



**REQUEST FOR PROPOSALS  
TO PROVIDE PROFESSIONAL CITY ENGINEERING SERVICES  
CITY OF HAWAIIAN GARDENS, CALIFORNIA**

**Joseph Colombo, Community Development Director**

**City of Hawaiian Gardens  
21815 Pioneer Boulevard, Hawaiian Gardens, CA 90716-1237  
Phone: 562.420.2641 x244**

**RFP DATES**

REQUEST FOR PROPOSALS:	October 23, 2017
Written Question Deadline:	November 6, 2017
Mandatory Pre-Submission Meeting	None
Submittal Deadline:	November 14, 2017 @ 10:00 a.m.
Interviews (if required):	November 20, 2017
Tentative Final Selection/Negotiation:	November 27, 2017
Tentative Award Date:	December 12, 2017



# *City of Hawaiian Gardens*

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## REQUEST FOR PROPOSALS

SERVICES: Professional City Engineering Services  
ISSUED BY: Community Development Department  
RELEASE DATE: October 23, 2017  
DUE DATE: **November 14, 2017 @ 10:00 a.m.**

Notice is hereby given that the Office of the City Clerk of the City of Hawaiian Gardens will receive proposals from qualified professional engineering consultants to provide City engineering services for a variety of municipal engineering responsibilities and capital improvement projects. City projects may include funding through federal, state, or county funding sources such as Community Development Block Grant (CDBG) and the Federal Highway Administration (FHWA.) Each proposal must be submitted in a sealed envelope and clearly marked:

### **“Proposal to Provide Professional City Engineering Services”**

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

The Request For Proposals (RFP) may be obtained via email by sending a request to Ms. Brenda Becerra at [bbecerra@hgcity.org](mailto:bbecerra@hgcity.org). The RFP may also be obtained by visiting the Community Development Department, City Hall, 21815 Pioneer Boulevard, Hawaiian Gardens. Interested consultants are obliged to check the web site [www.HGCITY.org](http://www.HGCITY.org) for addendums before submitting a proposal.

Sealed proposals must be submitted to the Office of the City Clerk at 21815 Pioneer Boulevard, Hawaiian Gardens, CA 90716. **Proposals will be received until 10:00a.m. on Tuesday, November 14, 2017.** Proposals will not be opened at that time, but will be submitted to the Community Development Director for review and consideration to provide services, with final contract approval by the City Council. Proposals received after the deadline will be considered late and will not be accepted. Said proposals will be returned to the consultant unopened. Faxed or emailed proposals are not acceptable.

The designated City representative is Joseph Colombo, Community Development Director. Any inquiries and matters regarding this RFP shall be directed to Mr. Colombo at [jcolombo@hgcity.org](mailto:jcolombo@hgcity.org), no later than 4:00 p.m., November 6, 2017.

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Addendum No1: Updated November 3, 2017

# **1. INTRODUCTION AND INSTRUCTIONS**

## **1.1 INTRODUCTION**

The City of Hawaiian Gardens (City) invites qualified engineering consultants to submit written proposals to provide professional City engineering services for a variety of municipal engineering responsibilities and capital improvement projects. City projects may include funding through federal, state, or county funding sources such as Community Development Block Grant (CDBG) and the Federal Highway Administration (FHWA.)

The RFP may be obtained via email by sending a request to Ms. Brenda Becerra at [bbecerra@hgCity.org](mailto:bbecerra@hgCity.org). The RFP may also be obtained by visiting the Community Development Department, City Hall, 21815 Pioneer Boulevard, Hawaiian Gardens. Interested consultants are obliged to check the web site [www.HGCITY.org](http://www.HGCITY.org) for addendums before submitting a proposal.

## **1.2 PROPOSED TIME SCHEDULE**

Request for Proposals Issued:	October 23, 2017
Written Question Deadline:	November 6, 2017
Submittal Deadline:	November 14, 2017 @ 10:00 a.m.
Interviews (if required):	November 20, 2017
Tentative Final Selection/Negotiation:	November 27, 2017
Tentative City Council Award:	December 12, 2017

## **1.3 INSTRUCTIONS AND PROCEDURES FOR SUBMITTAL**

Three (3) printed copies and one (1) electronic version of the proposal on CD or flash drive must be submitted in a sealed envelope bearing the name of the consultant, submitted only to the following address:

Professional City Engineering Services  
City of Hawaiian Gardens  
Attn: Sue Underwood, City Clerk  
21815 Pioneer Boulevard  
Hawaiian Gardens CA 90716

Fee schedules, both printed and electronically on CD or flash drive, may be in the same envelope. Consultants are solely responsible for ensuring their submitted proposal is received by the City in accordance with the solicitation requirements, before the submittal deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic mail, facsimile or telephonic proposals or modifications will be

considered unless herein specified. Deliveries made before the submittal deadline, but to the wrong City office, will be considered non-responsive unless re-delivery is made to the office specified before the submittal deadline. All proposals shall become the property of the City. Late proposals will not be accepted and will be returned to the consultant unopened.

#### **1.4 General Conditions**

**ADDENDUMS.** Should it be necessary for the City to issue addendums to this RFP during the RFP period, the City will endeavor to notify the known interested consultants in this RFP. Any addendums will be posted at [www.HGCITY.org](http://www.HGCITY.org) as well. Consultants are obliged to check the web site for addendums before submitting a proposal. Proposals should include a notation that the consultant is aware of all of the addendums and has incorporated their provisions in their proposal.

**ADDITIONAL INFORMATION.** The City reserves the right to request additional information or clarifications from consultants where it may serve the City's best interest.

