REQUEST FOR PROPOSALS

FOR

PLANNING AND ENGINEERING SERVICES FOR THE DEVELOPMENT OF A SAFE STREETS FOR ALL ACTION PLAN

RFP Release Date
Wednesday, October 16, 2024

Proposal Submittal Deadline
5:00 p.m., Wednesday, November 6, 2024

Contact Person:
Bernardo Iniguez, Director of Public Works/Facilities
City of Bell Gardens
8327 Garfield Avenue
Bell Gardens, CA 90201
(562) 806-7770
biniguez@bellgardens.org

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BACKGROUND AND GENERAL INFORMATION

The City of Bell Gardens (City) was incorporated on August 1, 1961, as a general law city, thus, it operates under the Council/Manager form of government. The five City Council members are elected at-large by registered voters in the City for staggered four-year terms and serve as the City's legislative, policy-making body. The Mayor position is shared among the Council members who select one another as Mayor annually. The City Council holds bi-monthly public meetings. The City Manager is responsible for directing City affairs as prescribed by the City Council. The City has a population of approximately 38,000 in an area of 2.5 square miles located in the southeastern part of Los Angeles County. The City shares a common boundary with the Cities of South Gate, Bell, Downey, and Commerce. The City is considered an integral part of the Los Angeles-Long Beach metropolitan area.

The City is seeking proposals from qualified firms with proven expertise to provide planning and engineering services related to the development of a safety action plan. A 6% Race Conscious Disadvantaged Business Enterprise participation has been established for this procurement. The selected firm will be responsible for updating the City's existing "Citywide Complete Streets Plan" and "Systemic Safety Analysis Report" to create an action plan that conforms to the Safe Streets and Roads for All (SS4A) Program and will allow the City to pursue future grant funds for capital infrastructure projects. The City received a grant in the amount of $200,529 through the SS4A Program to fund this project.

The project activities will include: 1) analyzing and incorporating policies, strategies, and approaches from various agencies including the Federal Highway Administration's (FHWA's) Safe Systems Approach; 2) analyzing collision data citywide to best assess the need for safety enhancements, identify key hot-spot locations for quick-build projects and safety initiatives, and conceptually design and recommend low-cost and adjustable improvements for the community which include safety countermeasures that will reduce fatalities and serious injuries quickly and efficiently; and 3) developing a recommendation and prioritization of conceptual projects and strategies that will be an investment in networks of safe, accessible bicycle and pedestrian infrastructure, with a particular focus on closing gaps and investing in low-income and disadvantaged communities.

Engagement with non-motorists, transit users, motorists, and stakeholders (hospitals, schools, businesses, community-based organizations, transit and/or transportation agencies) will be critical in the project's success. The selected firm will ensure proper communication and transparency is achieved by all parties. Plan updates will include an equity analysis, implementation plan, outcome measures, and goal of reducing roadway fatalities.

It is the intent of the City to select a single Consultant to provide the requested planning and engineering services.

SUBMITTAL PROCEDURES/DEADLINE

An electronic version of the proposal shall be emailed to *cityclerkdesk@bellgardens.org* and *biniguez@bellgardens.org* no later than **5:00 p.m. on Wednesday, November 6, 2024**. Additionally, three hard copy sets of the proposal *(two (2) bound, one (1) unbound)* **shall be delivered no later than 5:00 p.m. on Wednesday, November 6, 2024, to the City Clerk's Office**. The electronic version of the proposal must be an exact duplicate of the hard copies and the subject line must read "City of Bell Gardens Proposal for Planning and Engineering Services for the Development of a SS4A Action Plan". If the proposal includes any comments over and above the specific information requested in this RFP, such information should be included as a separate appendix and placed at the end of the proposal.

Postmarks by this date are unacceptable and no facsimiles will be accepted. Please mail or deliver your response in a sealed envelope with "City of Bell Gardens Proposal for Planning and Engineering Services for the Development of a Safe Streets for All Action Plan (SS4A) RFP Response" written below the address label and addressed as follows:

City Clerk's Office
Attention: Daisy Gomez, City Clerk
"Planning and Engineering Services for the Development of a Safe Streets for All (SS4A) Action Plan RFP Response"
City of Bell Gardens
7100 Garfield Avenue
Bell Gardens, CA 90201

Questions and Inquiries

To ensure a fair and objective RFP process and evaluation, all questions and inquiries related to this RFP shall be addressed in writing to Bernardo Iniguez, Director of Public Works/Facilities, at biniguez@bellgardens.org. The deadline for written questions and inquiries is Monday, October 28, 2024 at 12:00 p.m. City Hall is open Monday through Thursday from 7:30 AM to 6:00 PM.

The tentative schedule for this RFP is as follows:

Release of RFP	Wednesday, October 16, 2024
Deadline for Questions	Monday, October 28, 2024 at 12:00 p.m.
Response to Questions	Thursday, October 31, 2024
Proposal Due Date	Wednesday, November 6, 2024 at 5:00 p.m.
Interviews with Proposers, if necessary	Thursday, November 18, 2024
City Council Recommendation of Award	Monday, December 9, 2024

DEFINITIONS, TERMS, AND CONDITIONS

Definitions: To simplify and clarify the language throughout this RFP, the following definitions shall apply:

City Council: The elected officials of the City of Bell Gardens, who have been given the authority to exercise such powers and jurisdiction on all City business as conferred by the State Constitution and the City of Bell Gardens Municipal Code.

Agreement: An Agreement between the City and the selected Consultant to furnish professional services over a designated period.

Consultant: The bidder, contractor, vendor, firm, company, proposer, organization, or individual offering a proposal in response to this RFP.

Proposal General Terms and Conditions:

RFP General Conditions

Consultants should be aware that the RFP and the contents of the successful proposal will become a part of any subsequent contractual documents that may arise from this RFP.

Following the Proposal Submission Deadline, the City, pursuant to the California Public Records Act (Govt. Code Section 6250 et seq.) reserves the right to make copies of all submitted proposals available for inspection and copying by any interested member of the public, except to the limited extent the City determines that any information contained in a proposal is legally privileged under the California Public Records Act. By submission of a proposal, Consultants acknowledge and agree that their proposal and any information contained therein may be disclosed by the City to interested members of the public, including other proposers. All responses to the RFP received become a matter of public record and shall be regarded as public records, except for those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

Proposal Validity

All proposals, with associated costs, shall be considered valid and binding on the Consultant for a period of ninety (90) days after the proposal due date.

Electronic Documents

Consultants may be supplied with the original RFP documents in electronic form to aid in the preparation of proposal(s). By accepting these electronic documents, each Consultant agrees not to edit or change the language or format of these documents. Submission of a proposal by a Consultant signifies full agreement with this requirement.

Receipt of Proposals

Submitted proposal(s) must be properly addressed and received by the City prior to the date and time specified. The mere fact that the proposal was dispatched will not be considered; the Consultant must ensure that the proposal is delivered.

Proposals received after the date and time specified shall be returned and will be considered nonresponsive, void and unacceptable. The City is not responsible for the lateness of the mail carrier, etc.; and the time/date stamp of receipt by the City Clerk's Office shall be the official time of receipt.

Alterations

Proposal documents cannot be physically altered or amended after the closing date. Alterations made before closing must be initialed by the Consultant to guarantee authenticity. Proposals may not be withdrawn after the proposal closing date, and each Consultant agrees to this stipulation upon submittal of its proposal. However, all proposals are subject to negotiation before an Agreement is awarded as further described below.

