

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for engineering and design services ("Agreement") is made and entered in this 12th day of January, 2016 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and KOA Corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to perform engineering and design services for HSIP Cycle 6 – Orange Street & Pioneer Avenue Traffic Signal Project in the City of Redlands (the "Services").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.
- 1.3 This agreement shall go into effect on January 12, 2016, contingent upon approval by City, and Consultant shall commence work after "Notice to Proceed" is issued by City. The contract shall end on July 1, 2017, unless extended by an amendment.
- 1.4 Consultant is advised that any recommendation for contract award is not binding on City until the contract is fully executed and approved by City.
- 1.5 All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

Consultant Contract Administrator:

Chuck Stephan, Vice President
KOA Corporation
3190 C Shelby Street
Ontario, CA 91764

City of Redlands Contract Administrator:

Chris Diggs, MUED Director
City of Redlands
35 Cajon Street, Suite 15A
P.O. Box 3005 (mailing)
Redlands, CA 92373

ARTICLE 2 – SERVICES OF CONSULTANT

- 2.1 The Services which Consultant shall perform are more particularly described in Exhibit “A,” entitled “Scope of Work,” which is attached hereto and incorporated herein by this reference.
- 2.2 Consultant shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- 2.3 Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- 2.4 When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates Chris Diggs, Municipal Utilities and Engineering Director, as City’s representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City’s policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Contractor shall commence the Services upon City’s delivery to Contractor of a written “Notice to Proceed.”
- 4.2 Contractor shall perform the Services in a prompt and diligent manner.
- 4.3 If Consultant’s Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – ALLOWABLE COSTS AND PAYMENTS

- 5.1 The method of payment for this contract will be based on lump sum. The total lump sum price paid to Consultant will include compensation for all work and deliverables, including travel and equipment described in Exhibit A, Scope of Services, of this contract. No additional compensation will be paid to Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between Consultant and City. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by City.
- 5.2 Progress payments may be made monthly in arrears based on the percentage of work completed by Consultant. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, City shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article 6 Termination.
- 5.3 Consultant shall not commence performance of work or services until this contract has been approved by City and notification to proceed has been issued by City's Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- 5.4 Consultant will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by City's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due to City that include any equipment purchased under the provisions of Article 12 Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of Consultant's work. Invoices shall be mailed to City's Contract Administrator at the following address:
- Chris Diggs, MUED Director
City of Redlands
35 Cajon Street, Suite 15A
P.O. Box 3005 (mailing)
Redlands, CA 92373
- 5.5 The total amount payable by City shall not exceed Twenty Three Thousand Five Hundred Forty Four dollars and Sixty Two cents (\$23,544.62).
- 5.6 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 6 – TERMINATION

- 6.1 City reserves the right to terminate this contract upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice.
- 6.2 City may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, City may proceed with the work in any manner deemed proper by City. If City terminates this contract with Consultant, City shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to City exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.
- 6.3 The maximum amount for which City shall be liable if this contract is terminated is Twenty Three Thousand Five Hundred Forty Four dollars and Sixty Two cents (\$23,544.62).

ARTICLE 7 – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- 7.1 Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- 7.2 Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 7.3 Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to the City.
- 7.4 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 8 – INSURANCE AND INDEMNIFICATION

- 8.1 Insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- 8.2 Workers' Compensation and Employer's Liability insurance in the amount that meets

statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall provide City with Exhibit "D," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to occupancy of the Premises.

- 8.3 Consultant shall secure and maintain comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 8.4 Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars (\$1,000,000) per claim made.
- 8.5 Consultant shall have business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services if any, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City.
- 8.6 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property to the extent caused by any, negligent act or omission of, or willful misconduct by, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 9 – CONFLICTS OF INTEREST

- 9.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 9.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

- A. Does not make a governmental decision whether to:
- (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize the City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
- B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

- 9.3 In the event City officially determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.
- 9.4 Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing City construction project, which will follow.
- 9.5 Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- 9.6 Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- 9.7 Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- 9.8 Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE 10 – GENERAL CONSIDERATIONS

- 10.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 10.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, and conditions of this Agreement.
- 10.3 Records, drawings, designs, cost estimates, electronic data files, databases and any other documents developed by Consultant in connection with its performance of the Services, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents, and any use of incomplete documents, shall be at City's sole risk.
- 10.4 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor of its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.
- 10.5 For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.
- 10.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained

herein, and any prior negotiations and written or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, an amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

- 10.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 10.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

ARTICLE 11 – SUBCONTRACTING

- 11.1 Nothing contained in this contract or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to the City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant.
- 11.2 Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by City's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- 11.3 Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by the City.
- 11.4 Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- 11.5 Any substitution of subconsultant(s) must be approved in writing by City's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE 12 – EQUIPMENT PURCHASE

- 12.1 Prior authorization in writing, by City's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

- 12.2 For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by City's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- 12.3 Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- 12.4 All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE 13 – AUDIT REVIEW PROCESS

- 13.1 Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by City's Chief Financial Officer.
- 13.2 Not later than 30 days after issuance of the final audit report, Consultant may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- 13.3 Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this contract.

