REQUEST FOR PROPOSALS (RFP)

TRAFFIC SIGNAL OPERATIONS MANAGEMENT AND GENERAL TRAFFIC ENGINEERING SERVICES

CITY OF LAGUNA NIGUEL
30111 CROWN VALLEY PARKWAY
LAGUNA NIGUEL, CA 92677
(949) 362-4300

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December 14, 2016

RE: **TRAFFIC SIGNAL OPERATIONS MANAGEMENT AND GENERAL TRAFFIC ENGINEERING SERVICES**

REQUEST FOR PROPOSAL

Dear Proposers:

The City of Laguna Niguel invites qualified firms to submit proposals to provide traffic signal operations management and general traffic engineering services.

To be considered responsive, Proposers must submit a written proposal in accordance with the requirements, specifications and provisions as described and set forth herein. Proposals must embrace a concept that the successful Proposer will satisfy all of the objectives and work requirements specified in the Request for Proposal Scope of Work.

PROPOSALS ARE DUE ON: JANUARY 18, 2017 BY 3:00PM

The City may elect to interview one or more Proposers.

Thank you for your interest.

Respectfully,

Nasser Abbaszadeh, PE
Public Works Director / City Engineer

CITY OF LAGUNA NIGUEL
REQUEST FOR PROPOSAL

SECTION I

INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

A. Introduction

The City of Laguna Niguel (City) invites qualified firms to submit written proposals for traffic signal operations management and general traffic engineering services. Should an award be made, the selected Proposer will enter into a **professional/consulting** services agreement with the City of Laguna Niguel to for a period of three (3) years.

B. Proposed Time Schedule

Request for Proposal Posting/Mailing:	December 14, 2016
Written Question Deadline:	January 6, 2017
Submittal Deadline:	January 18, 2017
Tentative Interview (if necessary):	January 23rd (week of)
Tentative Final Selection/Negotiation:	January 30, 2017
Tentative City Council Award:	February 21, 2017
Tentative Contract Effective Date:	March 1, 2017

C. Instructions to Proposers and Procedures for Submittal

One printed original (marked original), three (3) printed copies (marked copy) of the proposal and one (1) electronic copy on CD or Flash Drive (will not be returned) must be submitted in a sealed envelope or box bearing the name of the Proposer and submitted only to the following address:

City of Laguna Niguel
Public Works Department
30111 Crown Valley Parkway
Laguna Niguel, CA 92677
Attn: Nasser Abbaszadeh, Public Works Director / City Engineer

Proposals shall be enclosed in a sealed envelope plainly marked on the outside,
"Request for Proposal (RFP) for Traffic Signal Operations Management Services"
"DO NOT OPEN WITH REGULAR MAIL".

Proposers are solely responsible for ensuring their submitted proposal is received by the City in accordance with the solicitation requirements, before the Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic mail, facsimile or telephonic proposals or modifications will be considered unless specified. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in this Request for Proposal. Deliveries made before the Submittal Deadline, but to the wrong City office, will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline. All proposals shall become the property of the City.

Late proposals will not be accepted and returned to the Proposer unopened.

D. General Conditions

ADDITIONAL INFORMATION, RIGHT TO REQUEST. The City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers.

ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. City reserves the right to negotiate final terms with the selected Proposer, if any. Award may be made to the Proposer that best meets City objectives after consideration of all Evaluation Criteria set forth in Section III. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the City. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of proposal, if one is made. The City shall not be obligated to accept the lowest priced proposal, but if an award is made, the City will make an award in the best interests of the City after all factors are considered, including but not limited to the demonstrated competence, experience and professional qualifications of the Proposer.

Discussions or interviews may, at the City's option, be conducted with the most qualified Proposers. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion. In conducting discussions, the City will not disclose information derived from other proposals submitted by competing Proposers.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CANCELLATION OF SOLICITATION. The City may cancel this solicitation at any time.

CONFLICT OF INTEREST. The proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposals, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

COSTS. The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion.

DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Proposer to examine documents shall in no way relieve him from any obligations with respect to the solicitation or and subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. The failure or neglect of a Proposer to receive or examine any of the documents shall in no way relieve him from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

INTERPRETATION OF RFP DOCUMENTS. City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, he may submit to the City a written request for an interpretation or correction.

Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City.

Requests for interpretations shall be made in writing and emailed to Edgar Abrenica, Associate Civil Engineer at EAbrenica@cityoflagunaniguel.org before January 6, 2017.