Point of Contact and Communication

The Director of Public Works/Facilities is the designated "Point of Contact" for this RFP. Proposers must only communicate with the Point of Contact during the RFP submission and procurement process. Communications initiated by proposers to this RFP with members of the City Council, or officers, personnel or employees of the City, other than via the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this RFP submission and procurement process shall be submitted in writing to the Point of Contact as follows:

City of Bell Gardens
Attention: Bernardo Iniguez, Director of Public Works/Facilities
8327 Garfield Avenue
Bell Gardens, CA 90201
(562) 806-7770
Email: biniguez@bellgardens.org

The City shall not be responsible for any verbal communication between any employee of the City and any proposed Consultant outside of the communication procedures established in this RFP. Only written requirements and qualifications will be considered. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.

Proposers and proposers' representatives may not communicate with the City Council members about this RFP. In addition, proposers and proposers' representatives may not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City regarding this RFP until after an Agreement resulting from this RFP is awarded by the City. However, proposers and their representatives are not prohibited from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "proposer" or "proposer's representative" includes all of the proposer's employees, officers, directors, Consultants and agents, any subcontractors or suppliers listed in the proposer's proposal, and any individual or entity who has been requested by the proposer to contact the City on the proposer's behalf.

Reservations

The City reserves the right to accept or reject any or all responses received in response to this RFP. The City also reserves the right to waive any informality, technical defect or clerical error or irregularity in any response. The City's potential award of an Agreement will not be based on any single factor, nor will it be based solely or exclusively on the lowest cost proposal. If an Agreement is awarded, the award will be to the Consultant or Consultants who in the judgment of the City have presented an optimal balance of relevant experience, price, quality of service, work history and other factors which the City may consider relevant and important in determining which proposals are best for the City. Additionally, the City may, for any reason, decide not to award any Agreements based on this RFP. The City reserves the right to cancel or modify this RFP. The City shall not be obligated to respond to any responses submitted, nor be legally bound in any manner by the submission of the response. The City reserves the right to negotiate deliverables and associated costs. There is no guarantee that the City will award an Agreement.

Reimbursements

The Consultant shall be solely and exclusively responsible for all costs incurred in connection with the preparation and submission of the proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. The City is not liable for any costs incurred by a proposer in response to this RFP. Whether or not a Consultant is awarded an Agreement pursuant to this RFP, no proposer shall be entitled to reimbursement for any costs or expenses associated with the Consultant's participation in this RFP process.

Certification

Any proposal that does not contain all the information requested in this RFP will be considered incomplete and may be rejected by the City.

Funding

The City operates and is funded on a fiscal yearly basis. Accordingly, the City reserves the right to terminate, without any liability, any Agreement for which funding is not available.

Negotiations

Negotiations may be conducted with responsible Consultants who submit proposals that are reasonably susceptible of being selected. All Consultants reasonably susceptible of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview. Although this process will ultimately result in the award of a single Agreement, the City reserves the right to negotiate an Agreement with more than one

firm.

Additional Information

During the proposal evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Consultants. The City also reserves the right to investigate the qualifications of the proposed Consultant(s) as it deems appropriate.

Award of Agreement

Award of any Agreement resulting from this RFP will be by the City Council at a public meeting.

Notice of Federal Participation

Financial assistance for the services described in this RFP will be partially provided using funds from the FHWA. Any contract and subcontract to provide the services described in this RFP will be subject to all applicable "FHWA Required Federal Provisions and Certifications" as described in **Attachment A**. Firms shall complete and submit all certifications provided in this attachment with their proposals.

Disadvantaged Business Enterprise

A separate contract goal of **6% Race Conscious Disadvantaged Business Enterprise participation has been established for this procurement.** The City, as a recipient of federal financial assistance, is required to implement Metro's Disadvantaged Business Program in accordance with federal regulation 49 CFR Part 26, as described in the "RC-DBE Instructions for Metro Subrecipient Agencies" in **Attachment B**. Firms are required to meet this goal or demonstrate Good Faith Efforts as a condition of the award of this Contract. Firms able to meet this goal shall complete and submit with their proposal the "Bidders List" and "Local Agency Proposer RC-DBE Commitment" forms located in the attachment. Firms unable to meet this goal shall complete and submit with their proposal the "RC-DBE Information – Good Faith Efforts" form located in the attachment.

Protests

Protests regarding any aspect of this RFP, the solicitation process, or the proposed award of a contract must be submitted in accordance with the following procedures.

Types of Protests

There are three basic types of protests, based on the time in the procurement cycle when they occur. Differences in the protest process between these three types, if any, are noted.

- Pre-bid or Solicitation Phase Protest is received prior to the bid opening or proposal due date. A Pre-bid Protest must be received by the City within five (5) days of the date specified for the City's Final Addenda and Answers to be issued. Depending upon when the protest is received and the City's review, the City may or may not

delay the bid opening or proposal due date.

- Pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract. A Pre-award Protest must be submitted to the City following the content and submission procedures specified herein within three (3) working days of the date the protester learned or should have learned of the basis of protest. Pre-award Protests must be received by the City prior to the agency's formal action on the contract award. Depending upon when the protest is received and the agency's review, the City may or may not delay the contract award.
- Post-award Protest is received after award of a contract. A Post-award Protest must be submitted to the City following the content and submission procedures specified herein within five (5) working days of the date the protester learned or should have learned of the basis of appeal. A Post-award Protest must not be based on the same set of facts rejected in a Pre-award Protest.

Content and Submission of Protests

Protests must contain the following information:

- Description of the solicitation or contract and number;
- Name of protestor with address, contact information, phone numbers and email addresses;
- Detailed statement of the grounds for protest; and
- Statement of the proposed relief or remedy.

Protests must be submitted in writing via email with hard-copy back-up, USPS, FedEx or other package delivery service, or hand-delivered to:

City of Bell Gardens
7100 Garfield Avenue
Bell Gardens, CA 90201
Attention: Bernardo Iniguez, Director of Public Works/Facilities
Email: biniguez@bellgardens.org

Grounds for Protest

A protest may be submitted on one or more of the following grounds:

1. The CITY failed to follow the procedures or requirements in this RFP;
2. That there has been a violation of conflict of interest laws as provided by California Government Code section 87100 et seq.; or
3. That there has been a violation of State or Federal law.

Evaluation and Decision on Protest

Upon receipt of a protest, the City of Monrovia will review the grounds for the protest and provide a written response addressing in detail each substantive issue raised in the protest. A copy of the protest and the City's decision will be transmitted to the protester. The City Manager for the City of Monrovia is the responsible official for evaluation of protests and has the authority

to make the final determination in matters of protest. The decision of the City of Monrovia will be final.

Should material information become available subsequent to the City Manager's decision on a protest or, if the protester believes that an error has been made of law or regulation, the protester may request reconsideration of that decision by formal notice to the City Manager within five (5) working days of the date of the original protest decision.

Consultant Dress Code, Appearance, and Equipment

The selected Consultant shall require each of its employees to adhere to industry standards of work ethic and attire. Shirts shall be worn at all times and shall be buttoned and tucked in. The Consultant's employees shall have shirts with the Consultant's company logo or wear Consultant-issued identification cards at all times while performing work on behalf of the City. No caps with insignias or designs other than the Consultant's logo may be worn, and no caps shall be worn backwards. The Consultant shall provide its employees all of the necessary equipment, vehicles, and apparatus needed to perform the services contained in this RFP.

SCOPE OF WORK

The primary goal of this RFP is to solicit proposals from qualified Consultants who can assist the City with updating its existing Complete Streets Plan and Systemic Safety Analysis Report (SSAR) to create a conforming Safe Streets for All (SS4A) Action Plan.

