



Dear Prospective Vendor:

**If you intend to submit a bid or proposal, please contact Justin Link, Principal Engineer, at (805) 583-6884 and provide your name, address, and telephone number.**

The City will use this information to notify you of any addenda to these documents. Without this information, the City has no way of identifying who may have outdated or incomplete copies. It is the prospective vendor's responsibility to ensure the most complete and current versions of the documents are obtained, including any addenda.



# CITY OF SIMI VALLEY

*Home of The Ronald Reagan Presidential Library*

October 1, 2020

**SUBJECT: REQUEST FOR PROPOSALS FOR THE CITY OF SIMI VALLEY LOCAL ROAD SAFETY PLAN, CP60000029, RFP NO. PW 20-10**

The City of Simi Valley invites your firm to submit a proposal to prepare a Local Road Safety Plan in conformance with Federal and State standards.

The attached Request for Proposals document contains information and procedures to assist you with the preparation of the proposal.

Should you have any questions, please do not hesitate to contact Justin Link, Principal Engineer - Traffic, at (805) 583-6884.

Sincerely,

A handwritten signature in blue ink, appearing to read "Justin Link".

Justin Link  
Principal Engineer – Traffic

Attachments

cc: Public Works Director

REQUEST FOR PROPOSALS

The City of Simi Valley is requesting proposals to prepare a Local Road Safety Plan.

Additional information may be obtained by contacting:

Justin Link  
Principal Engineer - Traffic  
Department of Public Works  
City of Simi Valley  
2929 Tapo Canyon Road  
Simi Valley, CA 93063  
(805) 583-6884

A complete copy of the Request For Proposals can be viewed and downloaded from the City's website, [www.simivalley.org](http://www.simivalley.org), Bids & Proposals section under the For Business Tab.

The Technical Qualification Proposal and the Cost Proposal (two copies each) must be submitted in separate sealed envelopes. **All proposals must be sealed and submitted, at or before 3:00 p.m., October 30, 2020**, to the following:

Justin Link  
Principal Engineer - Traffic  
Department of Public Works  
City of Simi Valley  
2929 Tapo Canyon Road  
Simi Valley, CA 93063

Note: Please mark the outside of the envelopes (and express shipment envelope, if applicable):

CITY OF SIMI VALLEY  
REQUEST FOR PROPOSALS FOR THE CITY OF SIMI  
VALLEY LOCAL ROAD SAFETY PLAN, CP60000029,  
RFP NO. PW 20-10  
October 30, 2020  
3:00 p.m.

CITY OF SIMI VALLEY

REQUEST FOR PROPOSALS FOR THE CITY OF SIMI VALLEY LOCAL ROAD  
SAFETY PLAN, CP60000029, RFP NO. PW 20-10

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## REQUEST FOR PROPOSALS FOR THE CITY OF SIMI VALLEY LOCAL ROAD SAFETY PLAN, CP6000029, RFP NO. PW 20-10

### INTRODUCTION

The City of Simi Valley (City) has received a grant from the State of California in the amount of \$72,000, with a local of match of \$8,000, for a total budget of \$80,000 to prepare a Local Road Safety Plan (LRSP). The City seeks a qualified and experienced consultant to prepare an LRSP, which will provide the City with a framework for systematic infrastructure improvements to reduce or eliminate safety issues identified by the plan. Further, an LRSP will enable the City to apply for grant funding through the Highway Safety Improvement Program, which will be required to be in place in 2021.

### SCOPE OF WORK

The project entails the preparation of a Local Road Safety Plan in conformance with Federal and State Standards.

### WORK BY CONSULTANT

1. Review available documentation regarding the City's street network, including:
  - a. Traffic Count Data
  - b. GIS Data
  - c. Engineering & Traffic Surveys
  - d. Collision Data

***Deliverables:*** a memo summarizing review of the available data provided by the City, and any additional data that may be requested to complete the work.

2. Collect field data to supplement document review. An extensive effort under this task is not anticipated. Existing safety measures in-place, such as radar feedback signs, speed humps, warning signs, etc. should be identified through field visits or verification by City Staff.