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

**AUTHORIZED SIGNATURES.** Every proposal must be signed by the person or persons legally authorized to bind the consultant to an agreement for services. Upon request of the City, any agent submitting a proposal on behalf of a consultant shall provide a current power of attorney certifying the agent's authority to bind the consultant.

If a corporation submits a proposal, the proposal shall show the name of the State under the laws of which the corporation is chartered; the name, address, and phone number of the corporation; and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute agreements on behalf of the corporation.

**AWARD OF PROPOSAL.** City reserves the right to negotiate final terms with the selected consultant, if any. Award may be made to the consultant offering the most advantageous proposal after consideration of all Evaluation Criteria.

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

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

**CONFLICT OF INTEREST.** By signing the Certification of the Proposal (Appendix 4), consultant declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this RFP or any work connected with this RFP. Should any agreement be approved in connection

with this RFP, consultant declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising there from.

**COSTS.** The City is not liable for any costs incurred by consultants before entering into a formal agreement. Costs of developing the proposal, or any other such expenses incurred by the consultant in responding to this RFP, are entirely the responsibility of the consultant, and shall not be reimbursed in any manner by the City.

**DISQUALIFICATION OF PROPOSER.** If there is reason to believe that collusion exists among the consultants, the City may refuse to consider a proposal from participants in such collusion. No person, consultants, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless an alternate proposal is called for. Reasonable grounds for believing that any consultant is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a consultant is interested. Consultants shall submit as part of their proposal the completed Non-Collusion Affidavit (Appendix 2).

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

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

The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of a formal written addendum to the RFP documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received RFP documents. All such addenda shall become a part of the RFP document. It is the responsibility of each consultant to ensure the City has their correct business name, mailing address and e-mail address on file. Any prospective consultant who obtained a set of RFP documents is responsible for advising the City that they have a set of RFP documents and wish to receive subsequent addenda.

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

**CONTACT WITH CITY OFFICIALS AND REPRESENTATIVES.** The City Representative as the contact person for all questions and matters regarding this RFP is Joseph Colombo, Community Development Director. Mr. Colombo can be reached via e-mail at [jcolombo@hqcit.org](mailto:jcolombo@hqcit.org). Consultants that contact any City official or representative other than the designated City Representative as set forth in this RFP will result in the disqualification of that proposer with no further consideration given to the proposal submitted.

**IRREGULARITIES.** City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Representative.

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

**NON-EXCLUSIVE.** Should the City make an award, the successful consultant will enter into a non-exclusive Agreement and the City reserves the right to enter into agreements with other consultants.

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

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

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

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

**PUBLIC RECORD.** All proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. Proposals should not be marked as confidential or proprietary, and City may refuse to consider a proposal so marked. It is the responsibility of each bidder to clearly identify any and all information contained within their proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public. In the event that a demand for disclosure of information designated as

"confidential and/or proprietary", by a competing consultant is made, the City will notify the proposer in writing of such demand and shall furnish a copy of the City's written response to the requestor. The proposer may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

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

**REPRESENTATIONS.** The consultant understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by the City in evaluation of the proposals. A consultant's misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the Request for Proposals.

**REQUEST FOR PROPOSALS - PART OF AGREEMENT.** Should an agreement be awarded, this RFP and Scope of Services and all conditions may become part of the agreement between the City of Hawaiian Gardens and the successful consultant.

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

**SUB-CONSULTANT INFORMATION.** If a proposal includes the use of sub-consultants, the consultant must identify specific sub-consultants and the specific requirements of this RFP for which each proposed sub-consultant would perform services. If a sub-consultant services exceeds \$25,000, the sub-consultant agreement must contain all required provisions of the prime agreement.

**SUB-CONSULTANT REFERENCES.** All proposed sub-consultants shall provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- 1 Client name
- 2 Project description
- 3 Dates (starting and ending)
- 4 Technical expertise
- 5 Staff designated for work per this RFP
- 6 Client project manager's name and telephone number

**VALIDITY.** Proposals shall be valid for a period of 90 days from the due date.

WITHDRAWAL OF PROPOSAL. Consultants' authorized representative may withdraw their proposal only by written request received by Community Development Director before the proposal submittal deadline.

## **2. PROPOSAL RESPONSE REQUIREMENTS**

Three (3) printed copies and one (1) electronic version on CD or flash drive, of the proposal must be submitted in a sealed envelope or box bearing the name of the consultant, submitted only to the following address:

Professional City Engineering Services  
City of Hawaiian Gardens  
Attn: Sue Underwood, City Clerk  
21815 Pioneer Boulevard  
Hawaiian Gardens CA 90716

It is imperative that all consultants responding to the RFP comply exactly and completely with the instructions set forth herein. The proposal must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. The proposal should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Do NOT include marketing brochures or other promotional material not connected with this RFP. **Responses should be limited to 30 pages maximum including all required forms.**

All RFP shall be submitted on standard 8.5" by 11" paper in a bound booklet. All pages should be numbered and identified sequentially by section. Response items must be indexed in the following order with individual tabs:

### **2.1 Cover Letter**

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

Company Data (submit the following information):

- i. Official name and address.
- ii. Name, address, and telephone number of the consultant's primary point of contact.
- iii. Indicate what type of entity (corporation, partnership, joint venture, etc.).
- iv. State of Incorporation if incorporated
- v. Federal Employer I.D. Number.
- vi. The address, telephone numbers and fax numbers of each of the consultant's locations.
- vii. A detailed statement indicating whether consultant is totally or partially

- owned by another business organization or individual.
- viii. Number of years consultant has been in business under the present business name.
  - ix. Number of years of experience the consultant has had in providing required, equivalent, or related services.
  - x. All comparable agreements entered into during the last five (5) years, completed or not. Please indicate:
    - Year started and completed
    - Type of Agreement
    - Client Agency
    - Project Description and Project Manager
  - xi. Any failures or refusals to complete an agreement and explanation.
  - xii. Individuals/consultants who own an interest of 10% or greater in the proposing consultants.
  - xiii. Financial interests in other lines of business.