The Scope of Work is as follows:

TASK 1.0 PROJECT INITIATION AND MANAGEMENT

The Consultant must oversee all aspects of the project as required. The Consultant must meet regularly with the City of Bell Gardens throughout the project period.

1.1 Project Kick-off Meeting: A kick-off meeting will be conducted to discuss the Consultant's approach to the project, recommendations for the project, and to finalize the project schedule. The Consultant shall deliver an agenda and meeting notes.

1.2 Monthly Reporting/Invoicing: Monthly reporting and regular invoices shall be submitted to the City and provide information needed to complete reports to the funding agencies. The Consultant will need to be available to answer any follow-up questions regarding its work or the information provided in its reports.

1.3 Presentations: The Consultant shall provide all presentation materials, content for staff reports, and presentation as needed.

1.4 Regular Project Management Meetings: Hold regular Project Management Meetings/check-ins with City Staff; these can be conducted virtually or as conference calls. The Consultant shall deliver all meeting agendas and notes as required.

1.5 Project Management Plan: Consultant shall develop a project management plan with project schedule for review and approval by the City.

1.6 Project Closeout Files: The Consultant must also submit all Project Closeout Files

TASK 2.0 COMMUNITY ENGAGEMENT

It is essential that this project include meaningful engagement and collaboration with the community and stakeholders (e.g., local government staff, including planners, engineers, public works, law enforcement personnel, advocacy groups, and other stakeholders).

2.1 Outreach & Marketing Strategy: Consultant shall develop an outreach and marketing strategy document to implement meaningful engagement and collaboration. Additional deliverables including flyers, information sheets, presentations, and social media posts shall be provided to the City.

2.2 Online Platform: The Consultant shall develop a project webpage, additional digital media content (e.g. story maps), and two online surveys.

2.3 Technical Advisory Committee: Aid the City in establishing a Technical Advisory Committee who will be charged with the plan's development, implementation, and monitoring. Include a description of the TAC membership and what role they played in the development, implementation, and monitoring of the Action Plan.

Provide a list of stakeholders, committee agendas, presentation materials and meeting notes.

2.4 Direct Outreach: Consultant is expected to conduct direct outreach and engagement activities with the community to aid in the development of the Action Plan and list of recommended concept projects. Deliverables include a list of stakeholders, workshop materials, meeting materials and notes to engage the community and all other stakeholders.

2.5 Stakeholder Engagement Chapter in Action Plan: The Consultant shall provide a Stakeholder Engagement Chapter in the Action Plan that summarizes engagement activities and input from all community members and stakeholders.

TASK 3.0 EXISTING CONDITIONS INVENTORY, MAPPING AND ANALYSIS

The Consultant will perform an existing conditions inventory, mapping, and analysis (with equity considerations) to help inform the development of the Action Plan implementation strategies.

3.1 Update Data Analysis: Conduct an inventory of existing conditions related to transportation infrastructure. Conduct an analysis of existing conditions and historical trends related to transportation collisions, fatalities, and serious injuries across the jurisdiction. Conduct an analysis of the crash locations, contributing factors, and types. Conduct an analysis of systemic and specific safety needs. Consultant shall provide a Memorandum summarizing all research, tables of data for Action Plan, hot spot analysis with collision factors and corresponding maps, and collision analysis report.

3.2 Assessment of Existing Policies, Programs and Practices: Consultant shall assess existing policies, programs, and practices related to transportation safety. The Consultant shall provide Policy and Planning Context Chapter for the Action Plan.

3.3 Update Existing Conditions Report: Once all analysis and assessments of existing conditions are complete, the Consultant shall provide fact sheets and an Updated Existing Conditions Report to include in the Action Plan.

TASK 4.0 POLICY DEVELOPMENT

The Consultant shall conduct a review of current best practices, laws, policies, plans, guidelines, and/or standards, both regionally and nationally.

4.1 Best Practices Research: Consultant shall research best practices related to transportation safety and provide a Best Practices Chapter to include in the Action Plan.

4.2 Policy Development and Equity Analysis: Consultant shall perform equity analysis and provide an Equity Analysis Chapter that reflects the impact of crashes on the City's underserved community and project prioritization criteria that consider equity. Based on assessments conducted in Task 3.3, Consultant shall identify opportunities to improve how processes prioritize safety and discuss

implementation through the adoption of revised or new policies, programs, and practices. Consultant shall provide a Policy Development Chapter to include in the Action Plan.

4.3 Update Goals, Objectives, and Strategies: Consultant shall review the goals, objectives, and strategies identified in the "Citywide Complete Streets Plan" and "System Safety Analysis Report" and develop an updated Goals, Objectives and Strategies Chapter to include in the Action Plan.

TASK 5.0 FINAL PLAN DEVELOPMENT

The Consultant will develop a final Action Plan with proposed pedestrian and bicycle facilities, proposed safety projects and programs, implementation framework, prioritization analysis, cost analysis and benefits.

5.1 Update Proposed Pedestrian and Bicycle Facilities: Consultant shall develop and provide concept visualizations of proposed pedestrian and bicycle facilities to include in an Updated Proposed Pedestrian and Bicycle Facilities Chapter in the Action Plan.

5.2 Update Proposed Safety Projects and Program: Consultant shall review the proposed projects and programs identified in the "Citywide Complete Streets Plan" and "System Safety Analysis Report" to determine what projects and programs have already been achieved, and what projects and programs remain to be implemented. Consultant shall identify and design a comprehensive set of new safety projects and programs to include in the Action Plan. Consultant shall provide an Updated Proposed Safety Projects and Programs Chapter to include in the Action Plan.

5.3 Implementation Framework: Consultant shall identify a comprehensive set of projects and strategies to address the safety problems with time ranges when projects and strategies will be deployed. Consultant shall provide an Implementation Plan Chapter to include in the Action Plan.

5.4 Prioritization Analysis: Consultant shall develop project prioritization criteria and provide a Prioritized Project and Program List and Prioritization Methodology to include in the Action Plan.

5.5 Cost Analysis: Consultant shall develop and provide planning level cost estimates for identified priority projects and programs, along with a list of Potential Revenue Sources.

5.6 Benefits: Consultant shall develop and provide a list of expected benefits of proposed projects and programs to include in the Action Plan.

TASK 6.0 FINAL REPORT

The Consultant shall develop and provide both a draft and final Action Plan. At minimum, the Plan shall include all the elements outlined in this RFP. The document should be easily accessible and readable with graphics, charts, and visuals. The Consultant will provide a digital copy of the draft Action Plan and a digital copy of the final Action Plan. The Consultant will present the draft and final Action Plan to the City of Bell Gardens City Council for

adoption.

6.1 Plan Outline: Consultant will prepare and provide an outline of all elements to be included in the Action Plan.

6.2 Draft Plan: Consultant shall prepare and provide a draft Action Plan to City staff for review and comment. Consultant shall present the draft plan to the TAC, City committees, and City Council for comment. Consultant shall prepare a comment and response matrix.

6.3 Final Plan: Consultant shall incorporate comments received as directed by the City to prepare a final version of the Action Plan. Consultant will present the final plan to the TAC, City committees, and City Council.

6.4 Adopted Plan: The final Action Plan will be taken to the City Council for formal adoption. Consultant will assist by preparing staff report materials and attending the City Council meeting.

PROPOSAL FORMAT AND CONTENT REQUIREMENTS

The following instructions describe the form in which proposals must be submitted. Responses to the following items will be used for proposal evaluation. Proposals that do not contain responses to each of the requirement items will be considered incomplete and may be rejected.

Proposal documents should provide a straightforward, concise description of the Consultant's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City. The requirements stated do not preclude a Consultant from furnishing additional reports, functions, and costs as deemed appropriate.