The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the RFP documents, and when issued, will be posted on the City website. Please make sure you check the City website prior to submission of your proposal. All such addenda shall become a part of the RFP document. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of RFP documents is responsible for advising the City that they have a set of RFP documents and wish to receive subsequent Addenda.

IRREGULARITIES. City reserves the right to waive non-material irregularities as determined by the Director of Public Works / City Engineer.

NON-DISCRIMINATION. Proposer represents and warrants that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, material status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition.

NON-EXCLUSIVE. Should the City make an award, the successful Proposer will enter into a non-exclusive professional services agreement and the City reserves the right to enter into agreements with other firms for traffic signal operations management services.

OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal.

OWNERSHIP. All data, documents and other products used or developed during the RFP process will become the property of the City upon submission.

NO OBLIGATION. The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

PROPOSAL, REJECTION OF. The City reserves the right to reject any or all proposals or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

PROPRIETARY INFORMATION. All bid proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. Proposals should not be marked as confidential or proprietary, and City may refuse to consider a proposal so marked. All information contained within the proposals will become a matter of public record. It is the responsibility of each bidder to clearly identify any and all information contained within their bid proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by a bidder is made, the City will notify the bidder in writing of such demand and shall furnish a copy of the City's written response to the requestor. Bidder may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

NO PUBLIC BID PROPOSAL OPENING/PUBLIC RECORDS ACT. Bid proposals shall be opened and their contents secured by City staff to prevent disclosure during the evaluative process and the process of negotiating with competing proposers. Adequate precautions shall be taken to treat each proposer fairly and to insure that information gleaned from competing proposals is not disclosed to other proposers. Prices and other information concerning the proposals shall not be disclosed until a recommendation for award is made to the awarding authority.

PUBLIC RECORD. All proposals submitted in response to this RFP will become the property of the City upon submittal and a matter of public record pursuant to applicable law.

REPRESENTATIONS. Proposer understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by the City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposal and Scope of Services and all conditions may become part of the agreement between the City of Laguna Niguel and the successful Proposer.

SEVERABILITY. If any provisions or portion of any provision, of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.

SUBCONTRACTOR INFORMATION. If the proposal includes the use of subcontractors, Proposer must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.

SUBCONTRACTOR REFERENCES. For all subcontractors that will be used for providing services as part of the RFP, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

a. Client name;
b. Project description;
c. Dates (starting and ending);
d. Technical expertise;
e. Staff assigned to reference engagement that will be designated for work per this RFP;
f. Client project manager's name and telephone number.

VALIDITY. Proposal must be valid for a period of 90 days from the due date.

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by the Project Manager before the Proposal Submittal Deadline.

CITY OF LAGUNA NIGUEL
REQUEST FOR PROPOSAL

SECTION II

PROPOSAL RESPONSE REQUIREMENTS

Proposers shall submit one printed original (marked original), three (3) printed copies (marked copy) of the proposal and one (1) electronic copy on CD or Flash Drive (will not be returned) on or before the Submittal Deadline to:

City of Laguna Niguel
Public Works Department
30111 Crown Valley Parkway
Laguna Niguel CA 92677
Attn: Nasser Abbaszadeh, Public Works Director / City Engineer

It is imperative that all Proposers responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. *Do NOT include marketing brochures or other promotional material not connected with this RFP.*

All proposals shall be submitted on standard 8.5" by 11" paper (folded 11" by 17" paper is allowed for exhibits) in hard-covered binders. All pages should be numbered and identified sequentially by section. Response items must be indexed in the following order with individual tabs:

A. Cover Letter

Proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter should include an introduction of the firm and summary statement of professional qualifications.

B. Company Data

Please submit the following information:

1. Official name and address.
2. Name, address, and telephone number of the Proposer's primary point of contact.
3. Indicate what type of entity (corporation, company, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
4. Federal Employer I.D. Number.
5. The address, telephone numbers and fax numbers of each of your firm's

locations.

6. A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual.
7. Number of years Proposer has been in business under the present business name.
8. Number of years of experience the Proposer has had in providing required, equivalent, or related services.
9. All comparable contracts entered into during the last five (5) years, completed or not. Please indicate:

   - ☐ Year started and completed
   - ☐ Type of Contract
   - ☐ Contracting Agency
   - ☐ Project Description
   - ☐ Project Manager
   - ☐ Developer of project

10. Any failures or refusals to complete a contract and explanation.
11. Individuals/Firms who own an interest of 10% or greater in the proposing firm.
12. Financial interests in other lines of business.

