



City of Manhattan Beach

Finance Department

General Services Division

Phone: (310) 802-5568

FAX: (310) 802-5590

TDD: (310) 546-3501

REQUEST FOR PROPOSAL

BID NUMBER: 810-10
BID TITLE: TRAFFIC ENGINEERING SERVICES
REQUESTING DEPARTMENT: COMMUNITY DEVELOPMENT
RELEASE DATE: May 14, 2010
DUE DATE: June 4, 2010 @ 3:00 P.M. PST
CONTACT PERSON: Gwen Eng at (310) 802-5567
E-mail: geng@citymb.info

Notice is hereby given that the Office of the City Clerk of the City of Manhattan Beach will receive proposals for Traffic Engineering Services. Each proposal must be submitted in a sealed envelope and clearly marked:

“RFP # 810-10 Traffic Engineering Services”

Failure to identify the proposal on the envelope may result in disqualification of the proposal.

Sealed proposals must be submitted to the office of the City Clerk at 1400 Highland Avenue, Manhattan Beach, CA 90266. **Proposals will be received until 3:00 PM PST, Friday, June 4, 2010.**

Proposals will not be opened at that time, but will be submitted to the General Services Manager for verification and compliance with Specifications and subsequent recommendation to City Council for award of a contract or rejection of the responses, as deemed appropriate. The City reserves the right to make no award.

Proposals received after the deadline will be considered late. Such proposals may be returned unopened. Fax proposals are not acceptable.

Any inquiries relative to this RFP should be directed to Gwen Eng, General Services Manager, geng@citymb.info, by no later than 3:00 PM, Monday May 24, 2010.

Dated: This 14th Day of May, 2010

Gwen Eng

Gwen Eng
General Services Manager

Instructions to Bidders/Definitions

The following meanings are attached to the following defined words when used in these specifications and the contract: The word "City" means the City of Manhattan Beach, California. The word "Bidder" "Vendor," Supplier," or "Contractor" means the person, firm, or corporation submitting a bid on these specifications or any part thereof.

Filing Date

All bids must be received at or before the time indicated above. Copies of all forms, specifications, and exhibits are available from the office of the Purchasing Agent for the City of Manhattan Beach (310) 802-5569.

Reservations

The City Council reserves the right to reject any and all bids received; to take all bids under advisement for up to 90 days after opening; to waive any informality on any bid; and to be the sole judges of the relative merits of the material mentioned in the respective bids received. The Council also reserves the right to reject any item(s), award more than one contract for each of the items, and reject bids that are not accompanied by the requested information.

Bid Form

- The Bid must be submitted, **one original and four copies**, enclosed in an envelope, and marked "RFP #810-10 – Traffic Engineering Services", showing the bid number and addressed to the City Clerk, City Hall, Manhattan Beach, California.
- **No telephone or facsimile bids will be accepted.**
- If the bid is made by an individual, it must be signed by the full name of the Bidder and include the Bidder's complete address. If it is made by a firm, it must be signed with the co-partnership name by a member of the firm, and the name and full address of each member must be given. If it is made by a corporation, it must be signed by the proper officer in the corporate name, and the corporate seal must be attached to such signature.
- Bids are subject to acceptance by the City for a period of 90 days, unless a different period is prescribed in the Bid by the bidder.
- Bidders are invited to attend the bid opening at the date and time stated above.
- Bid results are available by calling the office of the Purchasing Agent at (310) 802-5569.

Electronic Format

Vendor to supply a copy of the bid response on CD in searchable PDF format as a single document (optimized and compressed).

The Contract

The Bidder to whom the award is made will be required to enter into a written contract with the City. The contract may be in the form of a purchase order. A copy of the Notice Inviting Bids, the vendor Bid, and the contract specifications may be attached to, and will form a part of the contract. All materials, supplies, equipment, and services supplied by the vendor shall conform to the applicable requirements of State and Federal Laws covering Labor and Wages, as well as conforming to the specifications herein. In case of default by the vendor, the City reserves the right to procure the articles from other sources and to hold the vendor responsible for any excess costs incurred by the City.

Patent Rights

The vendor agrees to save, keep, bear harmless, and fully indemnify the City, its officers, or agents, from all damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights or any person or persons in consequence of the use by the City, or any of their officers and agents, or articles supplies under any resulting contract, and of which the vendor is not the patentee or assignee, or which the vendor is not lawfully entitled to sell.

Taxes

The City of Manhattan Beach is exempt from paying Federal Excise Taxes. These taxes are not to be included.

Delivery

All deliveries of such items to be furnished must be made to job sites or City warehouse within the boundaries of the City of Manhattan Beach. Where a specific delivery schedule is required, proximity to that schedule will be a consideration.