The proposal must contain the following elements:

1. Transmittal Letter:

   A letter of transmittal signed by an individual authorized to bind the proposer stating the proposer has read and will comply with all terms and conditions of the RFP.

   The transmittal letter will contain, at a minimum: a) company name and address; and b) an executive summary briefly describing the proposer's ability to perform the work requested, a history of the Consultant's background and experience providing services, and a description of the firm's understanding of the City's needs.

   Conflict of Interest Statement: The Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this Agreement. Particular attention should be paid to compliance with Government Code section 1090.

2. Minimum Qualifications, Prior Related Experience, and References

   Provide an overview of the firm's experience and qualifications, with special attention to the firm's experience on similar projects or assignments. Provide examples of comparable projects completed within the last five years. Summarize the relevant experience, work history, training, education, and special certifications of the proposer's personnel who will be performing the professional services contemplated under this RFP. Briefly discuss the proposed staff's experience in conducting planning and engineering activities as noted above. Relevant experience can include your company's overall experience and experience with providing similar programs for municipal agencies. If applicable, describe firm's experience with State or Federally funded projects.

   The proposer must provide evidence to show that the firm and members of the proposer's project team possess the specific minimum experience, qualifications, competence, resources, and business integrity as specified in the scope of work that are necessary to carry out the work under the contract as expected. Examples of evidence include but are

not limited to resumes and project/service summaries that highlight the team's specific experience.

A list of at least five (5) professional references, three (3) of which shall be from a municipal or public agency. This client reference list must include the following information for each reference listed: a) complete description of the work/services provided, b) the time period for the work/services provided, c) the name and contact information of the client, including telephone number and/or address, and d) the key managers and professionals assigned to the work/services. The information concerning the work/services provided for each respective client must be no more than five (5) years old.

3. Management and Staffing:

Describe the management and staffing configuration to be utilized to complete each component of the scope of work. Include an organization chart showing the names and roles of proposed personnel. Describe the qualifications of staff to be assigned to the City, their title, and types and amount of equivalent experience. Resumes of all proposed personnel must be included. The proposal must indicate who will have primary responsibility for the requested services. The proposal must also identify any proposed subcontractors or subconsultants that are integral to the proposed team.

4. Approach and Methodology

Explain the way in which the firm will complete all the services and deliverables as called for under the RFP. Include a brief overview of the Consultant's understanding of the project. Describe the firm's proposed approach and methodology to be taken in addressing each component in the scope of work. Provide a workplan and timeline/schedule depicting project milestones and deliverables required to properly perform the requested services. Note: in accordance with the grant and the City's goal, the project needs to be fully completed with an adopted plan by December 31, 2025.

The City will expect the selected Consultant to adhere to the established methodology and workplan.

5. Cost and Pricing:

The Fee Proposal shall be detailed in a format to allow the City to analyze and evaluate applicable costs. Detailed breakdown shall include tasks, subtasks, staff classifications, hours and fees. The Fee Proposal should contain all pricing information related to performing the scope of work, including a breakdown of the costs for any reimbursable expenses (travel, supplies, program incentives, etc.). Prepare a table of estimated hours by classification for each of the proposal tasks and subtasks in the scope of work. The Fee Proposal should include a total, all-inclusive "Not-to-Exceed" lump sum fee. Please use a

format similar to the sample fee proposal table below.

The Fee Proposal shall be submitted in a separate PDF file which is clearly named **"FEE PROPOSAL – [CONSULTANT NAME]"**.

SAMPLE FEE PROPOSAL TABLE

	Classification A		**Classification B**		**Totals**	
	Hours	**Rate ($10)**	**Hours**	**Rate ($20)**	**Hours**	**Cost**
Task 1	5	$50	5	$100	10	$150
Task 2	3	$30	3	$60	6	$90
Task 3	10	$100	10	$200	20	$300
Totals	**18**	**$180**	**18**	**$360**	**36**	**$540**

6. FHWA Required Federal Clauses and Certifications:

   Include a completed and signed "Certification for Suspension and Debarment" and "Byrd Anti-Lobbying Amendment Certification". Refer to Attachment "A".

7. Additions or Exceptions:

   A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all the Consultant's exceptions to the provisions and conditions of the attached City standard professional services Agreement attached as Attachment "C."

8. Pending Litigation:

   Include an explanation and status, if in the last five years, the firm or an office or principal of the firm has been involved in any substantiated complaints, litigation, legal proceedings, or investigations by a regulatory authority.

9. Insurance:

   Evidence of commercial general liability, professional liability, and workers compensation insurance coverages must be included. Insurance requirements are listed on the sample Agreement attached as Attachment "C."

EVALUATION CRITERIA

The award of an Agreement will be made to the most qualified Consultant whose proposal complies with the prescribed requirements. The City reserves the right to reject any or all proposals and to waive any technical errors, irregularities, or discrepancies, if to do so is deemed to serve the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Consultant to whom it is proposed to make such an award.

Proposals will be reviewed and evaluated by City staff, including the Director of Public Works/Facilities, and will be ranked based on the following criteria:

Criteria	**Max Points**
Experience providing similar services with other public agencies	25
Proposed staff's experience with services requested in the RFP	20
Understanding of the work to be performed	25
References	20
Fee Proposal	10
Total	**100**

If further clarifications or negotiations are required, on-site or virtual interviews may be conducted. Participation in these interviews will be at the expense of the proposers. The interview panel will be made up of staff members or representatives from the City. Recommendations will be provided to the City Council for final selection and award.

Proposals failing to provide sufficient information and assurances of performance to adequately assess each category of the required services and/or failing to comply with the requirements and conditions of this RFP may not be given further consideration.

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a response to the RFP without further consideration:

- Evidence of collusion, directly or indirectly, among Consultants with regard to the amount, terms, or conditions of this proposal;
- Any attempt to improperly influence any member of the selection staff or City Council members;
- Existence of any lawsuit, unresolved contractual claim or dispute between Consultant and the City;
- Evidence of incorrect information submitted as part of the RFP;
- Evidence of Consultant's inability to successfully complete the responsibilities and obligations of the proposed scope of work; and
- Consultant's default under any agreement, which results in termination of the agreement.

Each proposal will be considered along with those of other responding Consultants, with respect to ability to perform effectively and efficiently the scope of work outlined above.

The successful Consultant shall not discriminate, in any way, against any person based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, or any other protected classification in connection with or related to the performance of the Agreement.

Close coordination with the City is required to assure that all requirements will be met. The City reserves the right to withdraw this RFP at any time without any prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any or all proposals responding to this RFP without indicating any reasons for such rejection(s).

ATTACHMENT “A”

FHWA REQUIRED FEDERAL PROVISIONS AND CERTIFICATIONS

During the performance of the Agreement, the selected Consultant and any subconsultants will agree to comply with the following FHWA Required Federal Clauses and Certification provisions. The required certifications that need to be completed and submitted as part of your proposal are at the end of this document. The following requirements apply to all contracts and subcontracts.

1. **Civil Rights Requirements and Equal Employment Opportunity Clause**

1(A) *Nondiscrimination* – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C., 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C.6102, Section 202 of the Americans with Disabilities Act of 1990, and 42 U.S.C. 12132, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FHWA may issue.