## **2.2 Organizational Chart**

Consultants shall include an organizational chart that reflects titles of key staff and management information of each individual assigned to provide services under this RFP. Include all key sub-consultant staff in the organizational chart.

It is the City's preference that key personnel identified in the Organizational Chart remain during the term of the agreement. The consultant shall note concurrence on the restrictions to changes in key personnel. Consultant shall not substitute key personnel (City Engineer, project manager and others listed by name in the proposal) or sub-consultants without prior written approval from the City. The consultant shall request and justify the need for the substitution and obtain approval from the City prior to use of different personnel and/or sub-consultant. The proposed substituted person shall be as qualified as the original, and at the same or lower cost.

A transition plan shall be presented in this section in the event there are proposed changes in key personnel, including sub-consultants, during the term of the agreement that are outside of consultant's control or if the City requests such change.

## **2.3 Resumes and Qualifications of Personnel**

The consultant shall furnish a personnel staffing plan with sufficient information to judge the quality and competence of the personnel dedicated to the City services. In its assessment of the proposal, City will place considerable emphasis on the commitment by the consultant to provide qualified personnel for the services being considered. The consultant shall furnish resumes in outline form for the key personnel. The consultant shall also include the number and type of additional support personnel who will be providing services.

### Suggested Resume Format:

- Name
- Position
- Education  
Show degrees earned and certifications, school and year of completion.  
(Exclude company courses or information that is not relevant to the person's functional job duties.)
- Summary of Experience  
In chronological order, most recent date first, summarize experience as it relates to the scope of work required for this RFP.
- Professional Memberships/Registrations

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

## **2.4 REFERENCES**

Consultant shall provide three (3) references for which consultant has provided similar services performed in California, of the nature and scope as set forth in the RFP within the last five (5) years. Include name of business, name of contact person, telephone number of contact person, and description and date of services provided. References for public agency projects are preferred.

## **2.5 OVERVIEW AND APPROACH**

Consultant shall include their understanding of the requested services, the requirements of the RFP and their understanding of engineering services which may be required for future capital improvement projects.

### **2.5.1 Approach**

Consultant shall include its approach to providing services noted in the Scope of Work and in this RFP. The work plan shall be of such detail to demonstrate the consultant's ability to accomplish the City's objectives. In this section, the consultant is to include:

- Innovative and successful approaches
- Quality control measures
- Strategy, phasing and process of performing the work

Consultant is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

### **2.5.2 Project Controls**

Describe the consultant's ability to control costs and provide accurate and timely invoices through internal control measures; to monitor and stay within budget; to monitor schedule

and describe the techniques used to complete projects within proposed time frames.

Quality Control/Quality Assurance (QA/QC) – Describe the consultant’s QA/QC processes that will be adhered to during the term of the agreement. Describe the consultant’s method of ensuring that the personnel’s quality of work is high.

Consultant must reference all duties as listed in the Scope of Work. Consultant shall note any services NOT provided.

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

Consultant may additionally itemize those services which are further required in the servicing of the City but are not noted in the aforementioned paragraphs as requirements. Consultant will title this section as ADDITIONAL SERVICES.

## **2.6 COMPENSATION/PAYMENT SCHEDULE**

Consultant is required to submit hourly rates for all types of personnel required to perform the services described in this RFP. Consultant shall state if the proposed rate is guaranteed for the term of an agreement (if awarded) or if it is subject to adjustments. If subject to adjustments, consultant shall state the frequency of adjustments and how adjustments are determined. (See Section 5)

The consultant shall submit a fee schedule which includes the classifications/job titles of persons expected to complete the City tasks/sub-tasks, and the hourly rate.

Fee schedule for the proposals, both printed and electronically on CD or flash drive, shall be submitted with the main proposal and not in a separate envelope.

## **2.7 PROPOSAL FORMS**

NON-COLLUSION AFFIDAVIT. Consultant is required to sign and submit the Non-Collusion Affidavit (Appendix 2).

INSURANCE REQUIREMENTS. Consultant is required to sign and submit the Acknowledgement of Insurance Requirements. (Appendix 3).

# **3 OVERVIEW OF SERVICES**

## **3.1 City Information**

The City of Hawaiian Gardens is approximately .9 square miles and is home to approximately 14,400 people. It is primarily a residential community with multiple types of businesses and a Casino. The City has 18 miles of streets and alleys. This includes 2.5 miles of arterial streets.

The City of Hawaiian Gardens is a general law City incorporated in 1964. It is governed by the City Council/City Manager form of government. Under the direction of the City

Manager, the Community Development Director oversees the Community Development Department that encompasses building and safety, planning, housing, code enforcement services as well as engineering and capital improvement projects.

### **3.2 Project Overview**

The City of Hawaiian Gardens has issued this RFP for consultants to provide Professional City Engineering services. These services may include, but not limited to, City Engineer responsibilities, program/project management, permit plan reviews, feasibility studies, preliminary engineering, design engineering, project plans and specifications, construction management and/or inspection, surveying (right-of-way engineering), mapping related services as well as incidental services connected to and for the purpose of development and implementation of Federal-aid highway projects. Engineering services may also include environmental and planning studies required to prepare and develop environmental and planning documents (for transportation, capital improvements, and planning projects) such as NEPA and CEQA.