Payments

Complete payment on the contract will be made in approximately 30 days from the complete delivery and acceptance of the merchandise or service, unless alternate terms are proposed and accepted by the City. **The City may consider prompt payment discounts when calculating the lowest bid if the end result benefits the City.**

Errors/Omissions

The vendor shall not be allowed to take advantage of any errors and/or omissions in these specifications or in the vendor's specifications submitted with the Bid. Full instructions will be given if such errors/omissions are discovered, and vendor agrees to abide by said instructions.

Insurance

The following items checked are required of the successful bidder only:

- X Insurance Endorsement Form #1 (attachment "A") in the amount of \$1,000,000 with certificate of insurance.
- X Insurance Endorsement Form #2 (attachment "B") in the amount of \$1,000,000 with certificate of insurance.
- Insurance Endorsement Form #3 (attachment "C") in the amount of \$_____ with certificate of insurance.
- X Proof of Workers' Compensation Insurance.
- X City of Manhattan Beach Indemnification & Hold Harmless Agreement (attachment "D") (this is to be signed by an authorized official of the bidding company or firm - not by the insurance carrier).

Please note that Insurance Endorsement Forms 1, 2 & 3 require the signature of an authorized representative of your insurance carrier. Please review the forms requested with your insurance carrier prior to bidding the job to verify your ability to comply. Please contact the Purchasing Agent if there are any questions or problems.

Force Majeure

The vendor will be excused from the performance of the contract, in whole or in part, only by reason of the following causes:

- a) When such performance is prevented by operation of law.
- b) When such performance is prevented by an irresistible superhuman cause.
- c) When such performance is prevented by an act of the public enemies of the United States of America, or the State of California, or by strike, mob violence, fire, delay in transportation beyond the control of the vendor, or unavoidable casualty.
- d) When such performance is prevented by the inability of the vendor to secure necessary materials, supplies, or equipment by reason of:
 - 1) Appropriation of use thereof by the Federal Government or,
 - 2) Regulations imposed by the Federal Government.

No other Force Majeure clauses or conditions may be inserted in this bid and any changes in the conditions stated herein will cause the bid to be rejected.

Default

If the vendor fails in any manner to fully perform and carry out each and all of the terms, covenants, and conditions of the award, then the vendor is in default of the contract. The vendor shall be notified in writing of the default status, and will be given a time frame in which to comply. If the vendor fails to comply within the time frame given, the city, at its option, may terminate or cancel the contract, and at the expense of the contractor, complete the contract with an alternate contractor. Such termination shall not affect or terminate any of the rights of the City against the vendor, or which may thereafter accrue because of such default. The foregoing provision shall be in addition to all other rights and remedies available to the city under law. The waiver of a breach of any term, covenant, or a condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Business License

The successful contractor (X) will () will not be required to procure a City of Manhattan Beach Business License prior to commencing work. Call Business Licensing at (310) 802-5557 for rate information or to apply for a license. Failure to obtain or maintain a valid City Business License may result in Agreement termination.

Contract Extension to Other Cities/Agencies

Other Cities/Agencies may be interested in purchasing against an awarded contract, subject to the same price, terms and conditions offered to the City of Manhattan Beach, and by mutual agreement by the City and the vendor. The City does not warrant any additional use of the contract by such agencies. All requirements of the specifications, purchase orders, invoices and payments with other agencies will be directly handled by the successful Bidder and the piggybacking agency.

Debarment Policy for Grant Funded Purchases

Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the City if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the City harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

- 1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its Principals [as defined at 49 C.F.R. section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid.

The undersigned has checked carefully the entire Request for Proposal (RFP) #810-10 – Traffic Engineering Services. By signing this document, I attest that I am authorized to contractually bind the company listed, and will meet the Proposal requirements if awarded a contract.

Dated this _____ day of _____

Name Printed: _____

Signature: _____

Title: _____

Company Name: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____

City of Manhattan Beach
Request for Proposal #810-10
Traffic Engineering Services



Proposals Due
June 4, 2010 – 3:00 PM
City Clerk's Office

**City of Manhattan Beach
Request for Proposal #810-10
Traffic Engineering Services**

Introduction

The City of Manhattan Beach is soliciting proposals from qualified traffic engineering firms to provide professional traffic engineering services. The requested services will require one person acting in the capacity of City Traffic Engineer for approximately eight to ten hours per week and work on-site every Tuesday. The term of the agreement will commence on September 6, 2010 and terminate on September 5, 2013. If it is mutually agreeable to the Contractor and the City, the term of the Agreement may be extended for two (2) additional one (1) year increments, not to exceed a total contract period of five (5) years.