1(B) *Equal Employment Opportunity* – 41 CFR 60-1.4(a)- Government Contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts and subcontracts (and modifications thereof if not included in the original contract). During the performance of this contract, the contractor and its subcontractors agrees as follows:

a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such

employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d) The contractor will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. **Disadvantaged Business Enterprise (DBE) Provision** - 49 CFR 26

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs and with section 1101(b) of SAFETEA LU, 23 U.S.C. § 101. A separate contract goal of **6% DBE participation has been established** for this procurement. The City, as a recipient of federal financial assistance, is required to implement the Los Angeles County Metropolitan Transportation Authority's (Metro's) Disadvantaged Business Program in accordance with federal regulation 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT). The City is required to include all other DBE requirements and flow-down clauses in their solicitation and contract(s) as identified in the DBE Attachment (Attachment B) for DOT-Assisted Contracts and Disadvantaged Business Enterprise Implementation Agreement for Subrecipients.

3. **Sanctions and Penalties for Breach of Contract** - 2 CFR Part 200 Appendix II (A)

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. FHWA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various Federal third-party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by Agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute **–** Unless otherwise directed by the City, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act of omission of the party of any of his employees, agents, or others whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this Contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the City and the Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree,

or in a court of competent jurisdiction within the State in which the City is located.

Rights and Remedies - The duties and responsibilities imposed by the Contract Document and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right of duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agree in writing.

4. **Termination for Cause and Convenience** - 2 CFR Part 200 Appendix II (B)

All contracts and subcontracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

1. Termination for Convenience (General Provision) The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same and dispose of it in the manner the City directs.

2. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be in effect by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. Opportunity to Cure (General Provision) The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor thirty (30) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If the Contractor fails to remedy to the City’s satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within [ten (10) days] after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City

from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

4. Waiver of Remedies for any Breach In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

5. Termination for Convenience (Professional or Transit Service Contracts) The City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. If, after serving a notice of termination for default, the City determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the City, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

5. **Rights to Inventions Made Under a Contract or Agreement** - 2 CFR Part 200 Appendix II (F)

   If the Federal award meets the definition of "funding Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Air Act / Federal Water Pollution Control Act** - 2 CFR Part 200 Appendix II (G)

   Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. **Energy Efficiency** - 2 CFR Part 200 Appendix II (H)

   The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

8. **Debarment and Suspension** - 2 CFR Part 200 Appendix II (I) - (Certification Required)

Debarment and Suspension (Executive Orders 12549 and 12689)- A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for the purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded, or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. **Byrd Anti-Lobbying Amendment** - 2 CFR Part 200 Appendix II (J) - (Certification Required)

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

Certification for Suspension and Debarment

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(To be submitted with all bids exceeding $25,000)

(1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name of Contractor's Authorized Official

_____ Title of Contractor's Authorized Official

_____ Date

Byrd Anti-Lobbying Amendment Certification

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name of Contractor's Authorized Official

_____ Title of Contractor's Authorized Official

_____ Date

ATTACHMENT “B”

RC-DBE INSTRUCTIONS FOR METRO SUBRECIPIENT AGENCIES

RACE-CONSCIOUS INSTRUCTIONS FOR DOT-ASSISTED CONTRACTS

The City has established a RC-DBE contract goal for this Agreement of **6%.** The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

1. DEFINITIONS

a. The term "Disadvantaged Business Enterprise" or DBE means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).

b. The Term "Race Conscious Disadvantaged Business Enterprise" or RC-DBE. DBE classes have been determined to have a statistically significant disparity in their utilization in previously awarded transportation contracts. RC-DBE's include all DBE groups, specifically: Black Americans, Native Americans, Asian-Pacific Americans, Hispanic Americans, Subcontinent Asian Americans, and Women

c. The term "Agreement" also means "Contract."

d. Agency also means the local entity entering into this contract with the Consultant.

e. The term "Bidder" shall mean prime contractor or prime consultant submitting a bid or proposal to recipient organization. The terms "Proposer" or "Offeror" may also be used in lieu of "Bidder."

f. The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

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

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

3. SUBMISSION OF RC-DBE INFORMATION

If there is an RC-DBE contract goal on this contract, the Proposer, in order to be considered responsible and responsive, must make good faith efforts to meet the goal established for the contract. If the goal is not met, the Proposer must document adequate good faith efforts and submit documentation at the time of bid or proposal due date. If the Proposer fails to submit good faith effort documentation at the time of bid or proposal due date, the Proposer will be considered non-responsive. Only RC-DBE firms certified through the CUCP will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

For contracts with RC-DBE contract goals, the resulting contractor shall utilize the specific DBEs listed unless the contractor obtains the City's prior written consent and unless the City's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

All Proposers are required to submit the following items to the City:

1. The name and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform. Each DBE must be certified in the NAICS code applicable to the work the firm will perform on the contract;
3. The dollar amount of the participation of each DBE firm;
4. Written documentation of the proposer's commitment to use the DBE subcontractor (the signed RC-DBE Commitment Form and/or other documentation) whose participation it submits to meet a RC-DBE contract goal;
5. Written confirmation from each listed DBE firm that it is participating in the contract in the kind of work and amount of work provided in the proposer's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

If Proposer does not meet DBE goal at time of proposal due date, Proposer must submit its good faith efforts as follows:

1. At time of proposal or bid due date, as a matter of responsiveness, or
2. No later than 5 days after bid opening as a matter of responsibility.

4. RC-DBE PARTICIPATION GENERAL INFORMATION

It is the Proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and Metro's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

a. A RC-DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

b. A certified RC-DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

c. A RC-DBE Proposer not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following;

   i. The Proposer is an RC-DBE and will meet the goal by performing with its own forces.

   ii. The Proposer will meet the goal through work performed by RC-DBE subcontractors, suppliers, or trucking companies.

   iii. The Proposer, prior to bidding, made adequate good faith efforts to meet the goal.

d. A RC-DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest.

e. A RC-DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a RC-DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

f. The Proposer shall list only one subcontractor for each portion of work as defined in their bid and all RC-DBE subcontractors should be listed in the bid list of subcontractors. Firms to be counted toward the DBE Goal must be certified by bid/proposal due date.

g. A prime contractor who is a certified RC-DBE is eligible to claim all the work in the agreement toward the RC-DBE participation except that portion of the work to be performed by non-DBE subcontractors.

h. To identify certified DBEs, you must only use the California Unified Certification Program Database (CUCP). ***Certifications from other agencies or organizations will not be accepted.***

5. RESOURCES

a. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposers may call (916) 440-0539 for web or download assistance.

b. Access the CUCP database from the Department of Transportation, Civil Rights, Disadvantaged Business Enterprise Program website at: https://californiaucp.dbesystem.com.

i. Click on *Search for Certified Firms*
ii. Searches can be performed by one or more criteria
iii. Follow instructions on the screen

6. MATERIALS OR SUPPLIES PURCHASED FROM DBEs COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A RC-DBE, PURCHASES WILL COUNT TOWARDS THE RC-DBE CONTRACT GOAL UNDER THE FOLLOWING CONDITIONS:

a. If the materials or supplies are obtained from a RC-DBE manufacturer, 100 percent of the cost of the materials or supplies count towards the goal. A RC-DBE manufacturer is a firm that operates, or maintains a factory, or establishment that produces on the premises that materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

b. If the materials or supplies purchased from a RC-DBE regular dealer, count 60 percent of the cost of the materials or supplies. A RC-DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specification and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of doing business. To be an RC-DBE regular dealer the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be an RC-DBE regular dealer, in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

c. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not RC-DBE regular dealers within the meaning of this section.

d. Materials or supplies purchased from a RC-DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies required or fees or transportation charges for the delivery of materials or supplies on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBEs WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A RC-DBE, CREDIT WILL COUNT TOWARDS THE RC-DBE CONTRACT GOAL UNDER THE FOLLOWING CONDITIONS:

a. The RC-DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular agreement, and there

cannot be a contrived arrangement for the purpose of meeting the RC-DBE contract goal.

b. The RC-DBE must itself own and operate at least one fully licensed, insured, and operational truck used in the agreement.

c. The RC-DBE receives credit for the total value of the transportation services it provides on the agreement using trucks it owns, insures, and operates using drivers it employs.

d. The RC-DBE may lease trucks from another RC-DBE firm including an owner-operator who is certified as an RC-DBE. A RC-DBE who leases trucks from another RC-DBE receives credit for the total value of the transportation services the lessee RC-DBE provides on the agreement.

e. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.

f. The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

g. For the purposes of this section, a lease must indicate that the RC-DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the RC-DBE, as long as the lease gives the RC-DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the RC-DBE.