ARTICLE 14 – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

- 14.1 Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE 15 – STATEMENT OF COMPLIANCE

- 15.1 Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- 15.2 During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- 15.3 The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- 15.4 The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE 16 – DEBARMENT AND SUSPENSION CERTIFICATION

- 16.1 Consultant's signature affixed herein, shall constitute a certification under penalty of

perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

- 16.2 Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- 16.3 Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE 17 – DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- 17.1 This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- 17.2 The goal for DBE participation for this contract is 8.9%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- 17.3 DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by Consultant 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 City deems appropriate.
- 17.4 Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

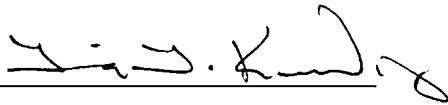
- 17.5 A DBE firm may be terminated only with prior written approval from City and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting City consent for the termination, Consultant must meet the procedural requirements specified in 49 CFR 26.53(f).
- 17.6 A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- 17.7 A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- 17.8 If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- 17.9 Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- 17.10 Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by Consultant or Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

- 17.11 If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to City's Contract Administrator within 30 days.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

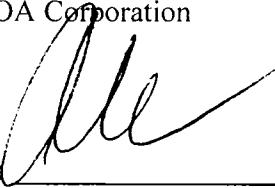
By:



Tina Kundig, Finance Director

KOA Corporation

By:



Chuck Stephan, Vice President

Attest:



Sam Irwin, City Clerk

EXHIBIT "A"
Scope of Services

The consultant shall complete the following tasks. A detailed description of these tasks is shown within the Request for Proposals, included as Exhibit "D".

Task 1 - Project Coordination

Task 2 - Agency and Utility Coordination

Task 3 - Preliminary Engineering

Task 4 – Environmental Technical Studies

Task 5 - Final Engineering

Task 6 - Cost Estimates

Task 7 – Specifications

Task 8 - Request for Authorization to Proceed With Construction

Task 9 - Project Advertisement Services

Task 10 - Construction Support Services

Task 11 - Prepare Record Drawings (As-Builts)

EXHIBIT "B" **Cost Proposal**

Exhibit 10-H

City of Redlands - HSIP Cycle 6 - Orange Street & Pioneer Avenue Traffic Signal **Cost Proposal**

Consultant: <u>KOA Corporation</u>	Contract No: <u>HSIPL 5083 (016)</u>	Date: <u>10/15/2015</u>
------------------------------------	--------------------------------------	-------------------------

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Engineer I	Chuck Stephen	5	\$ 70.00	\$ 350.00
Senior Engineer II	Ming Guan	48	\$ 42.40	\$ 2,035.20
Senior Engineer II	Eric Yang	14	\$ 42.40	\$ 593.60
Assistant Engineer II	Andrew Osaki	74	\$ 30.50	\$ 2,257.00
Administrative I	Denise Martin	4	\$ 29.45	\$ 117.80
		0	\$ -	\$ -
		0	\$ -	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$	5,353.60
b) Anticipated Salary Increases	\$	-
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$	5,353.60

FRINGE BENEFITS

d) Fringe Benefit (Rate: <u>57.12%</u>)	e) TOTAL FRINGE BENEFITS	
	[(c) x (d)]	\$ 3,057.98

INDIRECT COSTS

f) Overhead (Rate: <u>49.95%</u>)	g) Overhead [(c) x (f)]	\$ 2,674.12
h) General and Administrative (Rate: <u>67.59%</u>)	i) Gen & Admin [(c) x (h)]	\$ 3,618.50
(*voluntary reduced rate)		
j) TOTAL INDIRECT COSTS [(f) + (g) + (i)]	\$	9,350.60

FIXED FEE (Profit)

k) (Rate: <u>10%</u>)	k) TOTAL PROFIT [(c) + (j) x (q)]	\$ 1,470.42
------------------------	-----------------------------------	-------------

OTHER DIRECT COSTS (ODC)

Description

l) Travel Mileage Costs (supported by consultant actual costs)	\$	300.00
m) Equipment Rental and Supplies (itemize)	\$	-
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each) etc.	\$	-
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$	7,070.00
p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)]	\$	7,370.00
TOTAL COST [(c) + (j) + (k) + (p)]	\$	23,544.62

NOTES:

Employees subject to prevailing wage requirements to be marked with an *.