The individual proposed for this position must be a registered Traffic Engineer in the State of California, and have at least seven years of municipal traffic engineering services. The Traffic Engineer must have a thorough knowledge and proficiency in current Caltrans standards and procedures, traffic engineering modeling and methodologies, County of Los Angeles traffic standards and methodologies and the State of California Vehicle Code.

Background

The City of Manhattan Beach is located within the southwestern coastal portion of Los Angeles County in what is commonly referred to locally as the "South Bay" area. The City is bounded on the north by El Segundo, on the east and south by Redondo Beach, on the south by Hermosa Beach, and on the west by the Pacific Ocean. The City is a beach community with approximately 2.1 miles of beachfront. The City has a total land area of 1,788 acres (3.88 square miles). The city is generally bound by Rosecrans Avenue on the north, Aviation Boulevard on the east, Artesia Boulevard on the south and the Pacific Ocean on the west. Sepulveda Boulevard (State Highway 1) runs north-south through the middle of the City.

The City Traffic Engineer is an integral part of the Community Development Department's Traffic Engineering and Right of Way Division. The Division's goal is to provide effective management of traffic and land use-related activities involving public property in order to enhance and maintain quality of life in the community. The Division is responsible for traffic and parking related services and other traffic engineering services. The City Traffic Engineer provides technical analysis for traffic safety and parking issues, assists reviewing requests and concerns from residents and property/business owners, conducts traffic and parking studies, coordinates the City's Traffic Committee, and implements traffic control measures. The City Traffic Engineer reports directly to the Community Development Department's Management Analyst.

City of Manhattan Beach Responsibilities

The City will provide the Contractor a workstation in the Community Development Department at City Hall located at 1400 Highland Avenue, Manhattan Beach, CA 90266. The workstation will consist of a desk, computer, phone and access to a printer, scanner, fax, and copy machine.

The City will make all record documents (maps, plans, ordinances, resolutions, studies, etc.) available to the Contractor. City staff will provide guidance and limited assistance necessary to research information required for the Traffic Engineer responsibilities.

Traffic Engineering Scope of Services & Task Descriptions

Contractor agrees to provide one qualified individual to be designated as Manhattan Beach's City Traffic Engineer, to perform the functions and provide services including, but not limited to, the following:

1. Maintain regularly scheduled office hours at the City for approximately eight to ten hours per week. Additional hours may be requested on an as-needed basis.
2. Attend City Council, Planning Commission, and Parking and Public Improvements Commission meetings, and other special meetings, on an as-needed basis.
3. Prepare staff reports, presentations, memos, and other materials and information for use at various public meetings, as requested.
4. Make presentations at City Council Meetings, Parking and Public Improvements Commission Meetings, and other meetings, as requested.
5. Service and represent the City as the City Traffic Engineer interfacing with the public, staff, and other governmental agencies to address any and all matters relating to traffic plans within and/or affecting the City.
6. Respond to citizen requests, questions, suggestions, complaints and concerns, as requested.
7. Review and prepare service requests for traffic control measures such as red curbs, stop signs, loading zones, restrictive parking signs, and others, as requested.
8. Conduct studies to identify and resolve issues related to traffic and pedestrian safety in areas surrounding schools, and other areas designated in the Neighborhood Traffic Management Plan, as determined by the City Council.
9. Conduct studies regarding various traffic, pedestrian, bike way, and any other traffic related issues as part of the City Council Work Plan.
10. Assist staff in the preparation and response for grant funding applications, as requested.
11. Assist staff in the development of parking and traffic policies, regulations, ordinances, and resolutions in relation to traffic issues and standards.
12. Prepare traffic warrants and conduct speed surveys, as requested.
13. Review development proposals and conduct studies as appropriate to ensure consistency with City, County and State codes, standards, regulations, ordinances, policies and statutes.
14. Assist in the preparation of the "Conditions of Approval" for proposed development projects, as needed.
15. Evaluate and provide recommendations regarding the developer proposed mitigation measures for development projects, as requested.
16. Perform the duties of staff liaison to Caltrans and Los Angeles County Department of Public Works for street and lighting maintenance issues, as requested.
17. Prepare annual update for the Highway Performance Monitoring System (HPMS), as requested.
18. Assist Public Works Department in reviewing traffic signal timing plans, traffic striping plans, and construction area traffic control plans, as requested.
19. Review parking plans for parking lots and circulation issues, and provide analysis for new and existing development, as requested.
20. Review Use Permits and provide comments, as requested by the Planning Department and Planning Commission.
21. Review Congestion Management Plan (CMP), as requested.
22. Prepare parking studies, traffic counts, parking counts, and other traffic-related assignments, as requested.
23. Assist the Finance Department with the implementation of the new technology parking meters, as requested.
24. Assist the Police Department with traffic plans for special projects and events, DUI checkpoint layouts, safe traffic routes during special events, and other activities, as requested.
25. Assist the Police Department Traffic Bureau with truck route concerns, enhanced safety programs for school routes and bike safety and traffic education, as requested.
26. Assist the Police Department on special neighborhood safety projects concerning speeding, stop signs, and sign violations, as requested.
27. Assist the Police Department in producing a new safety plan, as requested.
28. Provide monthly invoices with specific projects and/or activity accounting of hours billed including costs advanced by the consultant, and any other information, as requested.