8. DBE SUBCONTRACTING FLOW DOWN REQUIREMENTS:

a. CONTRACT ASSURANCE

Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the

termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

b. PROMPT PAYMENT PROVISIONS

The DBE Program, 49 CFR, Part 26, requires that any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. The California Business and Professions Code, under Section 7108.5, requires that on public works projects, a prime contractor or subcontractor pay to any subcontractor not later than seven (7) days after receipt of each progress payment, unless otherwise agreed to in writing. Any violation of this provision shall subject the violating Contractor or Subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. Metro's DBE Program with Federal Highway Administration (FHWA) funds requires a prime contractor or subcontractor pay to any subcontractor not later than seven (7) days after receipt of each progress payment for all contracts.

These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance by a Subcontractor. Any delay or postponement of payment from the above-referenced timeframes may occur only for good cause following written approval from the City. Failure to comply with this provision without prior approval from the City will constitute noncompliance, which may result in the application of appropriate administrative sanctions, including, but not limited to, withholding of payment to the Contractor of two percent (2%) of the invoice amount due per month, for every month that full payment is not made in accordance with these prompt payment requirements. These requirements apply to both DBE and non-DBE subcontractors.

Prompt Progress Payments to Subcontractors

Contractor will include a contract clause that will require Subcontractors to pay each lower tiered Subcontractor participating on the Project for satisfactory performance of its contract no later than 7 days from the receipt of each payment the Subcontractor receives from Contractor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE Subcontractors.

You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor no later than 30 days after the subcontractor's work is satisfactorily completed.

Prompt Payment of Withheld Funds to Subcontractors

The City shall identify one of the provisions below and include the selected provision in their federal-aid contracts to ensure prompt and full payment of retainage, if applicable, to subcontractors in compliance with 49 CFR 26.29.

□ Provision #1 – No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

□ Provision #2 – No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor after the subcontractor's work is satisfactorily completed within the following timeframe:

1. For construction subcontracts, retainage must be paid within seven (7) days of receipt unless otherwise agreed to in writing for construction work completed (Section 7108.5 of the CBPC and Section 10262 of the CPCC)

Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

□ Provision #3 – The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency within the following timeframe:

1. For construction subcontracts, retainage must be paid within seven (7) days

of receipt unless otherwise agreed to in writing for construction work completed (Section 7108.5 of the CBPC and Section 10262 of the CPCC)

Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

c. TERMINATION/SUBSTITUTION

The contractor must promptly notify the City, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor without prior written consent of the City. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City. The contractor must give the DBE five days to respond to the contractor's written notice and advise the City and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City should not approve the contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the City may provide a respond period shorter than five days. The City shall review the termination/substitution request based on the reasons provided in 49 CFR 26.53. The contractor will include a contract clause stating:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the written consent of the City and that, unless the written consent of the City is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The contractor must make available upon request by the City a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with this part's provisions.

d. FAILURE TO COMPLY

Failure of the Contractor to comply with any DBE requirement of 49 CFR Part 26 as amended, may subject Contractor to formal enforcement action or

appropriate sanctions by LACMTA, such as the termination of the contract, progressive payment withholding until deficiencies are remedied, and any additional enforcement allowed by the contract.

INSTRUCTIONS - BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART I AND PART II (CONSTRUCTION CONTRACTS)

ALL PROPOSERS:

The U.S. Department of Transportation (DOT) requires the City to maintain a "Bidders List" containing information about all firms (DBE and non-DBE) that bid, propose or quote on the City's DOT-assisted contracts, in accordance with 49 CFR Part 26.11, for use in the Metro's overall triennial DBE goal-setting process. Therefore, the Proposer shall provide the requested information for every firm who submitted a quote, bid, or proposal, including the primary Proposer, whether successful or unsuccessful in their attempt to obtain a contract:

a. Firm name;
b. Firm address;
c. Phone number
d. A description of the work that each DBE will perform;
e. Range of annual gross receipts for the last year;

PART I - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal.

PART II - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal but were not selected to participate as a subcontractor on the project.

It is the Proposers responsibility to verify that the RC-DBE(s) falls into one of the following six groups in order to count towards the RC-DBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Hispanic American, 5) Subcontinent Asian American, and 6) Women.

RFP FORM __ – BIDDERS LIST

Proposer **RFP Number**

The U.S. Department of Transportation (DOT) requires the City to create and maintain a Bidders List containing information about all firms (DBEs and non-DBEs) that bid, propose, or quote on the City's DOT-assisted contracts in accordance with 49 C.F.R., Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Proposer is to complete all requested information for every firm that submitted a bid, proposal, or quote, including the Proposer itself and any proposed subconsultants. The Bidders List form shall be submitted with each proposal submitted by the Proposer to the City and for all bids, proposals, or quotes received by the Proposer for the pre-construction phase of this Project. Please note that the City will request that this form be executed again if Proposer is awarded construction work on the Project as new subcontractors will then need to be identified. s. ***The Bidders List content will not be considered in evaluating the proposal or determining award of any contract.***

1.0 Proposer's Information

Name of Prime's Firm:			Phone: ( ) -
Firm Address:			Email Address:
			Type of work/services/materials provided:
City	ST	ZIP	
Number of years in business:			
Contact Person:			Title:
Is the firm currently certified as a DBE under 49 C.F.R., Part 26? ☐ Yes ☐ No			Check the box below for your firm's annual gross receipts last year:
Proposer has DBE Certification in the following categories (place an "X"): ☐ Black American ☐ Asian Pacific American ☐ Native American ☐ Women ☐ Hispanic American ☐ Subcontinent Asian American ☐ Other			☐ Less than $1 million ☐ Less than $5 million ☐ Less than $10 million ☐ Less than $15 million ☐ More than $15 million

RFP FORM __ (CONT'D) – BIDDERS LIST

Note: Each proposed subconsultant shall complete this form, and the Proposer will submit it with its proposal.

<table>
<tr><th colspan="4">1.0 Subconsultant's Information</th></tr>
<tr><td colspan="3">Name of Subconsultant's Firm:</td><td>Phone: ( ) -</td></tr>
<tr><td colspan="3" rowspan="3">Firm Address:</td><td>Email Address:</td></tr>
<tr><td rowspan="3">Type of work/services/materials provided:</td></tr>
<tr><td>City</td><td>ST</td><td>ZIP</td></tr>
<tr><td colspan="3">Number of years in business:</td></tr>
<tr><td colspan="3">Contact Person:</td><td>Title:</td></tr>
<tr><td colspan="3">Is the subconsultant's firm currently certified as a DBE under 49 C.F.R.,
Part 26? ☐ Yes ☐ No</td><td rowspan="2">Check the box below for your firm's annual gross receipts last year:

☐ Less than $1 million
☐ Less than $5 million
☐ Less than $10 million
☐ Less than $15 million
☐ More than $15 million</td></tr>
<tr><td colspan="3">Subconsultant has DBE Certification in the following categories (place an "X"):
☐ Black American ☐ Asian Pacific American
☐ Native American ☐ Women
☐ Hispanic American ☐ Subcontinent Asian American
☐ Other</td></tr>
</table>

If necessary, this Bidders List form can be duplicated to include all firms (DBEs and non-DBEs) that have submitted a bid, proposal, or quote on this DOT-assisted Project, whether successful or unsuccessful in their attempt to obtain a contract.