C. Organizational Chart

Proposer shall include an organizational chart that reflects titles of key staff and management contacts of each individual assigned to provide services under this Proposal. Included in the organizational chart, please list all sub-contracted work to individuals/firms. The organizational chart shall identify which category (ies) are being proposed on.

It is the City's preference to have key personnel identified in the Organizational Chart to remain during the term of the agreement. The Proposer shall note concurrence on the restrictions to changes in key personnel. A transition plan shall be presented in this section in the event there are proposed changes in key personnel, including sub- Consultants, during the term of the agreement that are outside of the consulting firm's control or if the City requests such change.

After contract execution, the Consultant should not substitute key personnel (project manager and others listed by name in the cost proposal) or sub-Consultants without prior written approval from the local agency. The Consultant must request and justify the need for the substitution and obtain approval from the local agency prior to use of a different sub-Consultant on the contract. The proposed substituted person must be as qualified as the original, and at the same or lower cost. For engineering types of Consultant contracts, the Consultant's project manager must be a registered engineer in the State of California.

D. Resumes and Qualifications of Personnel

The Proposer shall furnish a personnel staffing plan with sufficient information for judging the quality and competence of the personnel dedicated to the account. In its assessment of the proposal, City will place considerable emphasis on the commitment by the Proposer to provide qualified personnel for the services being considered. The Proposer shall furnish resumes in outline form for the key personnel committed to this account. Proposer shall also include the

number and type of additional support personnel who will be providing services. The substitution or addition of individuals shall be allowed only with prior written approval of the City.

Resume Format:

Name

Position

Education

Show degrees earned and certifications, school and year of completion. Exclude company courses or information that is not relevant to the person's functional job duties.

Summary of Experience

In chronological order, most recent date first, summarize experience as it relates to traffic signal operations management services.

Professional Memberships/Registrations

If sub-contractors are to be used as part of this proposal, a resume of the sub-contractor and relevant experience is to be included in the same format.

E. References

Proposer must provide three (3) references for whom Proposer has provided similar services performed in California of the nature and scope as set forth in the RFP within the last five (5) years. Include name of business, name of contact person, telephone number of contact person, and description of services provided.

F. Overview and Approach

- **Understanding**: Proposer must include in this section their understanding of traffic signal operations management services as outlined in this Request for Proposal.

- **Approach**: Proposer must include in this section its approach to providing efficient and effective traffic signal operations management services. Include proposed administrative procedures, areas of responsibility and a discussion of service delivery such as method of contact and assignments.

- Proposer must reference **all** duties as listed in the SCOPE OF WORK. Proposer must note any services NOT provided by their firm.

- Proposer shall also list any resources, City assistance or other items expected to be provided by City (computer, office, etc.).

- ☐ Proposer may additionally itemize those services which are further required in the servicing of the account but are not noted in the aforementioned paragraphs as requirements. Proposer will title this section as *ADDITIONAL SERVICES*.

- ☐ **Schedule:** Proposer must include in this section a detailed project schedule for each task and subtask and City review times .

- ☐ **Project Controls:** Describe the firm's ability to control costs and provide accurate and timely invoices through internal control measures; to monitor and stay within budget; to monitor schedule and review times and describe the techniques used to complete projects within the proposed time frames.

- ☐ **Quality Control/Quality Assurance (QA/QC):** Describe the firm's QA/QC processes that will be adhered to during the term of the agreement. Describe the method of ensuring that the quality of work is high.

G. Compensation/Payment Schedule

Proposer is required to submit their cost proposal in the format as outlined in Section V.

Proposer must state if the proposed rate is guaranteed for the term of an agreement (if awarded) or if it is subject to adjustments. If subject to adjustments, Proposer must state the frequency of adjustments and how adjustments are determined.

H. Proposal Forms

INSURANCE. Proposer is required to sign and submit the *Consultant's Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional/Consultant Services* (Appendix 1).

SECTION III

PROPOSAL EVALUATION AND SELECTION

An Evaluation Committee will be established by the City. The Committee may be comprised of City staff or other personnel as determined by the City and will evaluate all proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until or if an award is made. The City shall not be obligated to accept the lowest priced proposal, but the City may make an award in the best interests of the City after all factors are considered, including but not limited to the demonstrated competence, experience and professional qualifications of the Proposer.