ODC items should be based on actual costs and supported by historical data and other documentation.

ODC items that would be considered "tools of the trade" are not reimbursable.

ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.

ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

FEE PROPOSAL
HSIP Cycle 6 - Orange Street & Pioneer Avenue Traffic Signal Project
City of Redlands City Project No. 47021
Federal Project No. HSIPL 5083 (016)

TASKS	Project Principal	Project Manager	Traffic Engineer	Design Engineer	Admin.	ECORP Consulting Inc. Environmental Engineering	RMD Surveying Mapping	TOTAL COST
Task 1 - Project Coordination								
1) Design Kick-Off Meeting		2						\$750.20
2) Communication and Coordination with Project Team including City		2			1			\$345.10
3) Prepare Necessary Documents and Exhibits for Meetings		2		2	1			\$529.40
4) Prepare Project Schedules and Updates as necessary		1			1			\$217.00
5) Quality Assurance / Quality Control	2	2			1			\$769.10
6) Presentation to City Council and Additional Committees	2	2						\$579.10
Subtotal	4	11		2	4	\$0	\$0	\$2,795.27
Task 2 - Agency and Utility Coordination								
1) Coordinate with Utility Companies		1					\$250	\$378.10
2) Prepare Initial Request for Utility Information							\$200	\$200.00
3) Coordinate with Utility Companies to Upgrade Facilities		1					\$250	\$718.10
4) Review Utility Information		1					\$250	\$378.10
5) Maintain Utility Matrix		2					\$250	\$506.20
Subtotal		6				\$0	\$1,200	\$1,849.51
Task 3 - Preliminary Engineering								
1) Design Survey		1		1			\$1,250	\$1,470.25
2) Field Review		2		2				\$440.50
3) Traffic Analysis		2	4					\$783.61
Subtotal		6	4	3		\$0	\$1,250	\$2,679.36
Task 4 - Environmental Technical Studies								
1) APE Map		1				\$780		\$938.10
2) Native American Consultation						\$850		\$850.00
3) HSPR						\$2,930		\$2,930.00
Subtotal		1				\$4,620	\$0	\$4,748.10
Task 5 - Final Engineering								
1) 60% Submittal	1	2	2	18				\$2,199.21
2) 90% Submittal		2	1	12				\$1,390.00
3) 100% Submittal		1	1	3				\$333.30
Subtotal	1	6	4	36		\$0	\$0	\$4,601.74
Task 6 - Cost Estimate								
1) 60% Submittal		2	1	4				\$752.90
2) 90% Submittal		1	1	2				\$440.50
3) 100% Submittal		1	1	2				\$440.50
Subtotal		4	3	9		\$0	\$0	\$1,633.90
Task 7 - Specifications								
1) 60% Submittal		2	1	8				\$1,121.40
2) 90% Submittal		1	1	4				\$524.30
3) 100% Submittal		1	1	2				\$440.50
Subtotal		4	3	14		\$0	\$0	\$2,106.79
Task 8 - Request for Authorization to Proceed with Construction								
1) Original RFA (x 4) with all Required Copies per LAFM		4		4				\$361.00
Subtotal		4		4		\$0	\$0	\$881.00
Task 9 - Project Advertisement Services								
1) Tabulated Response to RFIs and Addendums		1		1				\$220.25
Subtotal		1		1		\$0	\$0	\$220.25
Task 10 - Construction Support Services								
1) Provide Responses to RFI		2		2				\$440.50
2) Review and Approve Shop Drawings		2		2				\$440.50
3) Regularly Schedule Construction Observation		2						\$256.25
Subtotal		6		4		\$0	\$0	\$1,137.25
Task 11 - Prepare Record Drawings (As-Builts)								
1) Prepare Record Drawings (As-Builts)		2		2				\$440.50
Subtotal		2		2		\$0	\$0	\$440.50
Reimbursable								
1) Reports and printing including Mylars								\$100.00
2) Mileage								\$200.00
TOTAL HOURS	5	48	14	74	4			
TOTAL COST	\$1,057	\$6,149	\$1,793	\$6,819	\$356	\$4,620	\$2,450	\$23,544.62