***Deliverables:*** a summary of the data collected, which shall be included as an appendix in the final report.

3. Prepare the crash and roadway data analysis. In addition to identification of potential "hotspots" of crash concentrations (i.e. volume of all crashes), an emphasis shall be placed on crash patterns where high volumes of similar collisions and/or severity of collisions occur (i.e. crash times; vehicle, pedestrian, bicycle; injury, fatality).

Following a thorough review of crash data, an analysis of roadway characteristics that may potentially contribute to crashes shall be performed. Examples may include horizontal geometry, striping or controls (or lack thereof), roadway width, etc.

A list of potential countermeasures shall be developed for prioritized locations.

**Deliverables:** *a memo summarizing the analysis, and a meeting to discuss the results of the analysis.*

4. Develop a list of countermeasures for the crashes and roadway geometrics identified. The countermeasures will be used to develop a list of projects for the final LRSP. The Consultant shall present the list of countermeasures to the City for discussion and selection.

**Deliverables:** *a memo summarizing the list of potential countermeasures for each crash type and/or geometric features identified, and a meeting to discuss the countermeasures.*

5. Prepare a list of potential safety projects to be implemented by the City. The project list shall include:
  - a. Location
  - b. Countermeasure(s) selected
  - c. Cost Estimate
  - d. B/C Ratio
  - e. Prioritization

**Deliverables:** *a memo summarizing the project list, and a meeting to discuss the proposed projects*

6. Prepare the Local Road Safety Plan. The report shall be structured as follows:
  - a. Executive Summary
  - b. Engineer's Seal
  - c. Introduction
  - d. Summary of Existing Safety Measures In-Place
  - e. Crash and Roadway Geometric Analysis, including crash concentrations
  - f. Countermeasures
  - g. Project List
  - h. Future Evaluation (as the LRSP is intended to be a living document, a discussion of future updates to the report should be included)
  - i. Appendices

**Deliverables:** *LRSP shall be submitted at 60%, 90% and 100% completion levels. Final report shall be submitted in PDF and Microsoft Word Format.*

7. Attend meetings:
  - a. One Kickoff Meeting (Zoom or similar)

b. Four Progress Meeting

- i. At completion of Item 3
- ii. At completion of Item 4
- iii. At completion of Item 5
- iv. At 90% completion of Item 6

WORK BY CITY

The City will provide the following information and documents:

- Traffic Count Data (ADT)
- GIS Information
- Engineering & Traffic Surveys
- Crossroads Collision Data

SCHEDULE

The City anticipates the following proposal review and award schedule:

RFP Issued	October 1, 2020
Proposal Submittal Deadline	October 30, 2020
Proposal Evaluation Complete	November 6, 2020
Interviews (if necessary)	Week of November 9, 2020
Consultant Selection/Contract Negotiations	Week of November 16, 2020
Notice to Proceed	November 30, 2020

PROPOSAL CONTENT

Proposers shall prepare a detailed explanation along with an itemized listing of costs for the work to be performed. The explanation of work shall, at a minimum, explain the intended approach and show that the scope of work is understood as well as highlight the proposer's experience with similar projects. The proposal package shall contain the following:

A. Technical Qualification Proposal:

1. A detailed explanation of the work and intended approach that shows the scope of work is understood. A description of the firm's capabilities and experience on similar projects. Proposers shall also provide a minimum of three (3) project references and contacts.
2. Identification of staff's capabilities and the Project Manager assigned to the work; an Organization Chart showing the proposed relationships between all key personnel, and the support staff assigned to the project; the proposed responsibilities of each person on the chart, and brief resumes which highlight special qualifications relevant to the required tasks.
3. A description of firm's key personnel's present activities and their availability to accomplish the required services.

4. Identification of any subconsultants to be used. Information shall include the name and address of the subconsultant, resumes of the key staff proposed for the project and the tasks to be carried out.

**B. Cost Proposal:**

1. A detailed Fee Schedule which include itemized costs including labor costs, fixed costs, direct and indirect costs, overhead costs and travel costs (including travel labor costs) to and from the City. Hourly rates and any extra unit costs should be provided.
2. Listing of cost of subconsultants and markups, if applicable.
3. Listing of any other costs charged by firm in providing professional services.