The consultant shall provide the necessary services outlined in this RFP. The consultant shall utilize its' in-house staff and/or sub-consultants to complete the assignments to meet the City standards. For specialized work for which the consultant will require a sub-consultant, the consultant will serve as an administrative liaison between the City and the sub-consultant. The consultant mark-up for sub-consultants shall not exceed 10%.

Agreements shall not be awarded to a consultant without an adequate financial and accounting management system as required by federal regulations (23 U.S.C. 112, 23 CFR 172 and 48 CFR 31). All consultants accepted to work on federal aid highway project shall certify an indirect cost rate for their services that is compliant with Federal Acquisition Regulations (FAR) cost principles.

All federal-aid highway projects funded engineering service agreements are subject to Caltrans Audit and Investigation (A&I) Risk Based Audit and Review Process described in Local Assistance Procedures Manual (LAPM), Chapter 10, Section 10.3.

This solicitation is not for specific projects, but for specific services. The services are to be rendered for the duration of the agreement term. Pursuant to City requested and approved job proposals, task orders will be issued for specific projects. The City does not guarantee a specific number or dollar amount of projects under this RFP.

### **3.3 Prevailing Wages**

Consultants are advised to consider whether services to be performed include classifications subject to federal or state prevailing wage requirements. California State prevailing wage information is available through the California Department of Industrial Relations website at [http://www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html).

Labor categories subject to prevailing wage requirements are wholly the responsibility of the consultant or individual named in any agreement approved by the City. City will not

assume any responsibility for consultant's failure to pay prevailing wages in accordance with Federal or State law.

### **3.4 Minimum Requirements**

All work performed under this RFP will require written approval by the Community Development Director. A job proposal shall be requested from the consultant to identify and refine the scope of services prior to issuing the task orders. The job proposal shall detail the tasks required for particular projects, schedule, and projected costs. The costs will be based on the specified rates of compensation provided by the consultant in their proposal. The Community Development Director shall confer with the consultant to establish the maximum fee, including expenses, for the specific project and to establish the completion date. The consultant shall only perform work that is assigned in an approved job proposal and authorized task order. Award of an agreement does not guarantee any task orders will be issued.

The potential capital improvement projects may vary in scope and size, and may encompass any type of improvement for the transportation system including, but not limited to, roadway rehabilitation, widening and/or realignment of existing facilities, relocation of existing facilities, and construction of new facilities. The project location, project limits, purpose, expected results, project deliverables, period of performance, project schedule, and scope of work to be performed shall be described in each job proposal.

The consultant contract manager shall be a Registered Professional Engineer licensed in the State of California, in good standing with the California State Board for Professional Engineers, at all times during the Agreement period. Said Professional Engineer shall have a documented minimum ten (10) years of demonstrated experience acceptable to the City, in all areas of city engineering and capital improvement project planning and construction.

In addition to other specified responsibilities, the consultant contract manager shall be responsible for all matters related to the consultant's personnel, sub-consultants, construction materials sampling and testing services, and consultant's and sub-consultants' operations including, but not limited to, the following:

- 3.4.1 Ensure that deliverables are clearly defined, acceptance tested and that criteria are specific, measurable, attainable, realistic and time-bound; and that the deliverables satisfy the acceptance tests and criteria.
- 3.4.2 Supervise, review, monitor, train, and direct the consultant's and sub-consultants' personnel.
- 3.4.3 Assign qualified personnel to complete the required task order as specified on an "as-needed" basis in coordination with the CD Director.
- 3.4.4 Administer personnel actions for consultant personnel and ensure appropriate actions taken for sub-consultant personnel.

- 3.4.5 Maintain and submit organized project files for record tracking and audit. Develop, organize, facilitate, and attend scheduled coordination meetings, and prepare and distribute meeting minutes.
- 3.4.6 Implement and maintain quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
- 3.4.7 Assure that all applicable safety measures are in place.
- 3.4.8 Provide invoices in a timely manner and providing monthly Agreement expenditures.
- 3.4.9 Review invoices for accuracy and completion before billing to City.
- 3.4.10 Manage overall budget for the City Agreement and provide reports to the CD Director.
- 3.4.11 Monitor and maintain required DBE involvement.
- 3.4.12 Ensure compliance with the provisions in this Agreement and all specific task order requirements.
- 3.4.13 Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and Local regulations.
- 3.4.14 Provide knowledge, experience, and familiarity with prevailing wage issues and requirements in State of California.
- 3.4.15 Provide knowledge, experience, and familiarity Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory.
- 3.4.16 Provide experience and capability in the review of the test reports within a reasonable time frame of the completion of the tests to avoid delay of the field construction operation.

DELIVERABLES - Deliverables shall be produced as agreed upon by the CD Director and consultant, pursuant to the specific job proposal and task order for each project.

SCHEDULE - Consultant services shall be performed per the schedule of performance as agreed upon by the CD Director and consultant, pursuant to the specific job proposal and task order for each project.

### **3.5 General Personnel Requirements**

The consultant's personnel shall be capable, competent, and experienced in performing the types of services described in this RFP with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the consultant's cost proposal and task complexity. The consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and Local laws and regulations.