EXHIBIT "C"
WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

☒ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

KOA Corporation

By: _____

Chuck Stephan, Vice President

1/14/16

Date:

EXHIBIT "D"
REQUEST FOR PROPOSALS



THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

CHANGE ORDER REQUEST (COR)

Project Name: Station Nos. 262-264

COR Number:

Project Number: 71262

Date of Request:

Requested By: TLC Landscape

Change Name:

Description of Change (Required):

Reason for Change (Required):

Location of Change (Required): List all locations if various locations are included in this Request

Additional Days Requested Due to Change (If Applicable):

Total Net Change in Cost:

\$ 0.00

Note: Attach all supporting documents for cost justification

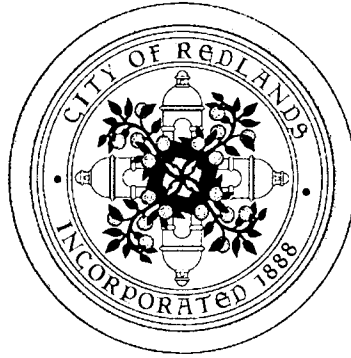
Requestor:

Signature:

Title:

Date:

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT



**REQUEST FOR PROPOSALS
FOR**

Engineering and Design Services
HSIP Cycle 6 – Orange Street & Pioneer Avenue
Traffic Signal Project

City Project No. 47021
Federal Project No. HSIPL 5083 (016)

RFP Submittal deadline:

**4:00 p.m., Friday
October 16, 2015**

**CITY OF REDLANDS
MUNICIPAL UTILITIES &
ENGINEERING DEPARTMENT
35 CAJON STREET, STE 15A
REDLANDS, CA 92373
(909) 798-7698**

TABLE OF CONTENTS

INTRODUCTION.....	1
SCOPE OF SERVICES	1
Task 1 - Project Coordination.....	1
Task 2 - Agency and Utility Coordination.....	2
Task 3 - Preliminary Engineering.....	2
Task 4 – Environmental Technical Studies.....	3
Task 5 - Final Engineering.....	4
Task 6 - Cost Estimates.....	5
Task 7 – Specifications.....	5
Task 8 - Request for Authorization to Proceed With Construction.....	5
Task 9 - Project Advertisement Services	5
Task 10 - Construction Support Services.....	6
Task 11 - Prepare Record Drawings (As-Built).....	6
SCHEDULE OF WORK.....	6
PROPOSAL FORMAT	7
SELECTION CRITERIA.....	8
PROPOSAL SELECTION.....	9
CONSULTANT SELECTION PROCEDURE.....	9
INSURANCE REQUIREMENTS.....	10

APPENDIX A – SITE LOCATION MAP

APPENDIX B – CONSULTANT AGREEMENT

APPENDIX C – CALTRANS EXHIBITS

APPENDIX D – SIGNAL WARRANTS

APPENDIX E – PRELIMINARY ENVIRONMENTAL STUDY

APPENDIX F – TECHNICAL STUDY APPROVED CONSULTANT LIST

**REQUEST FOR PROPOSALS
FOR
HSIP CYCLE 6 – ORANGE STREET & PIONEER AVENUE
TRAFFIC SIGNAL PROJECT**

INTRODUCTION

The City of Redlands (City) is inviting proposals from qualified professional firms or team of firms specializing in the design of intersection traffic signal projects. The City has obtained federal funding through the Highway Safety Improvement Program (HSIP) Cycle 6 for the Orange Street and Pioneer Avenue Traffic Signal Project to install a traffic signal with all appurtenances at said intersection. Review the project carefully and submit your proposal in accordance with the instruction provided in the Request for Proposals (RFP).

SCOPE OF SERVICES

The consultant will develop plans, specifications and estimates (PS&E) for the project in conformance with Caltrans Local Assistance Procedures Manual (LAPM), adhering to Chapter 11 (Design Standards) and Chapter 12 (Plans Specifications and Estimates) specifically. Once consultant has completed plans, specifications and estimates for the project, the City will submit the completed Request for Authorization for Construction (RFACON) package, prepared by the consultant, to Caltrans for approval.

