability, shall not constitute a force majeure event unless directly attributable to any of the foregoing events.

C. Should a force majeure event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

6. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to the Services, including costs incurred, shall be maintained by **Consultant** and made available for review by City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by City.

7. Standard of Care.

Consultant’s Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently

performing similar services under similar conditions in southern California. Consultant shall maintain all professional licenses and certifications required to lawfully perform the Services.

8. Compliance with Law.

- A. **Consultant** shall comply with all applicable laws including Cal/OSHA requirements.
- B. **Consultant** shall obtain a City of Brea business license.
- C. **Consultant** shall comply with all applicable provisions included in the attached Special Provisions Section.

9. Assignment and Subcontracting.

A. **Consultant** shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of City, which may be withheld for any reason. City shall be deemed to have approved **Consultant's** utilization of subcontractors identified in **Consultant's** proposal for the Services.

B. Any attempt to so assign, transfer, or subcontract without City's prior written consent shall be void and shall constitute grounds for City's termination of this Agreement. Authorized subcontracts shall contain a provision making the subcontractor subject to all requirements of this Agreement otherwise applicable to the **Consultant**.

C. If use of a subcontractor is approved, then City may withhold 5% of each monthly payment to **Consultant**. Such retention shall be released upon City's receipt of an unconditional release of all claims signed by any such subcontractor, as to work performed to date.

10. Independent Contractor.

A. **Consultant** is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant is or shall become an employee of City.

B. **Consultant** will determine the means, methods, and details by which **Consultant's** personnel will perform the Services. **Consultant** shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

C. **Consultant's** personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. **Consultant's** personnel shall not use any City e-mail address or City telephone number in the performance of the Services. **Consultant** shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as **Consultant's** personnel require to perform the Services. **Consultant** shall perform the Services off of City

premises at locations of **Consultant's** choice, except as otherwise may from time to time be necessary in order for **Consultant's** personnel to receive projects from City, review plans on file at City, pick up or deliver any work product, or as may be necessary to inspect or visit City locations. City may make a computer available to **Consultant** from time to time for **Consultant's** personnel to obtain information about or to check on the status of projects pertaining to the Services.

D. **Consultant** shall be responsible for and pay all wages, salaries, benefits and other amounts due to **Consultant's** personnel in connection with the Services **Consultant** shall be responsible for all reports and obligations respecting such additional personnel, including Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. **Consultant** and its officers, employees, agents, and subcontractors shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

11. PERS Compliance.

The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. **Consultant** agrees that, in providing its employees and any other personnel to City to perform the Services, **Consultant** shall assure compliance with the Public Employees' Retirement Law (Government Code Section 20000 et seq.), the regulations of PERS, and the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522 et seq.). Without limitation to the foregoing, **Consultant** shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

12. Insurance.

Unless otherwise permitted or waived in writing by City's Risk Manager **Consultant** shall not commence work until it has secured all insurance required under this section and provided evidence thereof that is acceptable to City. In addition, **Consultant** shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

A. Commercial General Liability

i. **Consultant** shall take out and maintain, in amounts not less than specified herein,

Commercial General Liability Insurance, in a form and with insurance companies acceptable to City.

ii. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

iii. Commercial General Liability Insurance must include coverage for the following:

- a. Bodily Injury and Property Damage
- b. Personal Injury/Advertising Injury
- c. Premises/Operations Liability
- d. Products/Completed Operations Liability
- e. Aggregate Limits that Apply per Project
- f. Contractual Liability with respect to this Agreement
- g. Broad Form Property Damage
- h. Independent **Consultant's** Coverage

iv. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to this Agreement.

v. The policy shall be endorsed to name City, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsement forms providing the exact same coverage.

vi. The general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, only if approved by City's Risk Manager in writing, and further provided that such

deductibles shall not apply to coverage of the additional insureds

B. Automobile Liability

i. Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to City.

ii. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

iii. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds.

iv. Subject to City's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the additional insureds.

Automobile Liability Insurance is required for this Agreement as follows: i. Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to City. ii. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto). iii. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds. iv. Subject to City's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the additional insureds.