Selection of qualified Proposers will be based on the following criteria as set forth herein. Criteria are listed in random sequence and are not considered in any rank or order of importance. Interviews may be held with the most qualified respondents. The recommended proposal will be submitted to the City Council for contract approval.

The proposal will be evaluated on the basis of the response to all questions and requirements of this RFP. The City shall use some or all of the following criteria in its evaluation, in no particular order:

1. Demonstrated competence in traffic signal operations management services,
2. Understanding of public agency policies and procedures, particularly municipalities,
3. Experience of the firm, particularly of staff assigned to traffic signal operations and staff assigned to administer contract,
4. Demonstrated understanding of the service needs outlined in this RFP,
5. Successful delivery of similar services,
6. Quality and experience of sub-contractor team,
7. Location of firm and availability of staff assigned to CITY,
8. Quality of references,
9. Proposed costs,
10. Content, quality, completeness and form of submitted proposal,
11. Interviews, if necessary.

SECTION IV

SCOPE OF SERVICES

City Information: The City of Laguna Niguel (City) invites qualified firms to submit proposals for traffic signal operations management and general traffic services. Should an award be made, the successful Proposer will enter into a professional services agreement with the City of Laguna Niguel to provide traffic signal operations management and general traffic services.

Laguna Niguel is located in southern Orange County approximately 20 miles from Santa Ana and 45 miles south of Los Angeles. Laguna Niguel incorporated on December 1, 1989 as the 29th city in Orange County and has a population of 62,979 (c.2010). The City is a general law city and operates under the council-manager form of government.

Background: The City's traffic signal system currently includes a total of 81 signalized intersections that operate using the Econolite "ARIES" and "CENTRACS" traffic signal management system to coordinate traffic along the major corridors within the City. Key corridors include Alicia Parkway, Crown Valley Parkway, Moulton Parkway, Golden Lantern, Niguel Road and La Paz Road.

Services:

The Traffic Signal Operation Management Consultant will perform the following activities, but is not limited to:

- Manage traffic signal operations, systems and performance of the City's Eighty-one (81) traffic signal controlled intersections, as shown in Appendix 2, and various ancillary devices. Please note the number of traffic signals may increase over the term of the agreement.
- Monitor and review data daily to verify that all traffic signals are working properly.
- Connect to and provide traffic signal input into system controllers manually and/or from the Consultant's office.
- Coordinate with the Director of Public Works / City Engineer to investigate and respond to citizen and stakeholder requests or concerns related to traffic signal operations.
- Investigate and make recommendations on traffic signal improvements, such as any new coordinated signal control systems, more efficient signal phasing, equipment upgrades and significant timing adjustments.
- Monitor system logs to identify potential operational issues at the City's Eighty-one (81) traffic signals.

- Report all traffic signal problems and malfunctions to the City within 24 hours.
- Coordinate maintenance activities with City's street maintenance supervisor and traffic signal maintenance contractor.
- Monitor system coordination along key corridors and refine in response to changing traffic patterns or other requirements to ensure the most efficient signal progression.
- Meet as necessary with the Director of Public Works / City Engineer to discuss issues affecting City traffic signal operations such as private development or City Capital Improvement projects.
- Review the result of corridor traffic signal coordination studies and provide input regarding recommended equipment, traffic signal coordination parameters, etc, as necessary.
- Coordinate with other local agencies on major coordination projects.
- Analyze historical data to identify traffic volumes and patterns in order to assist in determining necessary signal timing adjustments.

The City of Laguna Niguel will also request the selected Consultant to provide support for general traffic engineering services including Capital Improvement Projects input, Traffic Calming project assessments, Engineering Studies and other specialized traffic engineering services on an as needed basis.

The ideal firm will include personnel with extensive experience in traffic signal operations management and familiarity with the City (traffic signal management system and controllers). Regional knowledge and experience is desired.

CITY OF LAGUNA NIGUEL
REQUEST FOR PROPOSAL

SECTION V

COMPENSATION

A. Compensation

The proposal package will include a rate schedule, including a breakdown of all cost components, of all qualified staff to be included in the performance of the scope of work.

Other direct costs, intended to be charged to the City, need to be stated in the proposal package. No mark-ups will be allowed for any other costs. Mileage will **not** be compensated.