The consultant is required to submit a written request and obtain the Community Development (CD) Director's prior written approval for any substitutions, additions, alterations, or modifications to the consultant's originally proposed personnel and project organization, as depicted on the proposed consultant's Organization Chart or the consultant's cost RFP. The substitute personnel shall have the same job classification and not exceed the billing rate, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the City. The substitute personnel shall have significant experience in the work involving a project for a minimum two (2) previous projects, unless otherwise approved by the Community Development Director.

In responding to a City task order and in consultation with the CD Director, the consultant Contract Manager shall identify the specific individuals proposed for the task and their job assignments. The consultant shall provide documentation that proposed personnel meet the appropriate minimum qualifications as required by this agreement.

Consultant's personnel shall typically be assigned to and remain on specific City projects/deliverables until completion and acceptance of the project/deliverables by City. Personnel assigned by the consultant shall be available at the start of a task order and after acceptance of the project/deliverable by City.

Upon City request, resumes containing the qualifications and experience of the consultant's and sub-consultant's personnel, which include existing, additional, and substitute personnel, and copies of their minimum required certifications, shall be submitted to the CD Director for review before assignment on a project or task order. The resume and copies of current certification for each candidate shall be submitted to the CD Director within one (1) week of receiving the request.

The CD Director may interview the consultant's personnel for the qualifications and experience. The CD Director's decision to select the consultant's personnel shall be binding to the consultant and its sub-consultants. Consultant shall provide adequate qualified personnel to be interviewed by the CD Director within one (1) week of receiving the request.

Consultant shall not remove or replace any existing personnel assigned to task orders without the prior written consent of the CD Director. The removal or replacement of personnel without the written approval shall be violation of the Agreement and may result in termination of the Agreement.

### **3.6 Federal Aid Provisions**

If the consultant services are federally funded, compliance with additional requirements may be necessary. The City's current agreement DBE Goal is not established. A DBE goal will be established when a specific project is identified. Special attention is directed

to Appendix 6 – Local Assistance Procedures Manual Exhibit (LAPM) 10-I, Notice to consultants DBE Information.

This solicitation is financed in whole or in part and therefore subject to Title 49, Code of Federal Regulations, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. To ensure equal participation for Disadvantaged Business Enterprise (DBE) groups specified in 49 CFR 26.5, DBE participation is required. Only participation by certified DBEs will count toward the agreement goal for this solicitation. In order to count toward an agreement goal, consultants must be certified by the California Unified Certification Program (CUCP) and possess the work codes applicable to the type of work the consultants will perform on the Agreement by the RFP submittal due date. For a list of work codes, go to [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).

It is the proposer’s responsibility to verify that the DBE consultant is certified as a DBE by the specified RFP submittal due date and time. For a list of DBEs certified by the CUCP, go to: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).

Reference “RFP Submittal Requirements” for detailed information and references to the required forms. Required forms will be made part of the agreement. Failure to meet the DBE goal or Good Faith Effort requirements and provide required DBE participation at due date and time of RFP submittal may result in the RFP submittal being rejected as non-responsive.

Federal and/or State prevailing wage rates may apply. This requirement, if applicable, will be specified in the draft Agreement.

- 3.6.1 City consultant DBE Commitment (Consultant Agreements); (LAPM 10-O1). The City’s current agreement DBE Goal is not established. A DBE goal will be established when a specific project is identified.
- 3.6.2 DBE Information - Good Faith Effort (LAPM 15-H) – Required only if DBE goal is not achieved. It is recommended that proposer prepare and submit a FFE irrespective of meeting the DBE goal.
- 3.6.3 Disclosure of Lobbying Activities (LAPM 10-Q)

Upon award and through completion of the project, the successful proposing consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:

- 3.6.4 City/consultant DBE Information (Consultant Agreements) (LAPM 10-02)
- 3.6.5 Any other relevant forms required during the project. Consultant shall demonstrate familiarity of providing services for federally funded (CDBG &

FHWA) projects and has clear understanding of requirements/needs to facilitate the project through City Local Assistance and Local Assistance Procedures Manual.

### **3.7 Cost Proposal for Future Projects**

The consultant shall perform the specific services stated in the professional city engineering agreement. The City may choose to use any of the methods of payment outlined in the Caltrans Local Assistance Procedures Manual.

In order to assure that the City is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the project cost proposal shall include a cost proposal for each service of the proposal. Proposing consultants will be required to submit certified payroll records. Cost proposal shall be submitted in a *separate sealed* envelope from the proposal. The cost proposal is confidential and will be unsealed after all proposal's have been reviewed, and most qualified consultant has been selected. Reference sample cost estimate in the LAPM Exhibit 10-H. Consultant shall prepare a specific rate of compensation fee estimate with progress payments at defined milestones/tasks.

Selected Consultant shall comply with Chapter 10 of the Local Assistance Procedures Manual regarding the A&E Consultant Agreement Audit and Review process. A pre-award or post-award audit may be performed on any agreement issued as a result of this RFP.

The Consultant may claim reimbursement for providing equipment or supplies. However, such claimed costs shall be in compliance with 48 Code of Federal Regulation (CFR), Chapter 1, Part 31 (Federal Acquisition Regulation - FAR cost principles) and 2 CFR, Part 200, and be consistent with the Consultant's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies, and private clients.

### **3.8 Scope of Services**

The City is soliciting proposals from professional engineering consultants to provide City Engineering Services on an as-needed basis. These services may include City Engineer responsibilities, program/project management, permit plan reviews, feasibility studies, planning and environmental impact studies, preliminary engineering, capital improvement project design, plans and specifications, construction management and/or inspection, surveying, mapping, legal description preparation, environmental compliance, staking, geotechnical services, and other related services as needed. Additional services may also include identifying grant opportunities and preparing transportation, planning, and capital improvement related grant applications.