INSTRUCTIONS - LOCAL AGENCY PROPOSER RC-DBE COMMITMENT

ALL PROPOSERS:

PLEASE NOTE: It is the proposer's responsibility to verify that the RC-DBE(s) falls into one of the following groups in order to count towards the RC-DBE contract goal: 1) Black Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Hispanic Americans, 5) Subcontinent Asian Americans, and 6) Women. This information must be submitted with your proposal. Failure to submit the required RC-DBE commitment will be grounds for finding the proposal nonresponsive.

A "RC-DBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: Black Americans, Native Americans, Asian-Pacific Americans, Hispanic American, Subcontinent Asian American, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract RC-DBE goal.

The form has a column for the Description of Work, Service or Materials Supplied to be subcontracted to RC-DBEs (or performed if the proposer is a RC-DBE). The RC-DBE prime contractors shall indicate all work to be performed by RC-DBEs including work to be performed by its own forces if a RC-DBE. The RC-DBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter RC-DBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified RC-DBEs to perform the work (must be certified on the date proposals are due and include RC-DBE address and phone number).

There is a column for the dollar amount of each RC-DBE. Enter the Total Claimed RC-DBE Participation dollar amount and percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of the item is not to be performed or furnished by the RC-DBE, describe exact portion of time to be performed or furnished by the RC-DBE.) **Note**: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

The exhibit below must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

LOCAL AGENCY PROPOSER RC-DBE COMMITMENT

This form must be submitted with the proposal.

1. Local Agency _____ 2. Contract RC-DBE Goal (%) _____
3. Project Description _____
4. Project Location _____
5. Proposer's Name _____ 6. Prime Certified DBE ☐ 7. Total Contract Award Amount: _____
8. Total Dollar Amount for ALL Subcontractors _____ 9. Total Number of ALL Subcontractors _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information (must be certified prior to submission-include RC-DBE name, address and phone number)	13. DBE Dollar Amount

FOR AGENCY TO COMPLETE

20. Agency Contract No. _____
21. Federal-Aid Project No. _____
22. Contract Execution Date _____

Agency certifies that the DBE certifications have been verified and all information is complete and accurate/unless noted otherwise.

_____
23. Signature of Agency Representative 24. Date

_____
25. Agency Representative Name (please print or type)

_____
26. Agency Representative Title

27. ( ) -
Phone Number

14. Total Claimed RC-DBE Commitment: $_____
_____%

_____
15. Signature of Proposer

( ) -
16. Date 17. Phone Number

_____
18. Name of Proposer (please print or type)

_____
19. Title of Proposer

Distribution: (1) Original - Agency files

RC-DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date: _____

The City has established a Race-Conscious Disadvantaged Business Enterprise (RC-DBE) goal of ___ for this project. The information provided herein shows that a good faith effort was made. Good Faith Efforts documentation must be submitted with the Bid/Proposal or Contractor will be deemed non-responsive to the DBE requirements.

Lowest, second lowest and third lowest Proposers shall submit the following information to document adequate good faith efforts. Proposers should submit the following information even if the “Local Agency Bidder – RC-DBE Commitment” form indicates that the Proposer has met the RC-DBE contract goal. This will protect the Proposer’s eligibility for award of the contract if the administering agency determines that the Proposer failed to meet the goal for various reasons, e.g., a RC-DBE firm was not certified at bid opening, or the Proposer made a mathematical error.

The submittal of only the "Local Agency Bidder RC-DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following types of actions will be considered as part of the Proposer's Good Faith Efforts to obtain RC-DBE participation:

a. The names and dates of each publication in which a request for RC-DBE participation for this project was placed by the Proposer. Attach copies of advertisements or proofs of publication:

Publications	Dates of Advertisement

b. The names and dates of written notices sent to certified RC-DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the RC-DBEs were interested. Attach copies of solicitations, telephone records, fax confirmations etc.

Names of RC-DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

c. The items of work which the Proposer made available to RC-DBE firms, including, where appropriate, any break down of the contract work items (including those items normally performed by the Proposer with its own forces) into economically feasible units to facilitate RC-DBE participation. It is the Proposer's responsibility to demonstrate that sufficient work was made available to facilitate RC-DBE

participation as follows (please provide documents that sufficiently evidence the effort):

Items of Work	Proposer Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

d. The names, addresses and phone numbers of rejected RC-DBE firms, the reasons for the Proposer's rejection of the RC-DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each RC-DBE if the selected firm is not a RC-DBE.

1. Names, addresses and phone numbers of rejected RC-DBEs and the reasons for the Proposer's rejection of the RC-DBEs:

_____
_____
_____
_____

2. Names, addresses and phone numbers of firms <u>selected</u> for the work identified above:

_____
_____
_____
_____

e. Efforts made to assist interested RC-DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to RC-DBEs:

_____
_____
_____
_____

f. Efforts made to assist interested RC-DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and

equipment the RC-DBEsubcontractor purchases or leases from the prime contractor or its affiliate:

_____
_____
_____
_____

g. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using RC-DBE firms. Attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.

Name of Agency/Organization	Method/Date of Contact	Results

h. Any additional data to support a demonstration of good faith efforts please include here.

_____
_____

Proposers are advised to attach all requested documents to this form.
Include any and all supplemental materials necessary in order to demonstrate Good Faith Efforts.

INSTRUCTIONS – SUMMARY OF MONTHLY DBE PAYMENTS INFORMATION CITY FORM NO. XXX

SUCCESSFUL PROPOSER:

This form requires specific information regarding the disadvantaged business enterprise subcontractors paid on this construction contract.

The form must be completed for all DBEs – including all RC-DBEs paid for each monthly period. The form requires that the Reporting Period (month/year) be included. A Report Number should also be completed. This field should include a sequential number with the first form having number "1". The date prepared should also be included.

IMPORTANT: Identify **all** DBE firms that were paid during the reporting period for the project--including all RC-DBEs listed on the RC-DBE Commitment form (Exhibit 15G(1)), regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the "Dollars Paid This Month". Enter the Total amount paid for each DBE firm for the reporting period. Also include the total amount paid to date, which shall include the amount paid for the current reporting period.

Include the Schedule Activity ID for construction contracts. Include a brief description for the type of work performed. The original dollar amount committed to the DBE firm should be included in the appropriate Column and any increase or decrease in the subcontract amount resulting from a change order shall be included in the "Dollar +/- resulting from Change order Activity" column.