The Technical Qualification Proposal and Cost Proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the proposer contractually, and shall contain a statement that the proposals are firm offers for a 90-day period. The letter accompanying the Technical Qualification Proposal shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the proposer. An unsigned proposal, or one signed by an individual not authorized to bind the proposer may be rejected.

**PROPOSAL EVALUATION AND SELECTION**

The Technical Qualification Proposal and the Cost Proposal (two copies each) must be submitted in separate sealed envelopes **at or before 3:00 p.m., October 30, 2020**. Late proposals will not be accepted.

Proposals received shall be based on the professional qualifications presented as required for timely and satisfactory completion of the work. The following criteria will be utilized in the selection process:

1. Experience with similar kinds of work - particularly in preparing Local Road Safety Plans - (20%)
2. Understanding of the work to be done and the ability to meet project deadlines – (40%)
3. Technical qualifications of staff for work to be done - (30%)
4. Possession of any necessary certifications, permits, degrees, licenses, etc. required to perform the work - (10%)

The Cost Proposal will not be used in the ranking process. The Technical Proposal and the qualification review will determine the ranking according to the City's qualification selection procedure.

The Cost Proposal will not be opened by the City until the Technical Proposals have been ranked. The firm rated as most qualified for the requested services will be invited to negotiate a final contract. If an agreement is not reached, negotiations may be terminated and commenced with the next most qualified firm.

The award of the contract will be based on a combination of all of the above factors. The City reserves the right to reject any and all proposals.

## PROPOSAL TERMS AND CONDITIONS

Requirement to Meet All Request for Proposals Provisions - Each proposer shall meet all of the work scope/specifications and Request for Proposals Terms and Conditions. By virtue of the proposal submission, the proposer acknowledges agreement with and acceptance of all provisions of the work scope/specifications except as expressly qualified in the proposal. Nonsubstantial deviations may be considered provided that the proposer submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is acceptable will be determined by the City of Simi Valley in its sole discretion.

Communications Regarding Proposal - All timely requests (timely requests are those which the City in its sole judgment, can reasonably respond to before the submittal deadline) for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such verbal communication shall not be binding on the City.

Proposal Submission - Each proposal must be submitted as described in the Request for Proposals. The Proposal shall be enclosed in a sealed envelope and addressed to the Department of Public Works, City of Simi Valley, 2929 Tapo Canyon Road, Simi Valley, California 93063. The proposal shall be clearly labeled with the proposal title, name of proposer, and date and time proposals are due. If proposal is delivered to the City via express delivery or other priority mail service, the above information must also be included on the outside shipment envelope.

Submission of One Proposal Only - No individual, or business entity of any kind shall be allowed to make or file or to be interested in more than one proposal, except an alternative proposal when specifically requested. However, an individual who has quoted prices on materials to a firm submitting a proposal is not thereby disqualified from quoting prices to other firms submitting proposals.

Proposal Withdrawal - Proposers may withdraw their proposal without prejudice prior to the time specified as the due date by submitting a written request to the Department of Public Works, Public Works Director, for its withdrawal. If this occurs the proposal will be returned to the proposer unopened. No proposal received after the time specified or at any place other than the place stated in the Request for Proposals will be considered.

Proposal Retention and Award - The City reserves the right to retain all proposals for a period of 90 days for examination and comparison. The City also reserves the right to determine and waive nonsubstantial irregularities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that the proposals are qualified by specific limitations, and to make award as the interest of the City may require based on the criteria identified in this Request for Proposals.

Contract Requirement - The proposer to whom award is made shall execute a written contract with the City within ten (10) calendar days after written notice of the award has been sent by mail to the address given in the proposal or within ten (10) calendar days after receipt by proposer.

The City's form contract is attached. The contract will be refined during final preparation of the contract documents between City and Consultant. The "Scope of Work" will be incorporated in the Contract as Exhibit "A", the "Schedule of Fees" will be incorporated as Exhibit "B" and if applicable, Insurance Requirements will be incorporated as Exhibit "C".

The proposer warrants that proposer possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable; and further, proposer shall comply with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.

Failure to Accept Contract - If upon notification of intent to award the proposal by the City, the proposer fails to enter into the Contract within the specified time period, the pending award will be annulled. In such case, the City reserves the right to recover any damages proximately caused by the proposer's failure to enter into a contract. An award may be made to the next most qualified proposer who shall fulfill every term and condition of the Request for Proposals.