The consultant shall utilize its' in-house staff and/or sub-consultants to complete the assignments to meet the City standards. For specialized work for which the prime

consultant will require a sub-consultant, the prime consultant will serve as an administrative liaison between the City and the sub-consultant.

No specific capital improvement project has been identified by the City at this time. What follows is a sample of the requirements for a typical project. In general, the consultant shall perform civil engineering design services resulting in agreement documents (plans, specifications and cost estimates) for various projects on an as-needed basis. The Consultant shall provide a detailed schedule of the assigned project upon issuance of a Notice to Proceed of that particular project. The Consultant's services may include, but are not limited to, the following:

PROJECT COORDINATION - Prepare all documentation required to obtain permits from any and all agencies having jurisdiction of the project. Coordinate plan check, design topics, permits and any other issues with the City, other Agencies, and all utility companies as required. The Consultant shall be the liaison with affected agencies. Attend meetings with the City staff as required.

UTILITY RESEARCH AND COORDINATION - Research existing records of utility companies and agencies and coordinate the proposed improvements with existing field conditions.

ENVIRONMENTAL RESEARCH AND COORDINATION - Conduct an environmental assessment for each project and prepare all documentation required to comply with the California Environmental Quality Act (CEQA).

FIELD SURVEY - Provide all field survey and topographic work necessary to complete the design effort. Design level survey and base mapping of the project site shall be prepared in US Customary English units by a California licensed Land Surveyor in accordance with the City guidelines and in AutoCAD Computer Aided Design and Drafting (CADD) format. All survey field notes shall be on forms provided by the City, shall be neatly completed in pencil, and shall become property of the City upon completion of the project. Informal field investigations including marking of removal areas may be required for some of the sidewalk, curb and gutter, and pavement replacement projects.

PRELIMINARY AND CONSTRUCTION PLANS / PS&E - Complete the design of projects including plans, specifications, and engineer's construction cost estimate. Specifications shall be prepared in Microsoft Word and an electronic copy of the final version shall be furnished to the City. The City will provide the specification boiler plate to the Consultant.

All preliminary and bid sets of plans shall be plotted on bond or velum using the AutoCAD program. All drawings shall be completed per the CITYCADD Standards

All original plan sheets, the title sheet of the specifications, calculations, and reports shall be signed and stamped by the Consultant's licensed professional engineer in responsible-

charge of the project. These signed originals will then become the property of the City.

BIDDING PHASE SUPPORT - The Consultant shall provide support services during the bidding and construction phases of the project. The Consultant shall respond to bidder inquiries during the bidding process, including preparation of any addenda.

CONSTRUCTION SUPPORT - Upon award of the construction agreement, the Consultant shall attend the pre-construction meeting. The Consultant shall be responsible for reviewing and approving addenda and clarifications to plans and specifications. The Consultant shall review and approve all submittals and shop plan drawings required supporting the construction contract. The Consultant shall complete shop drawings reviews within one (1) week of receipt. Construction Change Order reviews shall be completed within two (2) working days of receipt.

The Consultant shall respond to written Requests for Information (RFI) to provide clarification or resolve discrepancies in the agreement documents. Responses shall be completed within three (3) working days.

The Consultant shall provide periodic field reviews and bring to the attention of the City any defects or deficiencies in the work by the construction contractor which the Consultant may observe.

The Consultant shall monitor the project progress, maintain project files, and control the quality of the work performed by in-house staff and/or sub-consultants. Incomplete (not meeting targeted completion) or poor quality work will not be accepted. The Consultant may need to revise the documents within a revised schedule set by the City.

PROJECT CLOSEOUT - Upon the completion of construction, as-builts shall be submitted to the City. The Consultant shall incorporate all changes to the plans electronically with all necessary revision notations. Once plans have been updated, a signed set of as-built mylars shall be submitted to the City with an electronic copy (in AutoCAD and pdf formats) of the final as-built drawings via CD or e-mail.

### **3.9 Manuals / Standards**

Where applicable, engineering design of all PROJECT improvements shall be compatible and in accordance with the following:

- Caltrans Highway Design Manual
- Caltrans Standard Plans
- Caltrans Standard Specifications
- Los Angeles County Hydrology Manual
- American Public Works Association Standard Specifications for Public Works

## Construction

- American Public Works Association Standard Plans American Water Works Association
- City Standard Plans

It will be the responsibility of the Consultant to verify that it has received the latest version or update of these documents.

Caltrans Standard plans shall be utilized where applicable and may be called out on the plans as reference.

Local street improvement plans shall adhere to City Standard Plans and the Standard Specifications for Public Works Construction.

Plans shall be computer drafted in AutoCAD compatible format and shall adhere to the current City Public Works Department CAD standards.

The Consultant's work may be subject to reviews and inspections by representatives of the City, County, State and FHWA.

### **3.10 Standards of Work**

CONFLICTS/DESIGN EXCEPTIONS - In case of conflict, ambiguities, discrepancies, errors, or omissions, Consultant shall submit the matter to City for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by Consultant prior to clarification by City shall be at Consultant's risk and expense.

In event that any non-standard features become necessary during the initial design, Consultant shall prepare the necessary design exceptions following Caltrans guidelines modified to fulfill requirements of compliance with approved funding. Consultant shall certify project including PS&E in accordance with Caltrans Local Assistance Procedures.

PLANS, SPECIFICATIONS, & ESTIMATES (PS&E) - PS&E shall be prepared in English units and in conformance with the latest editions of applicable standards. As part of the work involved in the preparation of the PS&E, Consultant shall prepare Special Provisions pertaining to items of work included in the plans that are not addressed in the latest editions of applicable standards. Consultant will furnish and compile Special Provisions to include City agreement administration requirements.