C. Workers' Compensation/Employer's Liability

i. Consultant certifies that Consultant is aware of the provisions of Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement.

ii. Consultant shall maintain full compensation insurance for its employees in accordance with the Workers' Compensation and Insurance Act (Labor Code Section 3200 et seq.) and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

Workers' Compensation and Employer's Liability Insurance is required for this Agreement as follows: i. Contractor certifies that Contractor is aware of the provisions of Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement. ii. Contractor shall maintain full compensation insurance for its employees in accordance with the Workers' Compensation and Insurance Act (Labor Code Section 3200 et seq.) and Employer's Liability Coverage in amounts indicated herein. Contractor shall require all subcontractors to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

D. Professional Liability (Errors and Omissions)

Contractor shall maintain professional liability or errors and omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to City

and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against the negligent acts, errors or omissions of Contractor in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

\$2,000,000 per claim and aggregate (errors and omissions) (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three years.

E. Cyber Liability

Cyber Liability Insurance is not required for this Agreement.

F. Minimum Policy Limits Required

i. A.M. Best's Rating

Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A: VII and admitted and authorized to transact the business of insurance in the State of California.

ii. The following insurance limits are required for this Agreement:

a. Commercial General Liability

\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage

b. Automobile Liability

\$2,000,000 per occurrence (any auto) for bodily injury and property damage

c. Worker's Compensation and Employers Liability

In the amount required by California law for Workers' Compensation Limit.
\$1,000,000 per occurrence for Employer's Liability

d. Professional Liability

\$2,000,000 per claim and aggregate (errors and omissions)

e. Cyber Liability

Cyber Liability Insurance is not required for this Agreement.

- ii. Defense costs shall be payable in addition to the limits.
- iii. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, **Consultant** shall file with City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required original endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

H. Policy Provisions Required

- i. The required policies of insurance shall require that the City be provided at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that the policies shall provide at least 10 days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, **Consultant** shall deliver renewal certificate(s) including the required endorsement(s) to City at least 10 days prior to the effective date of cancellation or expiration.
- ii. The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that **Consultant's** policy is primary insurance and that any insurance, self-insurance or other coverage maintained by City or any additional insureds shall not be called upon to contribute to any loss.
- iii. The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three years.
- iv. All required insurance coverages, except for the professional and cyber liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of City, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials ("City Parties"), or shall specifically require **Consultant** or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. **Consultant** hereby waives its own right of recovery against the City Parties, and

shall require similar written express waivers and insurance clauses from each of its subcontractors.

v. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve **Consultant** from liability in excess of such coverage, nor shall it limit **Consultant's** indemnification obligations to City or preclude City from taking such other actions available to City under other provisions of this Agreement or law.

I. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by **Consultant**, and any approval of such insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by **Consultant** pursuant to this Agreement, including the provisions concerning indemnification.

ii. If at any time during the term of this Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by **Consultant** or City will withhold amounts sufficient to pay premium from **Consultant** payments. In the alternative, City may terminate this Agreement for cause.

iii. City may require **Consultant** to provide for inspection by City, complete copies of all insurance policies in effect for the duration of the Agreement.

iv. No City official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

v. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to **Consultant**; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of **Consultant** under this Agreement.

J. Subcontractor Insurance Requirements

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name City, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as

independent contractors in the role of City officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the same coverage. If requested by **Consultant**, City may approve different scopes or minimum limits of insurance for particular subcontractors.

13. Indemnification.

A. Other than in the performance of design professional services, and to the fullest extent permitted by law, Contractor shall defend (with counsel reasonably approved by City), indemnify and hold City, its officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, and destruction, or unauthorized access to, use, and/or theft of City Data (collectively, "Claims") in any manner and to the extent arising out of, pertaining to, or incidental to any act, error, omission, or willful misconduct of Contractor, its owners, officials, officers, employees, servants, subcontractors, contractors or agents (and/or any entity or individual for whom Contractor shall bear legal liability) in connection with the performance of the Services including the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses actually incurred in connection with such defense. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, or by City or any of the other Indemnitees. Contractor shall have no liability hereunder for claims and liabilities arising out of the sole, active negligence of any of the Indemnitees.