Business Tax - The City's Business Tax Ordinance requires that a Business Tax Receipt be obtained before any business, trade, profession, enterprise, establishment, occupation, or calling is conducted within the City. The amount of the tax is based on gross receipts resulting from business conducted in the City of Simi Valley and is required to be paid when business is conducted in the City even though the principal location of the business may be outside of the City or a Business Tax Receipt has been issued to them by another city. Issuance of a Business Tax Receipt is only evidence of the fact that the tax has been paid. It does not sanction or approve any operation not otherwise permitted. The City will verify that the proposer has a valid City of Simi Valley Business Tax Receipt prior to the execution of the Contract. Additional information regarding the City's Business Tax program may be obtained by calling (805) 583-6736.

Non-Exclusive Contract - The City reserves the right to purchase the items/services listed in this Request for Proposals, as well as any supplemental items/services, from other vendors during the Contract term.

Submission of References - Each proposer shall submit a statement of qualifications and references on the form provided in the Request for Proposals package.

DIR Registration – In accordance with the provisions of California Labor Code Section 1771.1, as amended by SB 854, unless registered with the DIR (Department of Industrial Relations), a contractor may not propose, nor be listed as a subcontractor, for any proposal submitted for public work on or after March 1, 2015, with certain exceptions as set forth in Labor Code 1771.1(a), or unless the small project exemption applies (total cost of project: \$25,000 for public works or \$15,000 for maintenance). Without the small project exemption, a public entity cannot award a public work contract to a non-registered contractor or subcontractor, effective July 1, 2017. As such, proposers on non-exempt projects must be registered with DIR. If any contractor or subcontractor listed in a proposal is believed to be exempt from registration as set forth in Labor Code 1771.(a), the proposal must set forth the claimed exemption. Failure to provide evidence of registration or of a valid exemption at the time of proposal submittal shall render the proposal as non-responsive and shall act as a bar to award the Contract to any proposer not registered with DIR.

Prevailing Wages and Minority Group Skill Upgrade and Employment - Proposers are hereby notified that pursuant to the provisions of the California Labor Code the California Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the Contract. Such wage scale is set forth at length in a Schedule of Prevailing Rates of Wages that is on file at the California Department of Industrial Relations and is available at [www.dir.ca.gov/DLSR/PWD/index.htm](http://www.dir.ca.gov/DLSR/PWD/index.htm). The published prevailing rates that the Contractor shall pay are hereby incorporated in and made a part of these Proposal Terms and Conditions.

### Insurance Requirements

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Consultant hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions - The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Status

The City, its Boards, Officers, Agents, Officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

#### Primary Coverage

For any claims related to this project/contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its Boards, Officers, Agents, Officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its Boards, Officers, Agents, Officials, employees, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

#### Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

#### Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

#### Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

## Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective, or start of work date, the Consultant must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

## Verification of Coverage

Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

## Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

## 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.

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

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

Required Timeframes - The Consultant office hours shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, so that the Consultant will be available to City staff and design professionals.

Inspections - City reserves the right to inspect the work being accomplished by the Consultant at any time.

Assignment of Consultant Personnel - The Consultant shall have City's written approval prior to making any change in a project team assigned to a project.

Protest Procedures - Any bidder, proposer, or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. Bidders are to be advised that protests of the process, terms, conditions or any other aspect of the solicitation, must be made prior to the bid or proposal due date.

Bidders and proposers may not protest the contents of the specifications of the bid/RFP/RFQ nor the award based on the use of the Local Vendor Preference. Protests must be in writing and transmitted by facsimile, email or by mail to the attention of the Purchasing Agent.

Protest of the recommendation for award for bids must be made immediately, and in no event later than five working days after the close of bids. In the case of an RFP/RFQ, after the notice of recommendation for award. All protests must be based on fact(s) and include the following information:

1. The name, address, telephone number and email address of the protestor;
2. The signature of the protestor or protestor's representative;
3. The solicitation or contract number;
4. A detailed statement of the legal and/or factual grounds of the protest and all documentation supporting the vendor's position at the time of the initial protest;
5. The form of relief requested.