## **4. PROPOSAL EVALUATION**

The City's review committee will evaluate all proposals received to identify the consultants who best meet the needs of the City. The committee may be composed of City staff and

other parties who may have expertise or experience in the services described herein. Selection of qualified consultants will be based on evaluation criteria as discussed below.

The evaluation of the proposals shall be within the sole judgment and discretion of the committee. All contacts during the evaluation phase shall be through the City Representative only. Consultants shall neither contact nor lobby evaluators during the evaluation process. Attempts by consultant to contact members of the committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of consultant.

The committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Discussions may, at the City's option, be conducted with the most qualified consultants for the purpose of clarification to ensure full understanding of, and responsiveness to, the solicitation requirements. Consultants shall be accorded fair and equal treatment. In conducting discussions, the City will not disclose information derived from proposals submitted by competing consultants.

The selection process may include oral interviews. Consultants invited to interviews will be required to submit cost proposal in sealed envelopes during the interview. Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of the selection process. Upon acceptance of a cost proposal and successful agreement negotiations, staff will recommend an agreement be awarded.

**EVALUATION CRITERIA** - Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

<b>Rating Scale</b>		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of submittal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of submittal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	20
3	Organization & Approach	15
4	Scope of Services to be Provided	15
5	Schedule of Work	10
6	Conflict of Interest Statement	Pass/Fail
7	Local Presence	5
8	References	10
<b>Subtotal:</b>		<b>75</b>

No.	Interview Evaluation Criteria	Weight
9	Presentation by team	10
10	Q&A Response to panel questions	15
<b>Subtotal:</b>		<b>25</b>
<b>Total:</b>		<b>100</b>

**5. COMPENSATION AND AGREEMENT TERM**

COMPENSATION - Engineering services are to be provided on an as-needed basis and as such, the total amount of compensation payable to the consultant cannot be determined at this time. The consultant shall only perform work that is assigned in an authorized task order and an award of an agreement does not guarantee any task orders will be issued. Consultant shall be compensated based on the agreement fee schedule and items of work ordered by the City and satisfactorily completed by the consultant. Work not covered by the fee schedule will be paid on an hourly basis

according to the hourly fee schedule.

All work performed will require approval by the Community Development Director and issued through a task order. A job proposal shall be requested from the consultant to identify and refine the scope of services prior to issuing task orders. The job proposal shall detail the tasks required for particular projects, schedule, and projected costs. The costs will be based on the specified rates of compensation in the agreement. The CD Director shall confer with the consultant to establish the maximum fee, including expenses, for the specific project and to establish the completion date.

The potential capital improvement projects may vary in scope and size, and may encompass any type of improvement for the transportation system including, but not limited to, roadway rehabilitation, widening and/or realignment of existing facilities, relocation of existing facilities, and construction of new facilities. The project location, project limits, purpose, expected results, project deliverables, period of performance, project schedule, and scope of work to be performed shall be described in each task order.

City shall not incur costs beyond the funding commitments in the Agreement and each task order. If the consultant anticipates that funding for work will be insufficient to complete work, the consultant shall promptly notify the Community Development Director.

Provide a statement of exclusions not covered in the fee proposal. Any items of work needed to fully complete the project will be assumed to be included in the fee unless specifically excluded.

Other direct costs, intended to be charged to the City, need to be stated. No mark-ups will be allowed for other direct costs.

Invoices shall be submitted at the conclusion of each month for work performed in that month.

AGREEMENT TERM - The performance period of the agreement shall be three (3) years, with two (2) one year options to extend at the sole discretion and the authority of the City Manager. The agreement term shall not exceed five (5) years total.

## **6. INSURANCE REQUIREMENTS**

On or before the start of any services or work called for by this Agreement, Consultant, at its own cost and expense, shall carry and maintain for the duration of the agreement, and provide proof thereof that is acceptable to the City, the insurance specified below with insurers and under forms of insurance satisfactory in all respects to the City. Insurance required herein shall be provided by insurers in good standing with the State of California and having a minimum Best's Guide Rating of A- Class VII or better.

- (a) Comprehensive General Liability. Throughout the terms of this agreement, Consultant shall maintain in full force and effect Comprehensive General Liability coverage in an amount not less than one million dollars per occurrence (\$1,000,000.00), combined single limit coverage for risks associated with the work contemplated by this agreement. If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this agreement or the general aggregate limit shall be at least twice the required occurrence limit.
  
- (b) Comprehensive Automobile Liability. Throughout the term of this agreement, Consultant shall maintain in full force and effect Comprehensive Automobile Liability coverage, including owned, hired and non-owned vehicles in an amount not less than one million dollars per occurrence (\$1,000,000.00).
  
- (c) Worker's Compensation. Consultant shall maintain, during the term of this agreement, Worker's Compensation Employer's Liability Insurance in the statutory amount as required by state law.
  
- (d) Errors and Omissions Coverage. Throughout the term of this agreement, Consultant shall maintain Errors and Omissions Coverage (professional liability coverage) in an amount of not less than One Million Dollars (\$ 1,000,000.00).

Prior to the start of any work under this Agreement, Consultant shall submit an insurance certificate to the Community Development Director indicating compliance with insurance requirements.

## **7. INDEMNIFICATION.**

- (a) Indemnification for Professional Liability. Consultant shall protect, indemnify, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any

entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- (b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall protect, indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant.
- (c) Generally Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and shall in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.