Technical and Fee Proposal Information

The contents of the proposal shall be submitted in the order as specified below. The proposal shall include, at a minimum, the following information listed below in the same order as requested, and shall not exceed 10 double-sided pages.

1. **Understanding Scope of Services** – Please describe your understanding of the scope of services to be performed.
2. **Methodology and Work Plan** – Please provide a brief description of the proposed work program and techniques to complete the scope of services. The work program should demonstrate your firm's ability to conduct these services in a professional, timely, and efficient manner.
3. **Experience and Qualification of Firm** – Please provide a description of firm qualifications and relevant experience.
4. **Traffic Engineer Qualifications and Experience** – Please provide a resume including qualifications and relevant experience of the individual being proposed for the City Traffic Engineer position. Experience under different companies can be included, however, please provide each company name with contact name and phone number. In addition, provide all current engagements and availability.
5. **Other Personnel** – Specific project/task order work may be requested occasionally which will require the utilization of other personnel within your firm. Include a resume for each individual that may be proposed for project/task order work. Also identify and provide a resume for the person responsible for the contract if that person is someone other than the proposed City Traffic Engineer.
6. **References** – Please provide a list of references where similar work of similar size and nature is currently in process or recently completed. Include name of firm, telephone, and name of contact person. These references will be checked and may affect the award of the contract. The City of Manhattan Beach reserves the right to contact any of the organizations or individuals listed or any others that may stem from the inquiry.
7. **Contract Exceptions** – Provide any proposed exceptions, additions, and/or deletions to the City's request for proposal and/or Professional Services Agreement. Proposed exceptions will be considered on a case by case basis, but there is no guarantee that proposed exceptions will be accepted by the City.
8. **Fee Proposal** – The consultant shall provide a fee schedule for proposed services. The fee schedule shall include the hourly rate for each personnel category, and any other additional charges to complete the services required of this contract. The City will use the fee proposal in the selection process and reserves the right to negotiate the final fee with the consultant.

Schedule

The tentative schedule for this procurement is as follows:

ACTION	DATE
Availability of Request for Proposal	May 14, 2010
Last Day to Submit Questions	May 24, 2010
Request for Proposal Submission Deadline	June 4, 2010
Staff Review of Proposals	June 7 – 11, 2010
City Negotiations with Top Ranked Contractor(s)	June 14-18, 2010
Contractor Selection	June 28 – July 2, 2010
Recommendation to City Council	July 20, 2010

**Dates are subject to change at City's discretion*

Proposal Evaluation

Selection of Contractor for interview with the City will be based in the contents of the written proposal. The proposal will be evaluated and ranked by a committee of selected City staff. The proposal will be rated according to the following selection criteria (in no particular order):

1. Demonstrated understanding of City and scope of services
2. Firm's qualifications and experience
3. Qualifications and experience of proposed Traffic Engineer
4. Other personnel
5. Reference checks
6. Availability of proposed Traffic Engineer
7. Fee proposal
8. Ability to meet insurance requirements
9. Interviews

Evaluation and Selection Process

Upon completion of the Contractor evaluation process, a short list will be established and the City will enter into negotiation with the top ranked Contractor for the desired consulting services. Compensation for the subject services will be negotiated based on what is fair and reasonable to the City. Should City staff and the top-ranked Contractor be unable to reach an agreement, negotiations with that firm will be terminated and negotiations will commence with the next ranked firms in order of their evaluation ranking until an agreement is reached and a firm is selected.

Proposal Requirements

Proposals shall specify each item as set forth in this Request for Proposal (RFP). Failure to comply with all requirements and conditions set forth by these specifications and RFP instructions will be the cause for the rejection of the proposal(s). No exceptions or deviations from these specifications will be considered unless each exception or deviation is specifically identified with a detailed statement fully defining the exception(s). All exception(s) must be fully supported by detailed specification regarding the deviated item and shall accompany the proposal for evaluation by the City. If no exceptions are identified, the Proposer shall be required to furnish the service exactly as specified herein. The burden of proof of compliance with these specifications is the responsibility of the Proposer. Acceptance or rejection of the changes is the sole prerogative of the City. The City reserves the right to reject any and all proposals or to make no award.