The Purchasing Agent or designee shall endeavor to respond in writing within two (2) working days to the protestor. Should more information be required, the Purchasing Agent may provide time extensions during this process. The decision rendered by the Purchasing Agent shall be in writing and shall be final.

The City reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive and responsible bid, and to issue a notice to proceed or notice of award notwithstanding any pending or continuing challenge to its determination. The City has no obligation to suspend or otherwise delay the procurement and/or award to allow for completion of a protest process.

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SIMI VALLEY AND \_\_\_\_\_ TO PREPARE THE CITY OF SIMI VALLEY LOCAL ROAD SAFETY PLAN, CP60000029, RFP NO. PW 20-10

THIS CONTRACT is made and entered into in the City of Simi Valley on this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between the CITY OF SIMI VALLEY, a municipal corporation, hereinafter referred to as CITY, and \_\_\_\_\_, a (type of business entity), hereinafter referred to as CONSULTANT.

**RECITALS**

WHEREAS, on October 1, 2020, CITY requested proposals for professional services to prepare the City of Simi Valley Local Road Safety Plan, CP60000029, RFP No. PW 20-10; and

WHEREAS, pursuant to such request, CONSULTANT submitted a proposal, which was accepted by CITY for the services.

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

**AGREEMENT**

1. **Recitals.** The foregoing recitals are true and correct and are a part of this CONTRACT.

2. **Term.** The term of this CONTRACT shall be from the date this CONTRACT is made and entered, as first written above, and shall be completed no later than June 30, 2021.

3. **Description of Services.** The services to be performed by CONSULTANT are as follows:

Prepare a Local Road Safety Plan in conformance with Federal and State standards. CONSULTANT agrees to perform the services more specifically set forth in the "Scope of Work" attached hereto and incorporated herein as Exhibit "A". CONSULTANT will meet with CITY at least monthly to discuss the anticipated tasks planned for the month and to receive direction from CITY regarding same.

4. **Compensation and Payment.**

A. The total compensation payable to CONSULTANT by CITY for services under this CONTRACT shall not exceed the sum of \$\_\_\_\_\_ (the "Not-To-Exceed Amount"), and shall be earned as the work progresses. Payment will be made based on the rates contained in the "Schedule of Fees" as set forth in Exhibit "B" attached hereto and incorporated herein. CONSULTANT acknowledges that CONSULTANT is not guaranteed to receive the Not-To-Exceed Amount or any particular or minimum amount of compensation or work under this CONTRACT.

B. After CONSULTANT has performed the services as specified in this CONTRACT, CITY shall be obligated to pay CONSULTANT based upon the actual CITY-authorized services received by CITY at the rates established as a part of this CONTRACT. In no event shall the total amount paid exceed the CONTRACT Not-to-Exceed Amount unless otherwise agreed to by the parties in writing.

C. Payments to the CONSULTANT shall be made within 30 days after receipt of an original invoice from the CONSULTANT and acceptance of the services by CITY.

D. CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification will be in a form satisfactory to CITY. Invoices shall include the work performed including a list of hours worked by personnel.

5. **CONSULTANT's Representations and Obligations.**

A. CONSULTANT shall perform as required by this CONTRACT. CONSULTANT also warrants on behalf of itself and all subcontractors engaged for the performance of this CONTRACT that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B. CONSULTANT shall obey all Federal, State, local, and special district laws, ordinances, and regulations.

C. CONSULTANT agrees to abide by CITY's Business Tax Ordinance, of which proof of payment must be obtained prior to performance of this CONTRACT.

D. CONSULTANT acknowledges CITY may contract with other parties for the performance of services or supplemental services as they relate to the work during the term of this CONTRACT.

6. **Audit.**

A. At any time during normal business hours and as often as the CITY may deem necessary, CONSULTANT shall make available to CITY for inspection its records pertaining to this CONTRACT. CONSULTANT shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least (2) years after termination or final payment under this CONTRACT. This paragraph shall survive for two (2) years after termination of this CONTRACT.

B. CITY shall have the option of inspecting and/or auditing all records and other written materials used by CONSULTANT in preparing its statements to CITY as a condition precedent to any payment to CONSULTANT.