**APPENDIX 2 – Non-Collusion Affidavit**

The undersigned declares, states, and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
2. I have not directly or indirectly induced or solicited any other consultant to put in a false submission and I have not directly or indirectly colluded, conspired, connived, or agreed with any other consultant or anyone else to put in fraudulent submission or to refrain from submitting to this RFP.
3. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price/fee to secure any advantage against the City of Hawaiian Gardens or of anyone interested in the proposed agreement.
4. All statements contained in the Proposal and related documents are genuine and true.
5. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, nor pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive proposal.
6. I have not entered into any arrangement or agreement with any City of Hawaiian Gardens public official in connection with this proposal.
7. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

***(This executed form must be submitted with Consultant Proposal.)***

**APPENDIX 3 – Acknowledgement of Insurance Requirements**

The consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the REQUEST FOR PROPOSALS and accepts all conditions and requirements as contained therein.

CONSULTANT:

Name: \_\_\_\_\_  
(Print or Type)

By: \_\_\_\_\_  
Consultant's Signature

Date: \_\_\_\_\_

***(This executed form must be submitted with Consultant Proposal.)***

## **APPENDIX 4 - Exhibit 10-I Notice to Proposers DBE Information**

The Agency has not established a goal for this Agreement. However, proposers are encouraged to obtain DBE participation for this agreement.

### **TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Agreement.”
- Agency also means the local entity entering into this agreement with the Agreementor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

### **AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subagreements.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

### **SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the agreement, Exhibit 10-01 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the agreement. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the

agreement goal; therefore, all DBE participation shall be collected and reported. Exhibit 10-O2 *Consultant Agreement DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

## DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business consultant defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific agreement items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE consultant must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

## RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a consultant is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
  1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
  2. Click on Search for a DBE Consultant link;
  3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

### Materials Or Supplies Purchased From DBEs Count Towards The DBE Goal Under The Following Conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a consultant that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a consultant that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the consultant must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-

Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

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



City of Hawaiian Gardens  
Professional City Engineering Request for Proposals  
ADDENDUM NO. 1

This Addendum forms a part of the Request for Proposals (RFP) for the above identified engineering services and modifies the original terms and conditions of the RFP. Portions of the RFP not specifically mentioned in this Addendum shall remain in full force and effect. Any proposal not incorporating this Addendum shall be considered an incomplete proposal.

A. CLARIFICATION OF CAPITAL IMPROVEMENT PROJECTS

City projects under this RFP will not include federally funded projects subject to Caltrans review and approval.

RFP Notice paragraph 1: "...City projects may include funding through federal, state or county funding sources such as Community Development Block Grant (CDBG). and the Federal Highway Administration (FHWA)."

Section 1.1 Introduction, page 1, paragraph 1: "...City projects may include funding through federal, state or county funding sources such as Community Development Block Grant (CDBG). and the Federal Highway Administration (FHWA)."

Section 3.2 Project Overview, page 10: Delete paragraphs 3 and 4.

Section 3.6 Federal Aid Provisions, pages 13 -15: Delete Section 3.6

Section 3.7 Cost Proposal for Future Projects, page 15, paragraph 2: "...Reference sample cost estimate in LAPM Exhibit 10-H..."

Section 3.7 Cost Proposal for Future Projects, page 15: Delete paragraphs 3 and 4.

B. CLARIFICATION OF AGREEMENT TERM

Section 5. Compensation and Agreement Term, page 22, Agreement Term: "The performance period of the agreement shall be ~~three (3) years, with two (2) one year options to extend at the sole discretion and the authority of the City Manager.~~ ***remain and continue in effect until all services are completed or terminated by the parties. At the discretion and the authority of the City Manager, the City may at any time, for any reason, with or without cause, suspend or terminate this agreement or any portion hereof, by serving thirty (30) days written notice.***"

C. CLARIFICATION OF CONFLICT OF INTEREST/CERTIFICATION OF PROPOSAL

A request for clarification was received regarding the missing Certification of Consultant Proposal form.

Table of Contents, New Appendix added: "Appendix 5 - Certification of Consultant Proposal"

Section 1.4 General Conditions, Conflict of Interest, page 2: "By signing the Certification of Consultant Proposal (~~Appendix 4~~) (Appendix 5), consultant declares....."

Section 2.7 Proposal Forms, page 9: new wording added: "Certification of Consultant Proposal. Consultant is required to sign and submit the Certification of Consultant Proposal (Appendix 5) that is attached to Addendum No. 1."

Addendum authorized by: Joseph Colombo 11/3/17  
Joseph Colombo, Community Development Director YRB Date

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I acknowledge receipt of this Addendum No. 1 and have incorporated this Addendum into my company's proposal.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

***(This executed Addendum No. 1 must be submitted with Consultant Proposal.)***

**APPENDIX 5 – CERTIFICATION OF CONSULTANT PROPOSAL**

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this REQUEST FOR PROPOSALS (RFP).

- 1) The firm declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this firm's proposal to provide services or any work connected to this proposal to provide services.
- 2) Should any agreement be approved in connection with this RFP, the firm declares and warrants no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising there from.
- 3) By submitting a proposal to this RFP, the firm agrees, if selected to furnish services to the City in accordance with the RFP.
- 4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals to provide services, and to waive any informality or irregularity in any proposal received by the City.
- 5) The consultant proposal includes all information, commentary, and data requested by the RFP.
- 6) The proposal to provide services shall be valid for 90 days from the date of submittal.

Name of consulting firm: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature Date

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

***(This executed form must be submitted with Consultant Proposal.)***