B. For Design Professional Services. If Contractor's Services hereunder include the performance of professional services by a "design professional," then to the fullest extent permitted by law, Contractor shall, at its sole cost and expense, indemnify and hold harmless the Indemnitees, and each of them, from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of Contractor, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual for whom Contractor shall bear legal liability) in the performance of design professional services under this Agreement. Notwithstanding the foregoing and as required by Civil Code Section 2782.8(a), in no event shall the cost to defend the Indemnitees that is charged to Contractor, exceed Contractor's proportionate percentage of fault. For purposes of this subsection B, and in accordance with Civil Code Section 2782.8(c), "design professional" means only the following and only while performing design professional services: (i) an individual

licensed as an architect pursuant to Business and Professions Code Section 5500, et seq., and a business entity offering architectural services in accordance with that Code section; (ii) an individual licensed as a landscape architect pursuant to Business and Professions Code Section 5615, et seq., and a business entity offering landscape architectural services in accordance with that Code section; (iii) an individual registered as a professional engineer pursuant to Business and Professions Code Section 6700, et seq., and a business entity offering professional engineering services in accordance with that Code section; and (iv) an individual licensed as a professional land surveyor pursuant to Business and Professions Code Section 8700, et seq., and a business entity offering professional land surveying services in accordance with that Code section.

C. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

14. Laws and Venue.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in the Superior Court of the County of Orange, or in the U.S. District Court, Central District, State of California. **Consultant** must comply with the claim procedures set forth in the Government Claims act (Government Code Section 810 et seq.) prior to filing any lawsuit against City.

15. Termination.

A. City may terminate any portion or all of the Services or this Agreement with or without cause by giving 10 days' prior, written notice to **Consultant**. In such event, City shall be immediately given title to and possession of all Work Product (as defined below) and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided **Consultant** is not then in breach, City shall pay **Consultant** for any portion of the Services satisfactorily completed prior to termination. If termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by the parties. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. **Consultant** shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

B. **Consultant** may terminate this Agreement only for cause and by serving written notice of termination to City, provided **Consultant** has first served City with a written notice of default and demand to cure, and City has failed to cure such default within 30 days of receipt of such notice.

16. Ownership of Work Product.

- A. All draft and final reports, documents, and other written material, and any and all images, reports, writings, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Contractor in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City upon final payment being made, provided that any such use shall be at City's sole risk. Contractor shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Contractor agrees that the compensation set forth in Section 2 of this Agreement includes conveyance to City of ownership of all Work Product, including intellectual property rights, as provided in this Section 16. "Work Product" shall not include intellectual property, or anything, or idea protected by intellectual property rights, lawfully owned or possessed by Consultant prior to the effective date of this Agreement.
- B. Consultant hereby assigns to City all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights, that are not otherwise vested in City pursuant to subsection A above.
- C. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Contractor 's default, City shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Contractor shall defend, indemnify and hold City, and the other Indemnitees harmless from any and all losses, claims or liabilities in any way related to a claim that City's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement; or (c) provide the City with a full and complete refund of all sums paid under this Agreement. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

17. Data Security.

A. As used in this Agreement, “City Data” means any and all information and data provided or made accessible, directly or indirectly, to Contractor by City, or otherwise acquired from City, in connection with Contractor’s performance of the Services. As between the Contractor and the City, any and all City Data is solely owned by City. Contractor is granted a limited, non-exclusive, and revocable license to use City Data solely as necessary to perform the Services. At no time shall Contractor use City Data for its own purposes, or sell, disclose or disseminate City Data, except as required by law or to provide the Services. At all times herein, Contractor shall protect and maintain the security of City Data using methods providing not less than the level of security Contractor uses for its own confidential data, and that otherwise comply with recognized industry data security standards applicable to similar kinds of governmental data and information.

B. To the extent any City Data consists of personal information as defined in California Consumer Privacy Act (Civil Code Section 1798.100 et seq.), Contractor shall comply with that statute and with Civil Code Section 1798.80. et seq., including providing the required notifications in the event of any unauthorized access or disclosure of personal information stored, maintained, accessed, used or transmitted by Contractor in connection with this Agreement. Notwithstanding the foregoing, Contractor shall within 24 hours notify the City Representative by telephone and in writing of any unauthorized access of City Data. Thereafter, Contractor shall render any assistance to City and law enforcement as necessary to ascertain the nature and extent of such unauthorized access.