Interested consultants shall be aware that the City has established a Disadvantaged Business Enterprise (DBE) goal for this project of 8.9%. Consultants must therefore meet the established goal or submit a Good Faith Efforts package in conformance to Local Assistance Procedures Manual (LAPM) Chapter 10 (refer to supplemental enclosures within Appendix C). Consultants must also comply with prevailing wage requirements which are provided within the State of California DIR website at <http://www.dir.ca.gov/OPRL/PWD/index.htm>

The scope of work consists of the following tasks:

TASK 1 - PROJECT COORDINATION

1. Hold a design kick-off meeting with City representatives to review the project in detail, design requirements, schedule, potential concerns and cost limitations.
2. Maintain continuous communication with the City, including meetings to review the preliminary plan and project status at 60%, and 90% completion.
3. Provide agendas for each project status meeting including items for discussion and meeting minutes listing action items.
4. Provide an updated project schedule at each progress meeting.

5. Maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties within the critical path.
6. Provide a presentation to City Council and additional committees as requested by City staff.

TASK 2 - AGENCY AND UTILITY COORDINATION

1. Coordinate with utility companies within the project limits as necessary.
2. Prepare an initial request for utility information such as atlas sheets, mapping, or as-built plans, and notify of the need to install planned facilities in the area of the project.
3. Coordinate with utility companies to upgrade facilities, as needed.
4. Review utility information to determine the impact of the project on the various utilities, including making contact with each affected utility company to determine facilities that may interfere with proposed construction.
5. Maintain a utility matrix documenting contacts, issues, etc. with utility companies.
6. Task 2 Deliverables:
 - Digital submission of utility matrix.

TASK 3 - PRELIMINARY ENGINEERING

1. Design Survey
 - a. Perform research for survey information.
 - b. Perform survey and conduct data collection.
 - c. Obtain topographic feature locations for a complete and accurate representation of existing conditions within the public right-of-way.
 - d. Obtain complete record drawings and other documents to show location of all utilities, location and dimensions of all sidewalks and driveways, location of all trees and landscaping which may be affected by the improvements; and
 - e. The survey and datum will be tied into the state plane coordinate system and City benchmark.
2. Field Review
 - a. Research and review base data documents including as-built improvement plans, utility information and other available record data; and

- b. Conduct a design review field meeting with City staff at 60% design completion to evaluate design recommendations against existing conditions.
- c. Field Review Deliverables:
 - Minutes of design review field meeting.

3. Traffic Analysis

All work identified herein shall be performed by a Professional Engineer or a Traffic Engineer Registered in the State of California with an expertise in Traffic Engineering. Prepare and submit a Traffic Analysis Report detailing the methodology, findings and conclusions supporting the following:

- a. Review and update existing Traffic Signal Warrant Analysis for the Orange Street and Pioneer Avenue intersection prepared by City staff and included within Appendix D;
- b. AM, Noon and PM peak-hour manual turning movement counts at each intersection within the work limits;
- c. Collect 24-hour ADT count and vehicle classification data at a minimum of two locations (traffic accidents for past 3 years);
- d. Recommend turn pocket lengths;
- e. Other pertinent design features and signal modifications; and
- f. Signal improvements must comply with HSIP program goals, grant application and accessibility requirements.
- g. Deliverables:
 - Original and digital submission of updated Traffic Signal Warrant Analysis.

TASK 4 – ENVIRONMENTAL TECHNICAL STUDIES

The City prepared the Preliminary Environmental Study (PES) and has received comments from Caltrans. The signed PES and concurrence letter is attached within Appendix E for reference.

The consultant shall complete a Cultural Study, APE Map and any additional items requested by Caltrans during the review process. The documents shall adhere to all requirements as noted within the concurrence letter. The studies shall be submitted to the City for processing through Caltrans for NEPA clearance.

There is no additional environmental work anticipated with this project as CEQA Categorical Exemption Section 15301 (c) applies to this project.

All technical studies shall be prepared by a consultant listed within the City of Redlands Approved Consultant List, included within Appendix F.

TASK 5 - FINAL ENGINEERING

Upon approval of the PES by Caltrans, the final design phase shall be initiated. Plans, specifications, and estimates shall be provided at levels of completion of approximately 60%, 90%, and 100% (Mylar). The City will provide review comments at the concept, 60% and 90% design stage. It is expected that 100% plans will be complete.

The amount of available funds for the construction of this project is \$245,000. The consultant shall create a design which will allow for awarding of the construction contract within the available funding. The use of additives during the bidding process is allowable if necessary.

Plans shall conform to the City of Redlands Standard Plans, 2012 Greenbook or 2012 Caltrans Standard Plans and shall be prepared utilizing AutoCAD software. All work identified herein shall be approved by a Professional Engineer registered within the State of California.