7. **Hold Harmless and Indemnification**. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), CONSULTANT shall defend, and provide legal defense with attorney(s) acceptable to CITY, indemnify, and hold harmless the CITY, its agents, officials, officers, representatives, and employees, (collectively "Indemnitees") from and against all claims, lawsuits, liabilities or damages (including, without limitation, injury to or death of an employee of CONSULTANT or its sub-consultant), expense and liability of every kind, nature and description (including, without limitation incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of litigation) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, any sub-consultant, anyone directly or indirectly employed by them, or anyone that they control.

To the extent there is an obligation to indemnify under this Section of this CONTRACT; CONSULTANT shall be responsible for incidental and consequential damages resulting from CONSULTANT'S negligence, recklessness, or willful misconduct. The provisions of this Section survive completion of the services or the termination of this CONTRACT. The provisions of this Section are not limited by the provisions of this CONTRACT relating to insurance. The CONSULTANT shall thoroughly investigate any and all claims subject to the provisions of this Section, and indemnify the CITY and do whatever is necessary to protect any and all Indemnitees.

8. **Amendments**. Any amendment, modification, or variation from the provisions of this CONTRACT shall be in writing and shall be effective only upon mutual written approval by the Public Works Director and CONSULTANT.

9. **Anti-Discrimination**. In the performance of the terms of this CONTRACT, CONSULTANT shall not engage in, nor permit subcontractors to engage in, discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

10. **Personal Services**. This Agreement is for professional services, which are personal to CITY. is deemed to be specially experienced and is a key member of CONSULTANT'S firm, and shall be directly involved in performing, supervising, or assisting in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this CONTRACT.

11. **Termination**. If, during the term of this CONTRACT, CITY determines that CONSULTANT is not faithfully abiding by any term or condition contained herein, CITY may notify CONSULTANT in writing of such defect or failure to perform. The notice must give to the CONSULTANT a ten (10) day period of time thereafter in which to perform the work or cure the deficiency. If CONSULTANT has not performed the work or cured the deficiency within the ten (10) days specified in the notice, such failure shall constitute a breach of this CONTRACT, and CITY may terminate this CONTRACT immediately by written notice to CONSULTANT. In addition, CITY, if it terminates this CONTRACT for

cause, may withhold as an offset from payments due CONSULTANT damages occasioned by such breach, including liquidated damages, if so provided herein. The CITY shall be liable to the CONSULTANT only for those fees accrued by the CONSULTANT to the date CONSULTANT receives the notice of termination. In no event, however, shall CONSULTANT be entitled to receive in excess of the CONTRACT amount.

12. **Delivery of Reports in Cases of Termination.** If this CONTRACT is terminated pursuant to any of the provisions contained hereinabove, and if requested to do so in writing by the CITY, the CONSULTANT shall, within fourteen (14) calendar days after receipt of such written request, deliver and turn over to the CITY all of its preparation and work on the project which were done to the date of the receipt of the notice of termination. The terms "preparation" and "work" as used in this paragraph, shall refer to and include all data and materials of whatever type that have been gathered by the CONSULTANT, and contemplated to be used or actually used, in the provision of the services as specified in this CONTRACT.

13. **Complete CONTRACT.** This CONTRACT and its accompanying exhibits shall constitute the complete CONTRACT between the parties hereto. No verbal agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such verbal agreement, understanding, or representation be binding upon the parties hereto.

14. **Independent Contractor.** It is expressly understood between the parties to this CONTRACT that no employee/employer relationship is intended. CONSULTANT is not an agent or employee of the CITY and it is not entitled to participate in any pension plan, insurance or other benefits CITY provides for its employees. CONSULTANT is an independent contractor in performing the Services required under this CONTRACT and will have control of all work and the manner in which it is performed. Any provision of this CONTRACT that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work required herein or to exercise a measure of control over the work means that the CONSULTANT will follow the direction of the CITY as to the results of the work only.

15. **Time of Performance.** Time is of the essence in this CONTRACT.

16. **Insurance.** CONSULTANT shall, at CONSULTANT'S sole cost and expense, provide insurance as contained in Exhibit "C", incorporated herein. CONSULTANT shall not commence work on the Services to be performed, until it submits proof of all insurance coverage as required.