B. Invoicing

Invoices are to be submitted monthly. The invoices shall reference the project title, and list charges by task, worker classification, hours, billing rate, and totals.

Each invoice shall contain a progress report describing the work completed during the billing period and the following summary information:

CONTRACT					
Contract Amount	Total Prior Contract Billings	Contract Work Performed this Period	Total Contract Amount Performed To Date	Contract Percent Complete	Total Amount Remaining for the Contract

APPENDIX 1

CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL/CONSULTANT SERVICES

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in **Section 5. Insurance Requirements** of the Agreement for Professional Services and accepts all conditions and requirements as contained therein.

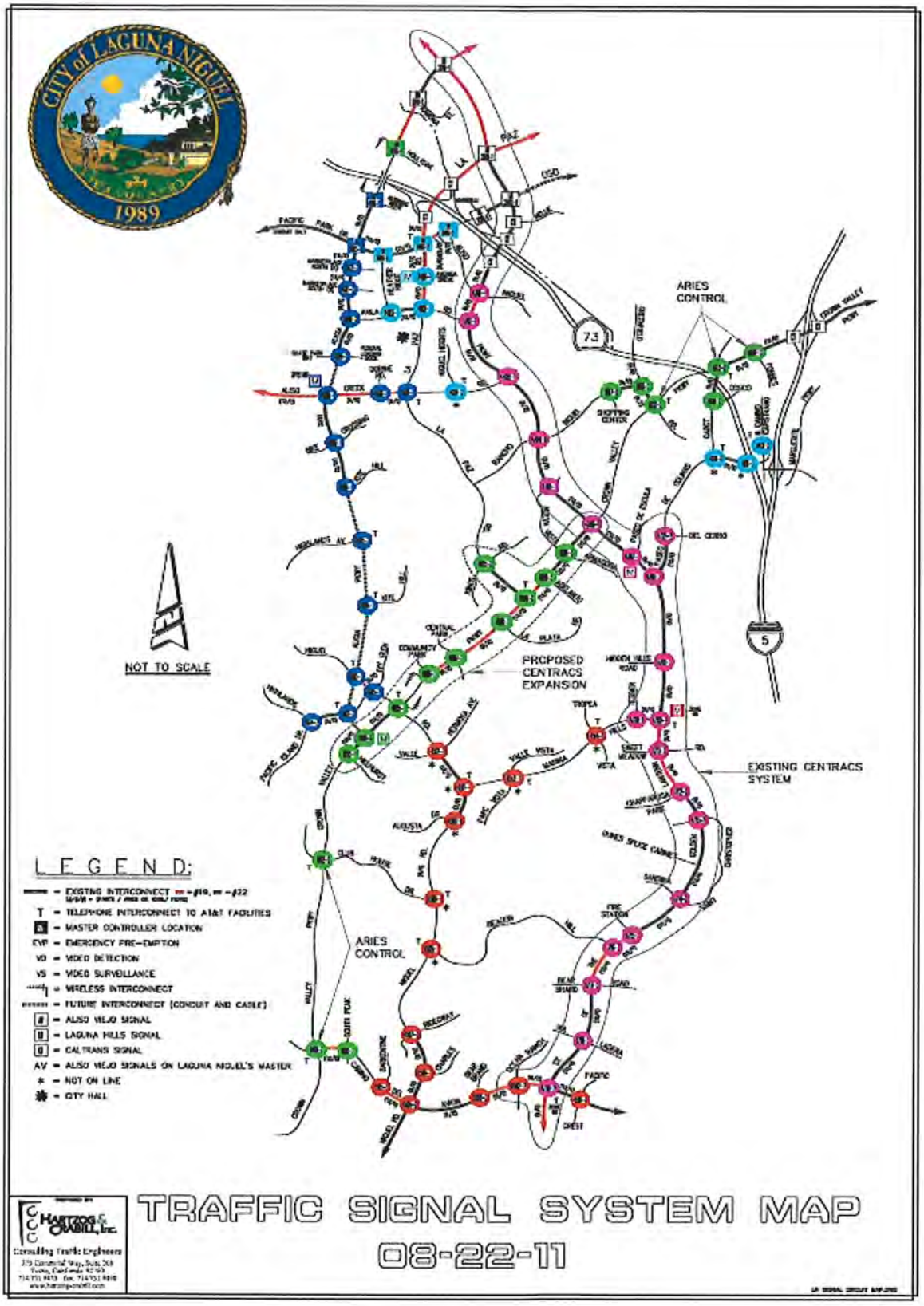
Consultant: _____
Name (Please Print or Type)

By: _____
Consultant's Signature

Date: _____

This executed form must be submitted with Scope of Work proposal.