C. Contractor shall not store City Data using cloud-based storage without City’s prior, written consent, unless the use of such storage is clearly described in the Scope of Services. Where permitted herein, any and all cloud-based storage shall be on servers and other hardware located within the continental United States, and shall be in compliance with ISO/IEC 27001 - 27018, as applicable, unless otherwise agreed to in writing by the City Representative. Cloud storage using Amazon Web Service or Microsoft Azure shall be deemed to satisfy the requirements of this subsection C.

18. Party Representatives.

City hereby designates **Michael Ho**, or such person’s designee, as the City Representative for this Agreement.

Consultant hereby designates _____ or such person’s designee, as **Consultant’s** Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City.

The foregoing representatives shall be authorized to provide consent where required herein, and to make other administrative decisions that will be binding on their respective party, except as otherwise specifically required herein.

19. Notices.

Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, certified mail with return receipt requested and postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City	Consultant
City of Brea	_____
1 Civic Center Circle	_____
Brea, CA 92821	_____
United States	United States
Michael Ho	_____
michaelh@CityofBrea.gov	_____
(714) 990-7698	(xxx) xxx-xxxx

20. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and **Consultant**.

21. Conflicts of Interest.

A. **Consultant** covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services. **Consultant** certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.

B. **Consultant** further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services shall be employed. **Consultant** has provided City with a list of all City-approved subcontractors and the key personnel for such subcontractors that are retained or to be retained by **Consultant** in connection with the performance of the Services, to assist City in affirming compliance with this Section.

C. **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. If required, **Consultant** further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City Clerk as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability. No director, official, 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.

22. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

23. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of the parties.

24. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

25. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

26. City's Right to Employ Other Consultant's.

City reserves its right to employ other Consultant's to provide the Services or similar services.

27. Exhibits.

The attached **Exhibit A** is are incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and any Exhibit, the provisions of this Agreement shall govern.

28. Entire Agreement.

This Agreement represents the entire understanding of the parties as to the Services, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters. Each party acknowledges that

no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both parties. This is an integrated agreement.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF BREA
Municipal Traffic Engineering Services RFP, August 2025

TO EXECUTE THIS AGREEMENT, the Parties have caused their authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

Sample

By: _____

XXXXXX XXXXXXXX

President

XXXXXXXX@XXXXXXXX.com

Date Signed: _____

By: _____

XXXXXXXXXX XXXXXXXX

Secretary

XXXX@XXXXXXXX.com

Date Signed: _____

[Corporation: pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line. Limited liability company: Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

By: _____

Blair Stewart

Mayor

Blairs@cityofbrea.gov

Date Signed: _____

Attest (if over \$50,000)

By: _____

Victoria Popescu

City Clerk

Victoriap@CityofBrea.gov

Date Signed: _____

SPECIAL PROVISIONS

Labor Code Requirements.

A. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the Labor Code relating to public works, and Contractor agrees to be bound by all provisions thereof as though set forth in full herein.

B. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Labor Code Section 1771. Pursuant to Labor Code Section 1773, City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

C. Copies may be obtained at cost at the City Clerk's office. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Labor Code Sections 1775, 1776, 1777.5, 1777.6, and 1813. Pursuant to Labor Code Section 1775 of the Labor Code, Contractor shall forfeit to City, as a penalty, not more than \$200 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by Contractor or by any subcontractor, in violation of the provisions of this Agreement.

D. In accordance with Labor Code Sections 1725.5 and 1771.1, and except for projects involving construction, alteration, demolition, installation, or repair work of \$25,000 or less, or maintenance work of \$15,000 or less, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any public work contract unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes, only, pursuant to Labor Code Section 1771.1(a)].

E. Pursuant to Labor Code Section 1776, Contractor shall maintain and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker employed by Contractor performing services covered by this Agreement. Contractor and its subcontractors shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors. This project is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

F. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Services, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

G. Contractor agrees to comply with the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the execution of the contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code.

H. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by executing this Agreement, Contractor certifies as follows:

“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.”

