



REQUEST FOR PROPOSAL

**CITY OF GLENDALE
DEPARTMENT OF PUBLIC WORKS
GLENDALE REGIONAL ARTERIAL TRAFFIC PERFORMANCE
MEASUREMENT SYSTEM (RATPMS)**

RFP #PWE 2020-06

Issued: Thursday, October 15, 2020

Deadline to Submit RFP:

Thursday, November 12, 2020 by 4:00 P.M.

**Yazdan T. Emrani, P.E.
Director of Public Works
City of Glendale
Public Works Department – Administration Division
633 E. Broadway, Suite 209
Glendale, CA 91206
Telephone: (818) 548-3900 Facsimile: (818) 546-2207**

CONTENTS

NOTICE OF PROHIBITION OF COMMUNICATION	Page 4
I. INTRODUCTION	Page 5
II. BACKGROUND	Page 5
III. SCOPE OF WORK	Page 6
IV. PROPOSAL RESPONSE AND REQUIREMENTS	Page 6
A. Letter of Transmittal	Page 6
B. Executive Summary	Page 6
C. Background and Understanding of the Scope of Services	Page 7
D. Methodology	Page 7
E. Work Plan	Page 7
F. Experience and References	Page 7
G. Schedule of Fees	Page 7
H. Project Schedule	Page 8
I. Proposer's Information	Page 8
J. Disclosures	Page 9
K. Affidavit of Noncollusion	Page 9
L. Project Organization and Staffing	Page 9
M. Identifying Proprietary Information; Public Records Act	Page 9
N. Proposal Deadline and Proposal Submission	Page 10
V. EVALUATION	Page 10
A. Proposed Implementation and Workflow	Page 11
B. Experience	Page 11
C. Project Management	Page 11
D. Staffing of Project/Ability to Perform	Page 11
E. Best Value/Cost Effectiveness	Page 12
VI. SELECTING A PROPOSER	Page 12
VII. TIME SCHEDULE FOR PROPOSER SELECTION	Page 12
VIII. INSURANCE REQUIREMENTS	Page 12
IX. PROPOSER'S INDEMNIFICATION OF THE CITY	Page 13
X. GENERAL INFORMATION	Page 13
XI. CITY OF GLENDALE CONTRACT AGREEMENT	Page 14

XII. CITY’S RESERVATION OF RIGHTS.....	Page 15
XIII. FAILURE TO EXECUTE CONTRACT.....	Page 16
XIV. WITHDRAWAL, CANCELLATION, OR MODIFICATION OF PROPOSAL...	Page 16
XV. LETTER OF OBJECTION	Page 17
XVI. INTERIM INQUIRIES AND RESPONSES; INTERPRETATION OR CORRECTION OF RFP.....	Page 17
XVII. ADDENDA.....	Page 18

EXHIBITS

- EXHIBIT A — Scope of Work**
- EXHIBIT B — Proposer Affidavit of Non-Collusion Form**
- EXHIBIT C — Sample Insurance Requirements and Sample
Insurance Certificate**
- EXHIBIT D — Sample Professional Services Agreement (PSA)**

NOTICE OF PROHIBITION OF COMMUNICATION WITH, AND GIFTS OR GRATUITIES TO, THE CITY AND OTHERS

- A. From the date the report to City Council recommending the issuance of this RFP is published until the date on which the City awards a contract, if any, a Proposer must not directly or indirectly give, furnish, donate, or promise any money, compensation, gift, gratuity, or anything of value to the Glendale City Council or any City employee for the purpose of, or which has the effect of:
1. Securing or establishing an advantage over other Proposers;
 2. Securing or recommending the selection of the Proposer's Proposal; or
 3. Securing or recommending a Contract award to any Proposer.

Violation of the forgoing prohibitions will constitute grounds for rejection of a proposal(s). Such rejection may be made within the sole and absolute discretion of the City of Glendale.

- B. As more specifically set forth herein below under "Submission Deadline and Requirements," the deadline for receiving proposals in response to this RFP is 4:00 pm on November 12, 2020. At all times following this deadline, and continuing until the City awards a contract, if any contract is awarded (the "Review Period"), all Proposers and their surrogates are prohibited from communicating in any manner with any Glendale City Council member and City employee involved in the RFP process unless expressly authorized by this RFP. This prohibition means that Glendale City Council members and City employees involved in the RFP process will not hold any meetings, conferences, or discussions via email, telephone, in-face, any form of social media or otherwise, with any Proposer during the Review Period. Provided, however, proposers and their representatives are not prohibited from making oral statements or presentations in public to one or more representatives of the City during a public meeting, and proposers may write to the City Council as a whole after City staff written recommendations are published in anticipation of a public meeting.