17. **Ownership of Reports and Data.** The originals of all studies, reports, exhibits, documents, data and other work or materials prepared for, or used to comply with any term of this CONTRACT, plus any copies of same required by this CONTRACT to be furnished to the CITY by any of the other party(ies) with whom the CONSULTANT may have contract(s) pertaining to this project, shall be deemed to be public records open to inspection by the public and, as such, to be and remain the property of the CITY.

18. **Conflict of Interest.** Neither CONSULTANT nor any employees, agents, or subcontractors of CONSULTANT who will be assigned to this project, to the best of CONSULTANT'S knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this CONTRACT. Should one party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict, CITY may terminate the CONTRACT immediately for non-performance pursuant to Section 11 herein.

In accordance with California Government Code Section 87306, CONSULTANT shall provide, if requested by CITY, a Conflict of Interest Statement, Form 700 no later than 30 days after execution of this CONTRACT, and annually thereafter prior to April 1st of each year for the duration of the CONTRACT. Failure to file any of the required statements will result in withholding payment for services rendered.

19. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, and any such assignment without said consent shall be void.

20. **Authority to Execute CONTRACT.** Both CITY and CONSULTANT do covenant that each individual executing this CONTRACT on behalf of each party is a person duly authorized and empowered to execute contracts for such party.

21. **Jurisdiction and Venue.** Jurisdiction is in an appropriate court in the State of California and venue lies in Ventura County, and the parties do not consent to arbitration. In the event of any dispute, each party shall bear its own fees and costs (including attorneys' fees). This CONTRACT shall be governed by California law, without regard to conflict of law principles.

22. **Non-Appropriation of Funds.** Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this CONTRACT shall cover only those costs incurred up to the conclusion of the current fiscal year.

23. **Taxpayer Identification Number.** CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, form W-9 (latest revision), as issued by the Internal Revenue Service.

24. **Permits and Licenses.** CONSULTANT, at its sole cost and expense, shall obtain and maintain during the term of this CONTRACT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of this CONTRACT.

25. **Waivers.** The waiver by one party of any term or condition of this CONTRACT, or any breach thereof, shall not be construed to be a general waiver by the party or as a waiver of any other term or breach.

26. **Statement of Experience.** CONSULTANT warrants that it will perform its Services with at least the due care, diligence and expertise generally accepted in its industry. CONSULTANT also understands and agrees that it is being employed to perform the Services provided for by this CONTRACT because of CONSULTANT'S professed expertise and experience in performing such Services. In addition, CONSULTANT understands and agrees that while CITY or CITY'S officers, employees, agents or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by CONSULTANT pursuant to this CONTRACT. As a consequence, CONSULTANT waives any right of contribution against CITY or any of CITY'S officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by CONSULTANT pursuant to this CONTRACT.

27. **Notices.** All written notices required by, or related to this CONTRACT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this CONTRACT shall refuse to accept such mail; the parties to this CONTRACT shall promptly inform the other party of any change of address. All notices required by this CONTRACT are effective on the day of receipt, unless otherwise indicated herein. The mailing address of each party to this CONTRACT is as follows:

CITY	Ron Fuchiwaki, Director Department of Public Works City of Simi Valley 2929 Tapo Canyon Road Simi Valley, CA 93063 Staff Contact: Justin Link, Principal Engineer - Traffic (805) 583-6884
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CONSULTANT \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

**Attest:** **City of Simi Valley, A Municipal Corporation**

\_\_\_\_\_  
Lucy Blanco, City Clerk

By: \_\_\_\_\_  
Brian Paul Gabler, City Manager

**Approved as to Form:** **Insert Name Of Company Above**

\_\_\_\_\_  
Lonnie J. Eldridge, City Attorney

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**Approved as to Content:** Title: \_\_\_\_\_

\_\_\_\_\_  
Jerry Johnson  
Deputy Administrative Services Director  
(Support Services)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Ronald K. Fuchiwaki  
Public Works Director

## EXHIBIT "A"

## SCOPE OF WORK

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SIMI VALLEY AND \_\_\_\_\_ TO PREPARE THE CITY OF SIMI VALLEY LOCAL ROAD SAFETY PLAN, CP60000029, RFP NO. PW 20-10

SCOPE OF WORK

The project entails the preparation of a Local Road Safety Plan in conformance with Federal and State Standards.