Bidder Must Make Thorough Investigation

It is the bidder's responsibility to examine the location of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Proposers shall have no claim against the City based upon ignorance of the nature and requirements of the project, misapprehension of the site conditions, or misunderstanding of the specifications or contract provisions.

Acceptance of Conditions

By submitting a bid proposal, each bidder expressly agrees to and accepts the following conditions.

- a. All parts of the Instructions to Bidders and Specifications will become part of the contract between the selected bidder and the City.
- b. The City may require whatever evidence is deemed necessary relative to the bidder's financial stability and ability to perform this project.

- c. The City reserves the right to request further information from the bidder, either in writing or orally, to establish any stated qualifications.
- d. The City reserves the right to solely judge the bidder's representations, and to solely determine whether the bidder is qualified to undertake the project pursuant to the criteria set forth herein. The bidder, by submitting a bid or proposal, expressly acknowledges and agrees that the judgment of the City as to whether or not the bidder is qualified to perform the project shall be final, binding, and conclusive.

General Conditions

The City will not reimburse respondents to this RFP for any costs incurred in the preparation and submittal of the proposals. Further, the request does not obligate the City of Manhattan Beach to accept or contract for any expressed or implied services. The City reserves the right to:

- Request any firm/person submitting a proposal to clarify its proposals during the selection phase;
- Negotiate the project schedule and reasonable costs with the selected vendor;
- Modify or alter any requirements herein, and;
- Identify additional tasks to be accomplished prior to establishing a formal contractual agreement.

Pricing

Prices shall remain firm for the initial 12 month period of the contract. Prices may be adjusted annually on the anniversary date of the contract by an amount not to exceed the Consumer Price Index (CPI) for the prior 12-month period for the Los Angeles County area with a cap of 3%. Prices shall then remain firm for the following 12 month period.

Contractor shall notify the City of any increase in writing thirty days prior to the anniversary date. All price increases must be justified with evidence of the increased costs borne by the Contractor. Any requests for increases must be received 30 days prior to the anniversary date otherwise no increase will be allowed for that year.

Contract Termination

The City of Manhattan Beach may terminate without cause at any time upon thirty (30) calendar days advance written notice, delivered as certified mail by the United States Postal Service. The Contractor may cancel the contract upon 120 days written notice.

Licenses

Contractor shall be responsible for all licenses and permits required to perform this work in accordance with Federal, State and local requirements and shall be responsible for all fees resulting there from.

Payment and Invoicing

Contractor shall submit a monthly invoice in duplicate to the City of Manhattan Beach, 1400 Highland Ave., Manhattan Beach, CA 90266. Invoice shall be submitted on standard company forms and shall state (1) invoice number, (2) invoice date, (3) invoice period, (4) a brief description of work including location, (5) the purchase order number, (6) total amount requested, and (7) contractors tax ID number. Payment will be made after approval of the invoices by Contract Administrator, subject to the routine processing requirements of the City.

Insurance Requirement

The Contractor shall, at its own expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultants, its agent, representatives, employees, or subcontractors. Contractor shall also require all of its subcontractors assigned to the project to procure and maintain the same insurance requirement for the duration of the Agreement.

Specific insurance requirements are outlined in the Sample Professional Services Agreement attached as Exhibit A.

Professional Services Agreement

No agreement shall be binding upon the City until a Professional Services Agreement is completely executed by the Contractor, City Council, and approved by the City Attorney. Failure to execute and return the contact agreement and acceptable insurance documentations in a timely manner may be just cause for the City to rescind the contact offer. A copy of a Sample Professional Services Agreement is attached as Exhibit A.

Conflict of Interest

It shall be the duty of the Contractor to comply with all applicable and State and federal laws relating to the prohibited conflicts of interest. As part of its response to the RFP, the Contractor shall disclose in writing any financial, business, employment or other relationships with the City or with any of its officers, employees, or agents that are or were in existence during the twelve (12) calendar months immediately proceeding, and including, the date the Contractor's response to the RFP is filed. In addition, the Contractor shall disclose in writing, any financial, business, employment or other relationships with any contractor or engineer who may have a financial interest in securing design and/or construction contacts for the project. The Contractor shall have a continuing obligation to keep the foregoing disclosures current and up-to-date during the term of the contract, and the Contractor's failure to timely disclose the existence of such a relationship shall be grounds for immediate termination of the contract.

**City of Manhattan Beach
Request for Proposal #810-10
Traffic Engineering Services**

References

Proposer shall submit references where similar work of similar size and nature is currently in process or recently completed. Include name of firm, telephone, and name of contact person. These references will be checked and may affect the award of the contract. The City of Manhattan Beach reserves the right to contact any of the organizations or individuals listed or any others that may stem from the inquiry.