APPENDIX 2


CITY of LAGUNA NIGUEL
1989
ARIES CONTROL
PROPOSED CENTRACS EXPANSION
EXISTING CENTRACS SYSTEM
NOT TO SCALE
LEGEND:
= EXISTING INTERCONNECT
T = TELEPHONE INTERCONNECT TO AT&T FACILITIES
= MASTER CONTROLLER LOCATION
EVP = EMERGENCY PRE-EMPTION
VD = VIDEO DETECTION
VS = VIDEO SURVEILLANCE
= WIRELESS INTERCONNECT
= FUTURE INTERCONNECT (CONDUIT AND CABLE)
= ALISO VIEJO SIGNAL
= LAGUNA HILLS SIGNAL
= CALTRANS SIGNAL
AV = ALISO VIEJO SIGNALS ON LAGUNA NIGUEL'S MASTER
* = NOT ON LINE
= CITY HALL
ARIES CONTROL
Hartzog & Crabill, Inc.
Consulting Traffic Engineers
TRAFFIC SIGNAL SYSTEM MAP
08-22-11

APPENDIX 3

SAMPLE PROFESSIONAL/CONSULTANT SERVICES AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

TRAFFIC SIGNAL OPERATIONS AND GENERAL TRAFFIC ENGINEERING SERVICES

THIS AGREEMENT is made and entered into the 1st day March, 2017, by and between the City of Laguna Niguel, a municipal corporation, hereinafter the "City", and _____, a _____ hereinafter the "Consultant".

R E C I T A L S:

1. City requires the services of a professional traffic engineering company to operate and maintain the City's traffic signal system including, but not limited to, coordination timing and other operational needs.

2. A request for proposals (RFP) was distributed on December 14, 2016 and on January 18, 2017, (X) proposals were received.

3. Consultant has proposed to operate and maintain the City's traffic signal system.

4. Consultant has represented to the City that the Consultant's personnel have the requisite qualifications and experience to properly perform its proposed services in a thorough, competent, professional and workmanlike manner.

5. The City has evaluated the Consultant's proposed services and desires to enter into an agreement with Consultant for the provision of those services.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Services to be Performed by Consultant. Consultant agrees to perform the professional services for City and to prepare and deliver the work products to City, in a manner satisfactory to City, as described in Consultant's proposal dated _____, ("Scope of Work") which is attached hereto as Exhibit "A"

2. Additional or Different Services. Any proposed changes in the Scope of Work and/or professional services which are the subject of this Agreement shall be made only by written amendment to this Agreement.

3. Term. This Agreement shall become effective on the date stated above and will continue in effect until February 29, 2020 subject to termination as provided in paragraph 27 except the indemnification provisions contained in paragraph 18 shall remain in full force and effect after the Agreement is terminated.

4. Payment for Services. City agrees to pay Consultant for providing the professional services which are described in Exhibit "A", and to pay for those services in the amount and in the manner and at the times set forth in Exhibit "___".

Withholdings. City may withhold payment of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue its work for a period of thirty (30) days from the date of withholding as a result of such withholding. Consultant shall have an immediate right to appeal to the City Council with respect to such disputed sums. The determination of the City Council with respect to such matters shall be final.

Upon submission of each invoice, if the City is satisfied that the Consultant has performed the services described therein, the City shall promptly approve the invoice, in which event, payment shall be made within thirty (30) days of receipt of the invoice by City. Such approval shall not be unreasonably withheld. If City does not approve an invoice, the City shall notify Consultant in writing of the reasons for the non-approval within seven (7) days of receipt of the invoice.

5. Ownership of Documents and Drawings. All original drawings, plans, designs, reports, notes, calculations, maps, and other documents developed during the course of Consultant providing the professional services required by Exhibit "A" shall be the property of the City and shall be provided by Consultant to City upon their completion. Further, even if this Agreement is terminated, said documents shall be the property of the City and may be used by City as it determines appropriate.

6. Time is of the Essence. Consultant agrees to perform the services and deliver the work products provided for herein in strict accordance with any schedules set forth in the attached Exhibit "A".