The City Form XXX must be signed and dated by the prime contractor's representative that is responsible for reporting DBE compliance matters. The form must be submitted no later than the 15th day of each month.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBCONTRACTORS PAID REPORT

Reporting Period (Month/Yr) : _____ **FORM 103**

(Please Print or Type)

1) Project Name:		2) Report No.:	1	3) Prime:	
4) Project Location:		5) Contract No:		6) Prepared By:	
7) Prime Contractor:		8) Original Award Amount:		9) Phone #:	
10) Address:		11) Current Contract Value:		12) Contact Person:	
		13) Payment this month:		14) Phone #:	
15) City, State, Zip Code:		16) Total $ Paid to-date to Prime:		17) Signature:	
18) Contract Award Date:		19) Date of last progress paym't rec'd from MTA:		20) (Title):	
21) DBE (committed) Goal:		22) % of project complete:			

Subrecipient - Local Agency No. 2 (Subrecipient Name) 23) PRIME	24) DOLLARS PAID THIS MONTH	25) DOLLAR AMOUNT PAID-TO-DATE	26) (Construction only) Schedule Activity I.D.	27) TYPE OF WORK PERFORMED	28) Original Dollar Amount COMMITTED	29) Dollar +/-resulting from Change order activity
NAME ADDRESS (Area Code) PHONE CONTACT	$ -	$ -			$ -	
SUBCONTRACTOR/SUPPLIER #1		-				
NAME ADDRESS (Area Code) PHONE CONTACT	$ -	$ -			$ -	
SUBCONTRACTOR/SUPPLIER #2		-				
NAME ADDRESS (Area Code) PHONE CONTACT	$ -	$ -			$ -	
SUBCONTRACTOR/SUPPLIER #3						
NAME ADDRESS (Area Code) PHONE CONTACT	$ -	$ -			$ -	
SUBCONTRACTOR/SUPPLIER #4		-				
NAME ADDRESS (Area Code) PHONE CONTACT	$ -	$ -			$ -	
SUBCONTRACTOR/SUPPLIER #5		-				

Special Instructions: The Prime shall make prompt payment of all monies due and owed to DBE and non-DBE firms within 7 business days upon receipt of payment from Agency as per contract agreement and Prompt Payment Act. Payment of retention shall be made to all DBE and non-DBE subcontractors within 7 days after satisfactory completion of the subcontracted work. The Form 103 is due by the 15th of each month and should reflect all payments made to subs through the last day of the previous month. The Prime must report monthly for the life of the contract, even if the sub(s) did not perform any work for the previous month.

REPORTING PERIOD (Month/Yr): FORM 103 (Page 2)

Invoice Payment History

DBE Subcontractors/Suppliers		Prime #1	Sub/Supplier #2	Sub/Supplier #3	Sub/Supplier #4	Sub/Supplier #5	DBE Sub/Supplier TOTAL
Invoice Numbers	Invoice Date and Date Paid	Amount Paid	Amount Paid	Amount Paid	Amount Paid	Amount Paid	Amount Paid
Grand Total (paid to date)							

ATTACHMENT “C”

ACKNOWLEDGEMENT OF CITY’S STANDARD FORM OF AGREEMENT

ACKNOWLEDGEMENT OF CITY'S STANDARD FORM OF AGREEMENT

I, the undersigned, certify that I, _____[insert name] am the _____[insert title] of _____[insert firm name], the party making the proposal for award of an Agreement for PLANNING AND ENGINEERING SERVICES ("Proposer") and, on behalf of the Proposer, hereby:

Accept City's Standard Form of Agreement – check one box.

☐ As is, without qualifications or modifications.

☐ As modified by attachment. [Proposer to provide]

I certify that I am authorized to sign this Consent Form on behalf of the Proposer.

Executed this_____ day of _____, 2024 at _____, California.

_____
Signature of Officer

_____
Printed/Typed Name of Officer

_____
Title of Officer

ATTACHMENT “D”

SAMPLE PROFESSIONAL SERVICES AGREEMENT

2024

PROFESSIONAL SERVICES AGREEMENT

(Engagement: Planning and Engineering Services for the Development of a Safe Streets For All (SS4A) Action Plan)

(Parties: City of Bell Gardens and INSERT CONSULTANT NAME)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2024 (hereinafter, the "Effective Date") by and between the CITY OF BELL GARDENS, a municipal corporation (hereinafter, "CITY") and INSERT CONSULTANT NAME (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services for planning and engineering services for the development of a Safe Streets For All (SS4A) Action Plan; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the Bell Gardens City Council at its Regular Meeting.

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

I.
ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term commencing from the Effective Date through INSERT DATE (hereinafter, the "Term"). The Agreement may be renewed for up to two (2) additional one-year (1-year) terms. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 SCOPE OF WORK:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "Request For Proposals for On-Call Professional Services for Grant Writing, Grant Administration, Program Management, Labor Compliance, and Community Outreach Services" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "INSERT TITLE OF PROPOSAL" (hereinafter, the "CONSULTANT PROPOSAL") dated INSERT DATE OF PROPOSAL. The CITY RFP and the CONSULTANT PROPOSAL are attached

and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the CONSULTANT PROPOSAL. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT PROPOSAL, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF WORK:

A. CONSULTANT shall perform Work continuously and with due diligence so as to complete the Work within the Term of this Agreement;

B. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;

D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and

E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.4 COMPENSATION: CONSULTANT shall perform the Work in accordance with "INSERT TITLE OF COMPENSATION DOCUMENT" (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of **INSERT WRITTEN AMOUNT ($INSERT NUMBER)** (hereinafter, the "Not-to-Exceed Sum") during the prosecution of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.5 PAYMENT OF COMPENSATION: Following the conclusion of the work requested in Section 1.1, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month,

including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

1.8 FHWA REQUIRED FEDERAL PROVISIONS AND CERTIFICATIONS: The FHWA Required Federal Provisions and Certifications set forth in **Exhibit "C"** are incorporated as part of this Agreement. Each CONSULTANT and SUB-CONSULTANT will be subject to these federal provisions and certifications. The CONSULTANT must include these provisions and certifications with all subcontracts.

1.9 RC-DBE INSTRUCTIONS TO METRO SUBRECIPIENT AGENCIES: The RC-DBE Instructions for Metro Subrecipient Agencies set forth in **Exhibit "D"** are incorporated as part of this Agreement. Each CONSULTANT and SUB-CONSULTANT will be subject to DBE requirements and flow down clauses. The CONSULTANT is required to meet this **6% DBE goal** or demonstrate Good Faith Efforts as a condition of the award of this Contract. The CONSULTANT must include these RC-DBE instructions with all subcontracts.

II.

PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVE: The CITY hereby designates INSERT CITY REPRESENTATIVE (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates INSERT CONSULTANT REPRESENTATIVE, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the City Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;

C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;

D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely

responsible for all costs arising therefrom;

E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

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

2.6 SUBSTITUTION OF KEY PERSONNEL**:** CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable,

CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY.

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

2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.

2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.

2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant

for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

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

A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying

out the Work contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than One Million Dollars ($1,000,000.00) per claim.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested. All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of

any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.

3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, 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 cancel this Agreement effective upon notice.

3.8 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV.
INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the City Indemnitees under this Article, or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

4.8 <u>WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS</u>: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnity, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to

subsection 4.2, above.

4.9 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either: (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.

4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.

4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C, below, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT will cure the Event of Default within the following time periods:
   i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven

(7) calendar days from the end of the initial 10-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be

compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

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

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

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

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

of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.4 NOTICES: All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:	**CITY:**
INSERT CONSULTANT NAME	City of Bell Gardens
INSERT ADDRESS	7100 S. Garfield Avenue
	Attn: INSERT DEPARTMENT
Attn: INSERT PERSON OF CONTACT NAME	Phone: 562-806-7700
Phone: INSERT PHONE NUMBER	

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

6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.

6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.

6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 FORCE MAJEURE: The Term shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires,

earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

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

CITY OF BELL GARDENS:

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Stephanie Vasquez, City Attorney

CONSULTANT NAME:

By:_____

Name:_____

Title:_____

Date:_____

EXHIBIT “A”

CITY RFP

EXHIBIT "B"

CONSULTANT PROPOSAL

EXHIBIT “C”

FHWA REQUIRED FEDERAL PROVISIONS AND CERTIFICATIONS

EXHIBIT “D”

RC-DBE INSTRUCTIONS FOR METRO SUBRECIPIENT AGENCIES

EXHIBIT “E”

FEE SCHEDULE