1. Firm _____

Address _____

City _____ State _____ Zip _____

Contact _____ Email _____

Telephone _____

Project _____

Subcontractors _____

Start Date _____ Completion Date _____ Approximate Cost: _____

2. Firm _____

Address _____

City _____ State _____ Zip _____

Contact _____ Email _____

Telephone _____

Project _____

Subcontractors _____

Start Date _____ Completion Date _____ Approximate Cost: _____

3. Firm _____

Address _____

City _____ State _____ Zip _____

Contact _____ Email _____

Telephone _____

Project _____

Subcontractors _____

Start Date _____ Completion Date _____ Approximate Cost: _____

EXHIBIT A

SAMPLE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2010, by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and _____, a CALIFORNIA Corporation, ("CONTRACTOR").

RECITALS

The following recitals are a substantive part of this Agreement:

1. City is desirous of obtaining the services of a qualified, experienced traffic engineer;
2. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish these services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall commence on September 6, 2010 and terminate on September 5, 2013, unless earlier terminated as provided below.

1.1 **Termination.** CITY and CONTRACTOR shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice. Upon receipt of a termination notice, CONTRACTOR shall:

- (1) promptly discontinue all services affected (unless the notice directs otherwise); and
- (2) promptly deliver all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in performing the Agreement to CITY, whether completed or in progress. CONTRACTOR shall be entitled to reasonable compensation for the services it performs up to the date of termination.

1.2 **Extension of Term.** The parties hereto may by mutual written agreement extend the term of this Agreement by up to one two years in one year increments.

2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of the following:

CONTRACTOR shall serve as the City Traffic Engineer providing an average of ten (10) hours of services per week, said hours to generally coincide with the normal working hours of City employees.

3. **Compensation.** CONTRACTOR shall be compensated as follows:

3.1 **Amount.** Compensation under this Agreement shall be as follows:

For the period beginning September 6, 2010 and ending September 5, 2013, compensation shall not exceed _____ per hour.

3.2 **Payment.** For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, written authorization by CITY will be required.

3.3 **Expenses.** CONTRACTOR shall not be entitled to any additional compensation for expenses.

4. **Professional Standards.** CONTRACTOR shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice, and materials furnished under this Agreement.

5. **Time of Performance.** CONTRACTOR shall complete all services required hereunder as and when directed by CITY. However, CITY in its sole discretion may extend the time for performance of any service.

6. **Employees and Subcontractors.** CONTRACTOR may, at CONTRACTOR'S sole cost and expense, employ such other person(s) as may, in the opinion of CONTRACTOR, be needed to comply with the terms of this Agreement, if such person(s) possess(es) the necessary qualifications to perform such services. If such person(s) is/are employed to perform a portion of the scope of work, the engagement of such person(s) shall be subject to the prior approval of the CITY.

7. **Insurance Requirements.**

7.1 **Commencement of Work.** CONTRACTOR shall not commence work under this Agreement until it has obtained CITY approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, CONTRACTOR must have and maintain in place, all of the insurance coverages required in this Section 7. CONTRACTOR'S insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section 7 and CONTRACTOR shall be responsible to obtain evidence of insurance from each subcontractor and provide it to CITY before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A-:VII unless otherwise approved by CITY.

7.2 **Coverages, Limits and Policy Requirements.** CONTRACTOR shall maintain the types of coverages and limits indicated below:

(1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85,

with no special limitations affecting CITY. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) aggregate. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, ten (10) days notice if cancellation is due. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

(2) **COMMERCIAL AUTO LIABILITY INSURANCE** - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the CITY. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000) per accident. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, ten (10) days notice if cancellation is due. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 2 (Auto) must be executed by the applicable insurance underwriters.

(3) **WORKERS' COMPENSATION INSURANCE** - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars (\$1,000,000) per claim. The policy shall contain, or be endorsed to include, a waiver of subrogation in favor of CITY.

(4). **PROFESSIONAL ERRORS & OMISSIONS** - a policy with minimum limits of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) annual aggregate. This policy shall be issued by an insurance company which is qualified to do business in the State of California and contain a clause that the policy may not be canceled until thirty (30) days written notice of cancellation is mailed to CITY, ten (10) days notice if cancellation is due to nonpayment of premium.

7.3 Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit CONTRACTOR'S liability hereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto. CITY shall notify CONTRACTOR in writing of

changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable insurance policies with CITY incorporating such changes within sixty (60) days of receipt of such notice, CONTRACTOR shall be deemed in default hereunder.

Any deductibles or self-insured retentions must be declared to and approved by CITY. Except for Professional Liability Insurance, any deductible exceeding an amount acceptable to CITY shall be subject to the following changes:

- (1) either the insurer shall eliminate, or reduce, such deductibles or self-insured retentions with respect to CITY and its officials, employees and agents (with additional premium, if any, to be paid by CONTRACTOR) ; or
- (2) CONTRACTOR shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration, and defense expenses.