7. Consultant to Supply Instrumentalities. Consultant shall supply all instrumentalities and tools required to perform the services under this Agreement.

8. Licenses; Standard of Care.

a. Consultant represents and agrees that all personnel engaged by Consultant in performing services are and shall be fully qualified and are authorized or permitted under state and local law to perform such services. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals required of its profession to provide the services and work required to be performed by this Agreement. Consultant further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

b. Consultant shall perform the services under this Agreement in a skillful and competent manner. The Consultant shall be responsible to City for any errors or

omissions in the performance of work pursuant to this Agreement. Should any errors caused by Consultant be found in such services or products, Consultant shall correct the errors at no additional charge to City by redoing the professional work and/or revising the work product(s) called for in the Scope of Work to eliminate the errors.

9. Legal Responsibilities. Consultant shall keep itself informed of all State and Federal laws and regulations which may, in any manner, affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall, at all times, observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Consultant to comply with this paragraph.

10. Non-Assignability. Neither this Agreement nor any rights, title, interest, duties or obligations under this Agreement may be assigned, transferred, conveyed or otherwise disposed of by Consultant without the prior written consent of City.

11. Subcontracting Subject to Approval. Consultant may not subcontract any portion of the work required by this Agreement to other persons or firms unless Consultant first obtains the written consent of City to engage in such subcontracting.

12. Independent Consultant. Consultant is and shall at all time remain as to City a wholly independent contractor. Neither the City nor any of its officers, employees, or agents, shall have control over the conduct of the Consultant or any of the Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents, are officers, employees, or agents, of the City. Except as specified in writing by City, Consultant shall have no authority, expressed or implied, to act on behalf of City, and Consultant shall have no authority, expressed or implied, to incur any obligation or liability against the City. Consultant shall be responsible for and pay all taxes and other payments for Consultant and its employees for Federal and State income taxes, including withholding of taxes, Social Security, worker's compensation insurance, State disability insurance, unemployment insurance, and all other similar items.

13. Administration. This Agreement will be administered by the Public Works Department. The Director of Public Works / City Engineer or his designee shall be considered the Project Administrator and shall have the authority to act for the City under this Agreement. The Director of Public Works / City Engineer or his designee shall represent the City in all matters pertaining to the services to be rendered pursuant to this Agreement.

14. Progress. Consultant is responsible to keep the Project Administrator and/or his designee informed on a regular basis regarding the status and progress of the work being performed pursuant to this Agreement.

15. Cooperation of City. City agrees to comply with all reasonable requests of Consultant and provide access to all documents reasonable necessary for the performance of Consultant's duties under this Agreement.

16. Confidentiality. No news releases, including photographs, public announcements, or confirmations of the same, of any part of the work being performed pursuant to this Agreement shall be made without prior written approval of the City. The information which results from performing the services required by this Agreement is to be kept confidential unless the release of information is authorized by the City.

17. Conflicts of Interest. Consultant represents that it is not currently engaged in and has not contracted to perform work on the behalf of any party or parties whose interests are or would reasonably appear to be adverse to those of City. In the event that Consultant should discover that it has represented, is representing or is being requested to perform work for a party or parties with interests adverse to those of City, Consultant shall immediately notify City in writing of such situation. Said notification requirement shall apply to all work performed by Consultant for another party or parties, with interests adverse to those of City, on a subcontract as well as on a contract or other basis. Further, the Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose financial interest that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest. If subject to the Act, Consultant shall comply with all requirements of the Act. Failure to do so constitutes a material breach and is grounds for termination of this Agreement by the City.

Consultant agrees not to provide services within the City boundaries for any other public or private entities without prior written approval from City.

18. Indemnification. Consultant shall indemnify, protect, defend and hold harmless, City and its Council members, officers, employees, agents, and representatives from any suits, claims, actions, liability or damages of whatsoever kind and nature that may arise from or is in any way related to Consultant's performance of work pursuant to this Agreement. This provision shall survive the term of this Agreement.