Project plans shall include, but are not limited, to the following:

1. Title and construction detail sheets;
2. Civil design plans. Plans shall include removals, existing and proposed improvements, utility base mapping, etc. Where necessary, the plans shall define limits of repairs to pavement, curb, gutter, sidewalk, ADA upgrades, etc. The plans shall be at a horizontal scale of 1"=20' or 1"=40' where appropriate;
3. Signing and striping plans at a horizontal scale of 1"=40'. Signing and striping plans shall be prepared and meet criteria established in the MUTCD, latest edition;
4. Submit 60% and 90% completion plans for City's review and comments. Revise plans based on City comments; and
5. Submit 100% plans (mylars) and project specifications.

In performing said service, the consultant shall use, whenever possible, the boilerplate specifications prepared and approved by the City. All drawings and specifications shall be adequate and sufficient for the City to solicit bids for the award of the construction contract for said work.

a. Deliverables:

- Two sets of full size plan submittals at 60% and 90% completion milestones;
- One full size mylar set of 100% drawings; and
- DVD containing bid package in PDF, AutoCAD and Microsoft Word.

TASK 6 - COST ESTIMATES

Prepare quantity calculations and final construction cost estimates in accordance with City requirements to meet established project budget.

a. Deliverables:

- Cost estimate at Concept, 60%, 90% and 100% design; and
- Electronic files of 100% cost estimates.

TASK 7 – SPECIFICATIONS

Prepare Technical Specifications to be used in conjunction with the City boilerplate specifications. Prepare of all required Federal/State documents to be included in the specifications.

a. Deliverables:

- Specifications at the 60%, 90% and 100% completion milestones; and
- Electronic files of 100% specifications.

TASK 8 - REQUEST FOR AUTHORIZATION TO PROCEED WITH CONSTRUCTION

Upon completion of design, the consultant shall prepare the RFACON for submittal to the City who will obtain approval from Caltrans. Work includes, but is not limited to, the following:

- a. Prepare the Request for Authorization (LAPM Exhibit 3-D), Data Sheets (LAPM Exhibit 3-E), Preliminary Estimate of Cost (LAPM Exhibit 12-A), Finance Letter (LAPM Exhibit 15-N), PS&E Certification (LAPM Exhibit 12-C), PS&E Checklist (LAPM Exhibit 12-D), complete the Right-of-Way Certification form, Local Agency Construction Contract Administration Checklist (LAPM Exhibit 15 -A), Local Programs Agreement Checklist (LAPM Exhibit 4-A) to request the State/FHWA agreement (E-76) for federal funding and the Program Supplement Agreement; and
- b. Submit to City for processing to Caltrans. Consultant shall address comments, if issued by Caltrans, and resubmit until approvals are obtained.
- c. Deliverables:
 - Original RFA for CON with all required copies per LAPM

TASK 9 - PROJECT ADVERTISEMENT SERVICES

Consultant shall provide support during bidding. Work includes, but is not limited to, the following:

- a. Respond to Requests for Information (RFIs) during the project advertisement period, and log questions and responses. All communication shall be directed to the City for issuance to the bidders, at no time shall the consultant respond directly to bidders; and

- b. Prepare addenda as necessary with coordination and issuance by the City.
- c. Deliverables:
 - Tabulated Response to RFIs & Addendums, as necessary.

TASK 10 - CONSTRUCTION SUPPORT SERVICES

Consultant shall provide support during construction. Work includes, but is not limited to, the following:

- a. Provide response to contractor's requests for information (RFI) regarding the project forwarded to the consultant by the City. This task includes conferring with the City's Construction Manager regarding the RFI, as appropriate. All communication shall be directed to the City for issuance to the Contractor, at no time shall the Consultant respond directly to Contractor;
- b. Review and approve shop drawings; and
- c. Regularly scheduled construction observation is specifically excluded from this scope of work.

TASK 11 - PREPARE RECORD DRAWINGS (AS-BUILTS)

Within sixty days following the completion and acceptance of the project, furnish City with a complete set of revised original tracings showing as-built conditions. Revisions will be solely based on as-built information provided by the City's Construction Manager and the Contractor. Consultant assumes no responsibility for the accuracy of the information provided by the City's Construction Manager and the Contractor.