CONTRACTOR's Professional Liability Policy may include a deductible up to \$200,000.

7.4 Verification of Compliance. CONTRACTOR shall furnish CITY with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, CONTRACTOR shall deliver to CITY a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to CITY.

8. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

10. **Independent Contractor.** It is agreed that CONTRACTOR shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

11. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

12. **Ownership of Work Product.** All documents or other information created, developed or received by CONTRACTOR shall, for purposes of copyright law, be deemed works made for hire for CITY by CONTRACTOR as CITY'S employee(s) for hire and shall be the sole property of CITY. CONTRACTOR shall provide CITY with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement. CITY's reuse of such materials on a project other than the project which is the subject of this agreement shall be at the CITY's sole risk.

13. **Conflict of Interest and Reporting**. CONTRACTOR shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement.

14. **Notices**. All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

a. Address of CONTRACTOR is as follows:

b. Address of CITY is as follows:

City of Manhattan Beach
1400 Highland Ave
Manhattan Beach, CA 90266

(with a copy to):

City Attorney
City of Manhattan Beach
1400 Highland Ave
Manhattan Beach, CA 90266

15. **Contractor's Proposal**. This Agreement shall include CONTRACTOR'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. **Licenses, Permits, and Fees**. CONTRACTOR shall obtain a Manhattan Beach Business License, all permits, and licenses as may be required by this Agreement.

17. **Familiarity with Work**. By executing this Agreement, CONTRACTOR warrants that:

- (1) it has investigated the work to be performed;
- (2) it has investigated the site of the work and is aware of all conditions there; and
- (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONTRACTOR discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONTRACTOR's risk, until written instructions are received from CITY.

18. **Time of Essence**. Time is of the essence in the performance of this Agreement.

19. **Limitations Upon Subcontracting and Assignment**. Neither this Agreement, or any portion, shall be assigned by CONTRACTOR without prior written consent of CITY.

20. **Key Person**. During the term of this Agreement CONTRACTOR shall provide the services of _____.

21. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

22. **Indemnification.** To the extent resulting from CONTRACTOR's negligent acts, errors or omissions or other wrongful conduct, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of, or in any way connected with and to the extent of the negligence, recklessness or willful misconduct in the performance of, the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractor(s) hired by CONTRACTOR. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

23. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any other agreements, oral or written. No promises, other than those included in this Agreement, shall be valid. This Agreement may be modified only by a written agreement executed by CITY and CONTRACTOR.

24. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

25. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.

26. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

27. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, shall not be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement are to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

27. **Attorneys' Fees.** In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorneys' fees and court costs from the opposing party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

CONTRACTOR

By

CITY OF MANHATTAN BEACH

By

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Insurance Endorsement Forms

Do Not Submit With Proposal

**Only the Successful Bidder and Subcontractors Will Be
Required To Complete These Forms**

**CITY OF MANHATTAN BEACH
1400 HIGHLAND AVENUE
MANHATTAN BEACH, CA 90266
(310) 802-5000**

**INSURANCE ENDORSEMENT FORM #1
(GENERAL)
Attachment "A"**

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. **Additional Insured.** With respect to such insurance as is afforded by this policy, the City of Manhattan Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions shall be named as additional insured. This additional insured coverage only applies with respect to liability of the named insured or other parties acting on their behalf arising out of the activities of the undertaking specified in paragraph No. 5 below (Indemnification Clause).
2. **Cross Liability Clause.** The insurance afforded - applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.
3. **Occurrence Based Policy.** This policy shall be an "occurrence based policy."
4. **Primary Insurance.** For the risks covered by this endorsement this insurance shall provide primary insurance to the City to the exclusion of any other insurance or self-insurance program the City may carry with respect to claims and injuries arising out of activities of the Contractor or otherwise insured hereunder.
5. **Indemnification Clause.** The underwriters acknowledge that the named insured shall indemnify and save harmless the City of Manhattan Beach against any and all claims resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and dates(s) or event to include set-up and cleanup dates):
6. **Investigation and Defense Costs.** Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters, and other reasonable costs of investigation and defense.
7. **Reporting Provisions.** Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City.
8. **Cancellation.** This policy shall not be canceled except by written notice to the Risk Manager at: City of Manhattan Beach, 1400 Highland Avenue, Manhattan Beach, CA. 90266, at least thirty (30) days prior to the date of such cancellation.
9. **Limits of Liability.** This policy shall provide minimum limits of liability of \$ 1,000,000 , combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured.
10. **Comprehensive Coverage.** This policy shall afford coverage at least as broad as Commercial General Liability "Occurrences" Form CG0001 and shall include the following:

- A. General Liability
 - (1) Comprehensive Form

- (2) Premises/Operations
- (3) Independent Contractors Liability
- (4) Broad Form Property Damage
- (5) Personal Injury
- (6) Products, Completed Operations
- (7) Contractual
- (8) Explosions, collapse, or underground property damage.