19. Insurance. Without limiting Consultant's indemnification of City as described in paragraph 18, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement policy or policies of liability insurance of the type and amounts described below and satisfactory to the City Attorney. Such policies shall be signed by a person authorized by that insurer to bind coverage on its behalf and must be filed with the City prior to exercising any right or performing any work pursuant to this Agreement. Said policy or policies shall be with insurance carriers admitted to do business in the State of California. The City of Laguna Niguel and its Council members, officers, employees, agents, and representatives shall be named as additional

insureds under the policies required by subparagraphs a.(2). and a. (3). for all liability arising from Consultant's performance of services pursuant to this Agreement. This insurance shall be primary to any insurance maintained by the City. City insurance shall not contribute to any judgment rendered against the City.

a. Prior to the commencement of any services hereunder, Consultant shall provide to City certificates of insurance with original endorsements, and copies of policies, if requested by City, of the following insurance coverage:

(1) Worker's compensation insurance covering all employees and principals of Consultant that is of a minimum amount of $1 million per accident and is in accordance with the laws of the State of California.

(2) General liability insurance covering third party liability risks, including without limitation contractual liability, in a minimum amount of $2 million combined single limit per occurrence for bodily injury, personal injury, and property damage. If general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit.

(3) Auto liability and property insurance covering any owned, hired and non-owned vehicles of Consultant in a minimum amount of $2 million combined single limit per accident for bodily injury and property damage.

(4) Professional liability insurance, or errors and omissions insurance, for claims for bodily injury, death, property damage, or economic loss which may arise from the performance of the Consultant's work under this Agreement. Such policies shall be in the amount of $2 million per occurrence and in the aggregate.

b. Said policy or policies shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after sixty (60) days prior notice has been given in writing to City. Consultant shall give to City prompt and timely notice of any claim made or suit instituted against Consultant pertaining to Consultant providing services pursuant to this Agreement. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the services under this Agreement.

c. Consultant shall include subcontracting consultants, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each

subcontractor. All coverage for each subcontractor shall be subject to the requirements stated herein.

20. Nondiscrimination by Consultant. Consultant represents and agrees that Consultant, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, handicap, or national origin. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

21. City's Rights to Employ Other Consultants. City reserves the right to employ other consultants in connection with the subject matter of the Scope of Work.

22. Consultant's Records. Consultant shall keep records and invoices in connection with it work performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

23. Notices. Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery or by mail. Mailed notices shall be addressed to the address of the parties to be notified which appears below, but each party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of five (5) calendar days following the date of mailing of the notice.

CITY: City of Laguna Niguel
Attn: Director of Public Works / City Engineer
30111 Crown Valley Parkway
Laguna Niguel, California 92677

CONSULTANT: _____

_____

_____

_____

24. Entire Agreement. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services described in Exhibit "A" hereto by Consultant for City and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this Agreement shall be valid or binding. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both [all] parties to this Agreement.

25. Exhibits. The Exhibits referenced in this Agreement are attached hereto and incorporated herein by this reference as though set forth in full in the Agreement.

26. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California. Any legal action in which enforcement of the terms and conditions of this Agreement is requested, or in which it is alleged that a breach of this Agreement has taken place, shall be filed and prosecuted in the County of Orange, California.

27. Termination. City may terminate this Agreement, without cause or penalty, by providing written notice to the other party that the Agreement is terminated. Said written notice shall be provided at least fifteen (15) days in advance of the termination date. Unless terminated as provided herein, this Agreement shall continue in effect for the period set forth in Section 3. If City terminates this Agreement pursuant to this paragraph, Consultant's compensation shall be paid based on the percentage of the required services performed.

28. Breach of Agreement. If Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of City to object to any default in the performance of the terms and conditions of this Agreement shall not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

29. Attorney Fees. If any legal proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

30. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

31. Successors and Assigns. The terms and conditions of this Agreement shall be binding on the successors and assigns of the parties to this Agreement.

32. Authority to Sign. The person or persons executing this Agreement on behalf of the Consultant warrants and represents that he/she/they has /have the authority to execute this Agreement on behalf of the Consultant and has/have the authority to bind the Consultant to the performance of the obligations hereunder.

///

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

"CITY"
CITY OF LAGUNA NIGUEL

By: _____

Print Name: _____

Title: _____

ATTEST:

_____

Eileen Gomez,
City Clerk

APPROVED AS TO FORM BY THE
CITY ATTORNEY FOR THE
CITY OF LAGUNA NIGUEL,
CALIFORNIA

_____

Terry E. Dixon, Esq.

City Attorney

"CONSULTANT"

__[insert name of company]_____

By: _____

Print Name: _____

Title: _____

9/23/14 Form

EXHIBIT "B"

COMPENSATION