WORK BY CONSULTANT

1. Review available documentation regarding the City's street network, including:
  - a. Traffic Count Data
  - b. GIS Data
  - c. Engineering & Traffic Surveys
  - d. Collision Data

***Deliverables:*** a memo summarizing review of the available data provided by the City, and any additional data that may be requested to complete the work.

2. Collect field data to supplement document review. An extensive effort under this task is not anticipated. Existing safety measures in-place, such as radar feedback signs, speed humps, warning signs, etc. should be identified through field visits or verification by City Staff.

***Deliverables:*** a summary of the data collected, which shall be included as an appendix in the final report.

3. Prepare the crash and roadway data analysis. In addition to identification of potential "hotspots" of crash concentrations (i.e. volume of all crashes), an emphasis shall be placed on crash patterns where high volumes of similar collisions and/or severity of collisions occur (i.e. crash times; vehicle, pedestrian, bicycle; injury, fatality).

Following a thorough review of crash data, an analysis of roadway characteristics that may potentially contribute to crashes shall be performed. Examples may include horizontal geometry, striping or controls (or lack thereof), roadway width, etc.

A list of potential countermeasures shall be developed for prioritized locations.

**Deliverables:** a memo summarizing the analysis, and a meeting to discuss the results of the analysis.

4. Develop a list of countermeasures for the crashes and roadway geometrics identified. The countermeasures will be used to develop a list of projects for the final LRSP. The Consultant shall present the list of countermeasures to the City for discussion and selection.

**Deliverables:** a memo summarizing the list of potential countermeasures for each crash type and/or geometric features identified, and a meeting to discuss the countermeasures.

5. Prepare a list of potential safety projects to be implemented by the City. The project list shall include:
  - a. Location
  - b. Countermeasure(s) selected
  - c. Cost Estimate
  - d. B/C Ratio
  - e. Prioritization

**Deliverables:** a memo summarizing the project list, and a meeting to discuss the proposed projects

6. Prepare the Local Road Safety Plan. The report shall be structured as follows:
  - a. Executive Summary
  - b. Engineer's Seal
  - c. Introduction
  - d. Summary of Existing Safety Measures In-Place
  - e. Crash and Roadway Geometric Analysis, including crash concentrations
  - f. Countermeasures
  - g. Project List
  - h. Future Evaluation (as the LRSP is intended to be a living document, a discussion of future updates to the report should be included)
  - i. Appendices

**Deliverables:** LRSP shall be submitted at 60%, 90% and 100% completion levels. Final report shall be submitted in PDF and Microsoft Word Format.

7. Attend meetings:
  - a. One Kickoff Meeting (Zoom or similar)
  - b. Four Progress Meeting
    - i. At completion of Item 3
    - ii. At completion of Item 4
    - iii. At completion of Item 5
    - iv. At 90% completion of Item 6

WORK BY CITY

The City will provide the following information and documents:

- Traffic Count Data (ADT)
- GIS Information
- Engineering & Traffic Surveys
- Crossroads Collision Data

EXHIBIT "B"

SCHEDULE OF FEES

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SIMI VALLEY AND \_\_\_\_\_ TO PREPARE THE CITY OF SIMI VALLEY LOCAL ROAD SAFETY PLAN, CP60000029, RFP NO. PW 20-10

## EXHIBIT "C"

## INSURANCE REQUIREMENTS

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SIMI VALLEY AND \_\_\_\_\_ TO PREPARE THE CITY OF SIMI VALLEY LOCAL ROAD SAFETY PLAN, CP60000029, RFP NO. PW 20-10

Insurance Requirements

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

## Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Consultant hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions - The insurance policies are to contain, or be endorsed to contain, the following provisions:

### Additional Insured Status

The City, its Boards, Officers, Agents, Officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

### Primary Coverage

For any claims related to this project/contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its Boards, Officers, Agents, Officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its Boards, Officers, Agents, Officials, employees, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

### Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

### Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

### Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

### Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

## Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective, or start of work date, the Consultant must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

## Verification of Coverage

Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

## Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

## 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.