NOTE: If this is a Homeowner's Policy in lieu of Commercial General Liability, it shall afford coverage at least as broad as Homeowners ISO Form HO II (Ed 9-70) California and shall include comprehensive personal liability.

This policy shall provide the dollar limit specified in paragraph 9 with the following additional coverage where boxes below are checked:

- _____ 11. Host Liquor Liability
- _____ 12. Liquor Law Liability
- _____ 13. Other _____

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability elsewhere in the policy.

This endorsement is effective _____ at 12:01 a.m. and forms a part of Policy No. _____.

Name Insured _____

Name of Insurance Company _____

I, _____ (print/type name) warrant that I have authority to bind the above listed insurance company, and by my signature hereon do so bind this company.

By _____
Signature of Authorized Representative

Approved _____
City Risk Manager Date

**CITY OF MANHATTAN BEACH
1400 HIGHLAND AVENUE
MANHATTAN BEACH, CA 90266
(310) 802-5000**

**INSURANCE ENDORSEMENT FORM #2
(AUTO)
Attachment "B"**

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. **Additional Insured.** With respect to such insurance as is afforded by this policy, the City of Manhattan Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions shall be named as additional insured. This additional insured coverage only applies with respect to liability of the named insured or other parties acting on their behalf arising out of the activities of the undertaking specified in paragraph No. 5 below (Indemnification Clause).
2. **Cross Liability Clause.** The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.
3. **Occurrence Based Policy.** This policy shall be an "occurrence based policy."
4. **Primary Insurance.** For the risks covered by this endorsement this insurance shall provide primary insurance to the City to the exclusion of any other insurance or self-insurance program the City may carry with respect to claims and injuries arising out of activities of the Contractor or otherwise insured hereunder.

Indemnification Clause. The underwriters acknowledge that the named insured shall indemnify and save harmless the City of Manhattan Beach against any and all claims resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and dates(s) of event to include set-up and cleanup dates):

5. **Investigation and Defense Costs.** Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters, and other reasonable costs of investigation and defense.
6. **Reporting Provisions.** Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City.
7. **Cancellation.** This policy shall not be canceled except by written notice to the Risk Manager at: City of Manhattan Beach, 1400 Highland Avenue, Manhattan Beach, CA 90266, at least thirty (30) days prior to the date of such cancellation.
8. **Limits of Liability.** This policy shall provide minimum limits of liability of \$ 1,000,000, combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured.
9. **Scope of Coverage.** This policy shall afford coverage at least as broad as Insurance Services Office Form No. CA0001 (Ed 1/78), Cod 1 ("any auto") and shall include the following:

A. Auto Liability

- (1) Any auto
- (2) All owned autos (Private Passengers)

- (3) All owned autos (other than Private Passengers)
- (4) Hired autos
- (5) Non-owned autos (for business purposes)
- (6) Other _____

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability elsewhere in the policy.

This endorsement is effective _____ at 12:01 a.m. and forms a part of Policy No. _____.

Named Insured _____

Name of Insurance Company _____

I, _____ (print/type name), warrant that I have authority to bind the above listed insurance company, and by my signature hereon do so bind this company.

By _____
Signature of Authorized Representative

Approved _____
City Risk Manager Date

**CITY OF MANHATTAN BEACH
1400 HIGHLAND AVENUE
MANHATTAN BEACH, CA 90266
(310) 802-5000**

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
Attachment "D"**

This agreement is issued in consideration of the City approval of the sponsor's application. The named insured must still provide a Certificate of Insurance, naming the City as an additional insured and meet the City's required minimum limits of insurance. An additional insured endorsement shall also be provided and signed by the insurance carrier.

The named insured agrees to the following:

1. **Indemnification Clause.** The named insured shall indemnify and save harmless the City of Manhattan Beach including its elected officials, officers agents and employees against any and all claims, liability, judgments, costs or expense resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and date(s) of event to include set-up and clean-up dates):
2. **Investigation and Defense Costs.** Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters and other reasonable costs of investigation and defense.

This agreement is effective _____ at 12:01 a.m.

Named Insured _____

I, _____(print/type name), warrant that I have authority to bind the above listed sponsor and by my signature hereon do so bind this sponsor.

By _____
Signature of Authorized Representative

Approved _____
City Risk Manager Date