- a. Deliverables:
 - Furnish a complete set of revised original record drawings

SCHEDULE OF WORK

In coordinating with Caltrans, the City has obtained authorization to proceed with preliminary engineering for the aforementioned project. As such, the City intends to award a contract for design services in the month of December 2015. Once a Consultant Agreement has been fully executed, the following tentative schedule is foreseen:

- Consultant Selection by November 2015;
- Award Design Contract on December 1, 2015;
- Project Kick-Off Meeting approximately December 14, 2015;
- Completion of Tasks 1-4 by February 1, 2016;
- Completion of Tasks 5-8 by April 1, 2016;
- Advertise project by June 1, 2016;
- Begin Construction by September 2016.

PROPOSAL FORMAT

The Proposals are limited to 10 single sided pages, (excluding cover page, table of contents, dividers and tabs, resumes, sample drawings and pictures of similar projects) arranged in the following manner:

- a. Cover Letter
 - Addressed to:
Jason Montgomery, Associate Civil Engineer
Municipal Utilities & Engineering Department
35 Cajon St., Ste. 15A
Redlands, CA. 92373;
- b. Company History and Background
 - Brief company history and background with respect to design services for traffic signal projects;
- c. Firm's Relative Experience
 - Describe projects of similar scope for which your firm was contracted for in the last five years.
 - Make sure to include the client's name, scope of project, size of project, whether or not it was a federal funded project;
- d. Proposed Staff
 - Through an organization chart, propose your firm's staff and sub-consultants to this project.
 - Include the assigned Design Engineer and individual(s) authorized to negotiate the contract on behalf of the firm;
- e. Qualifications of Proposed Staff
 - Resumes may be provided describing the proposed staff's qualifications (must include their applicable licenses and certifications).
 - A list if similar projects (clients) the proposed design engineer has completed in the past five years.
 - If sub-consultants will be used please describe their qualifications, background and quantify their anticipated degree of involvement (e.g. percentage of work will perform);
- f. Work Plan / Methodology
 - Proposed approach to be applied in completing the tasks and expected deliverables of this project.
 - Provide a chart matching the names of key personnel and/or sub-consultants with their assignments of accountability.
 - List the primary office location of each name and sub-consultant ;

- g. Proposed Schedule
 - Provide a schedule identifying key milestones of your firm's proposed tasks throughout the life of this project;
- h. References
 - Provide 5 references of clients who obtained your services in the past five years.
 - Name, address, telephone number, e-mail, project description (including scope of work and project size).
 - References of local agencies with federal funded projects are preferred; and
- i. Cost Proposal (to be submitted in separate sealed envelope)
 - Proposal shall include a cost breakdown by task for providing services, and optional tasks, if applicable. The cost breakdowns shall include hours associated with each classification and respective hourly rate.
 - Fee Schedule of hourly rates for all personnel classifications, subconsultants; as well as overtime, weekend and night rates.
 - Exhibit 10-H (Sample Cost Proposal) may be used as a guide.

SELECTION CRITERIA

Consultants are to be selected both a qualification and cost basis. Three copies of the proposal labeled "HSIP Cycle 6 – Orange Street & Pioneer Avenue Traffic signal Project" must be submitted by **4:00 PM on Friday, October 16, 2015**, to the following location:

Municipal Utilities & Engineering Department
35 Cajon St., Ste. 15A
Redlands, CA. 92373

Questions pertaining to the RFP should be directed to Jason Montgomery by e-mail at jmontgomery@cityofredlands.org.

The following criteria shall be applied by the selection committee to evaluate proposals:

- Understanding of scope of work and services	20%
- Technical approach and scope of work	30%
- Qualifications and experience of Staff	30%
- Work experience with other agencies on federal aid projects	20%

The highest ranking firms may be short-listed and invited to an interview.

The City reserves the right to reject all proposals or to request and obtain, from one or more of the consulting firms submitting proposals, supplementary information as may be necessary for City staff to analyze the proposals pursuant to the consultant selection criteria contained here. The distribution of this RFP does not bind the City to award an agreement. The City is not liable for costs incurred by the consultant for the cost of the proposal. The consultant by submitting a response to this RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

PROPOSAL SELECTION

City reserves the right, without qualification, to:

- a. Select any proposal as a basis for any of the companies or individuals when such action is considered to be in the best interest of the City;
- b. Reject all proposals; and
- c. Exercise discretion and apply its judgment with respect to any proposals submitted.

The City may select the Consultant, based on initial proposals received, without discussion or after detailed discussions or contract negotiations.