EXHIBIT A
SCOPE OF SERVICES AND FEE SCHEDULE
(Consultant's proposal attached)

SECTION V
SCOPE OF SERVICES

SECTION V – SCOPE OF SERVICES

A. SCOPE OF SERVICES

The purpose of this RFP is to solicit and select a consultant to provide municipal traffic engineering services and serve as the City Traffic Engineer. In general, the consultant shall perform municipal traffic engineering and other supplemental services on an “as-needed” basis for various projects/tasks as assigned by the City. The scope of services shall include, but are not necessarily limited to, the following:

- Perform and coordinate traffic engineering work involving the design and installation of transportation facilities such as traffic lighting, traffic control devices, bikeways, streets, parking facilities, and other vehicular and pedestrian traffic systems.
- Provide general direction to City staff and coordinate all traffic related issues needing City Council approval or policy direction.
- Coordinate activities with other departments, governmental agencies and other outside organizations.
- Prepare work orders, coordinate the work with City staff, resolve issues and complaints, and respond to inquiries from the public.
- Prepare work orders for the implementation of maintenance improvements to transportation controls such as signage, striping, and traffic signal systems.
- Supervise the design and checking of plans and specifications for traffic channelization, traffic signals, street and safety lighting, detours, parking facilities, and other methods of controlling traffic flow and providing for traffic safety in accordance with established City standards; review and sign plans; review and approve plan revisions.
- Review plans and submittal documents for Capital Improvement Program projects, encroachment permits, and development permits.
- Direct and participate in the preparation and evaluation of technical studies, reports and analyses related to engineering services; analyze and evaluate study results and implement findings.
- Serve as lead support staff member for Traffic Committee and any related Traffic Committee items.
- Prepare work orders for the implementation of transportation improvements approved by Traffic Committee and City Council.
- Update the City’s Traffic Signal Master Plan and OCTA Renewed Measure M Local Signal Synchronization Plan.
- Assist the City with the review and preparation of the City General Plan Update and Transportation Improvement Nexus Program.
- Prepare speed study updates in coordination with City staff.
- Oversee adjustment to traffic signal timing and operations and development of system enhancement, including monitoring of traffic signals, alarms, vehicle loops, and video detection.

- Advise the City on future innovative technologies related to traffic infrastructure.
- Coordinate and participate in overall transit planning, long-range transportation planning, special planning/development studies and overview of private development traffic impacts.
- Evaluate proposed private development traffic studies and assist City staff in preparing Conditions of Approval for project planning approvals.
- Assist the City with meeting the annual Measure M compliance requirements as related to transportation management.
- Evaluate other agencies' public and private development proposals for impacts on the City's transportation network.
- Perform field inspections of the traffic system elements prior to, during, and upon completion of construction.
- Monitor, operate, maintain, expand, design, implement, and troubleshoot the City's fiber optic communications system for traffic signals and CCTV systems.
- Monitor, operate, maintain, expand, design, implement, and troubleshoot the City's traffic signal and traffic signal synchronization systems.
- Attend public outreach meetings and/or events to represent the City as assigned.
- Perform miscellaneous tasks related to traffic engineering, traffic signal operations, and transportation engineering services as assigned.

The requirements listed below are representative of the knowledge, skill and/or ability required.

KNOWLEDGE OF:

- Advanced traffic engineering principles and practices as applied to private developments and municipal public works.
- Techniques for preparing designs, plans, specifications, reports, and recommendations related to public works contracts.
- City policies and procedures governing engineering operations.
- Applicable federal, state and local laws, rules and regulations, policies and procedures related to engineering, development and construction.
- Principles, practices and techniques of public administration including budget and personnel administration.
- California laws and regulations pertaining to traffic.
- Perform technical traffic engineering work of a complex nature.
- Communicate clearly and concisely, orally and in writing.
- Interpret applicable laws, rules and regulations.
- Prepare and analyze technical reports, statements, contracts and legal documents.
- Maintain effective work relationships with staff, other governmental agencies, contractors and the general public.

LICENSE:

Possession of a valid license as a Traffic Engineer issued by the State of California Board of Registration for Professional Engineers.

SECTION VI

STATUS OF PAST AND PRESENT CONTRACTS FORM

Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact name:	Phone:
Project award date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature _____ Date _____
 Name: _____
 Title: _____