CONSULTANT SELECTION PROCEDURE

The following is an outline of the procedures the City will use in the selection process:

- 1) City organizes the Screening and Selection Committee (Committee);
- 2) City sends out request for proposals to interested parties;
- 3) The Committee reviews the proposals submitted by the prospective consultants;
- 4) The Committee selects proposals, which qualify based on the qualifications and previous experience performing similar work (5 projects minimum);
- 5) The Committee will determine and identify the consultants that are qualified to perform the services and will rank the consultants based on their demonstrated competence and professional qualifications deemed necessary for the satisfactory performance of the services required. Consultants with top ranking proposals may be selected for an interview;
- 6) The Committee will make selection based on qualifications. Negotiations will be undertaken with the firm ranked most qualified with the City's goal being to secure the services at a cost equivalent to the lowest cost offered to the City by an approved & qualified consultant and provides to the City the best long range economic value by the qualified consultants; and
- 7) If a contract cannot be successfully negotiated with the top rated Consultant, the negotiations with the designated consultant may be determined in writing and negotiations may be started with the next highest rated Consultants. This process will continue until the negotiations are successfully concluded with a firm.

INSURANCE REQUIREMENTS

Consultants shall provide insurance coverage that meets the following requirements once selected:

- **General Insurance:** All insurance required shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until all required insurance listed below is obtained by Consultant. Consultant shall provide City with certificated of insurance and endorsements evidencing such insurance prior to commencement of the Services. All insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty days prior written notice to City;
- **Workers' Compensation and Employer's Liability:** Consultant shall secure and maintain Worker's Compensation and Employer's Liability insurance throughout the duration of its performance of the Services in accordance with the laws of the State of California, with an insurance carrier acceptable to City;
- **Hold Harmless and Indemnification:** Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by Consultant's and its officers', employees' and agents' sole negligent acts or omissions in performing the Services;
- **Assignment:** Consultant is expressly prohibited from assigning any of the Services without the express written consent of City. In the event of agreement by the Parties to assign a portion of the Services, Consultant shall add the assignee as an additional insured and provide City with the insurance endorsements required by this Agreement prior to the performance of any Services by the assignee. Assignment does not include printing or other customary reimbursable expenses that may be provided for in this Agreement;
- **Comprehensive General Liability Insurance:** Consultant shall secure and maintain in force throughout the Service comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City;
- **Professional Liability Insurance:** Consultant shall secure and maintain professional liability insurance throughout the Service in the amount of One Million Dollars (\$1,000,000) per claim made;
- **Business Auto Liability Insurance:** Consultant shall have business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services. Hired and non-owned vehicles and employee

non-ownership vehicles. City shall be named as an additional insured. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City; and

- City Business License: Consultant shall obtain and maintain throughout the Service a City Business License.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Redlands 2. Contract DBE Goal: 8.9%
 3. Project Description: HSIP Cycle 6 - Orange Street & Pioneer Ave Traffic Signal Project
 4. Project Location: Redlands, CA
 5. Consultant's Name: KOA Corporation 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Surveying Services	38072	RMD Surveying 7861 Peralta Road Rancho Cucamonga, CA 91730	10.41%
Local Agency to Complete this Section 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		11. TOTAL CLAIMED DBE PARTICIPATION	10.41 %
20. Local Agency Representative's Signature _____ 21. Date _____ 22. Local Agency Representative's Name _____ 23. Phone _____ 24. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required  12. Preparer's Signature _____ 13. Date <u>10-28-15</u> 14. Preparer's Name <u>Chuck Stephan</u> 15. Phone <u>(909) 890-9693</u> 16. Preparer's Title <u>Vice President/PIC</u>	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Redlands 2. Contract DBE Goal: 8.9%
 3. Project Description: HSIP Cycle 6 - Orange Street & Pioneer Ave Traffic Signal Project
 4. Project Location: Redlands, CA
 5. Consultant's Name: KOA Corporation 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: 23,544,62
 8. Total Dollar Amount for ALL Subconsultants: \$7,070 9. Total Number of ALL Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Surveying Services	38072	RMD Surveying 7861 Peralta Road Rancho Cucamonga, CA 91730	\$2450
Environmental Services	N/A	ECORP Consulting, Inc. 215 N. Fifth Street Redlands, CA 92374	\$4620
		0	
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____		14. TOTAL CLAIMED DBE PARTICIPATION	0.0% \$2450
21. Federal-Aid Project Number: _____			10.41 %
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is rec	
23. Local Agency Representative's Signature	24. Date	15. Preparer's Signature	16. Date
25. Local Agency Representative's Name	26. Phone	Chuck Stephan	10-28-15
27. Local Agency Representative's Title		17. Preparer's Name	(909) 890-9693
		Vice President	18. Phone
		19. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.