GLENDALE REGIONAL ARTERIAL TRAFFIC PERFORMANCE MEASUREMENT SYSTEM (RATPMS)

I. INTRODUCTION

The City of Glendale (“City”) is seeking qualified and experienced engineering consulting firms (“Proposers”) to submit a proposal to provide consultant services for the City’s Public Works Department. The scope of the work, the content of the proposal, and the selection process are described in this ‘Request for Proposal’ (“RFP”). The scope of work is described in detail in Exhibit “A” Scope of Work for the City’s Regional Arterial Traffic Performance Measurement System.

II. BACKGROUND

A. CITY OF GLENDALE

Glendale is the third largest city in Los Angeles County and is bordered by the cities of Burbank, Pasadena, Los Angeles, and La Canada Flintridge and has a population of over 200,000. The City is located northeast of Los Angeles in the foothills of the San Gabriel Mountains and is traversed by the Ventura (134), Golden State (5) Glendale (2) and Foothill (210) freeways.

The City spans over an area of 32 square miles and has a total of 369 miles of paved roadway. Similar to other cities in the County, Glendale has grown in population without increasing in land development or improvements to existing infrastructure. In recent years, Glendale has experienced a significant increase in traffic volumes and congestion, which has resulted in travel delays and congestion to the existing roadways.

B. EXISTING TRAFFIC SIGNAL NETWORK

The City has approximately 230 signalized intersections of which approximately 200 are monitored by the Glendale Traffic Management Center (GTMC). The City relies on the GTMC to monitor and adjust signal timing. The communication between the GTMC and field devices are a combination of stranded copper interconnect cables and single mode fiber optic cables in underground conduits. The fiber communication system is based on a Gigabit Ethernet structure and includes a network based computer system that controls the Central Traffic Signal and Closed Circuit Television (CCTV) systems. The majority of the City’s signalized intersections operate with 2070-ATC controllers with McCain 2033 program.

C. OBJECTIVE

The City of Glendale Department of Public Works is requesting proposals from qualified firms to develop level of service model using TrafficWare's Synchro software to include up to 155 intersections. See Exhibit "A" for precise locations. The Synchro model will be incorporated into the arterial traffic performance measurement system to allow for necessary operation timing adjustments.

The project limits are entirely within the City and would not have any environmental impacts. However, regional jurisdictions such as the County of Los Angeles, Caltrans, and the City of Burbank have facilities that run through the City and may be involved.

III. SCOPE OF WORK

The scope of work is described in detail in Exhibit "A" Scope of Work for the Regional Arterial Traffic Performance Measurement System. Five (5) months will be allowed for the completion of the project, from the date of award. This will allow the City to meet its schedule commitments with the Los Angeles County Metropolitan Transportation Authority (Metro). This is a key element in consideration of the proposals, so every effort should be made to adhere to this schedule.

IV. PROPOSAL RESPONSE AND REQUIREMENTS

The response to the RFP by each Proposer shall adhere to the following format and qualification content and presented in the following order:

A. LETTER OF TRANSMITTAL

The letter must be signed by the individual authorized to bind the respondent and must stipulate that the proposal is valid for 90 days. The letter shall also indicate the address and telephone number of the respondent's office located nearest to the City and the office from which the project will be managed.

B. EXECUTIVE SUMMARY

The Executive Summary should include the key elements of the respondent's scope of services.

C. BACKGROUND AND UNDERSTANDING OF THE SCOPE OF SERVICES

Briefly describe your understanding of the City's proposed scope of work, your background and qualification to perform the proposed scope of work, and the objectives to be accomplished for this project/service.

D. METHODOLOGY

Describe the methodology you plan to use to ensure timely review, coordination and implementation of the required services.

E. WORK PLAN

Briefly describe the scope of work and sequential tasks for accomplishing these proposed tasks; and describe the methodology you plan to use to ensure timely review, coordination and implementation of the required services. Indicate all key deliverables and their contents. Include any information that the Proposer would require from the City Staff.

F. EXPERIENCE AND REFERENCES

Describe recent and relevant experience performing this type of work. At least three (3) projects, similar in size and scope, with references, within the last five (5) years, must be included. Additional references may be requested by the City. Each reference shall include name, title, organization, mailing address, telephone number, facsimile number, and email of Project Manager.

G. SCHEDULE OF FEES

Provide a schedule of fees, including staff and equipment hourly rates that will be used to complete the required scope of work. Separate Fee Schedules shall be submitted for Phase A and Phase B. Each fee schedule shall include a cost breakdown for all required tasks within each phase as described in the Scope of Work attachment (Exhibit "A"). The Schedule of Fees must be placed in two (2) separate sealed envelopes, one clearly labeled Phase A, and one clearly labeled Phase B (Optional) and to be placed in your Proposal submittal package.

The Fee Proposal shall provide a breakdown of the estimated project design costs, identify tasks, number of hours per task, and cost per task. Also include the hourly fees of the project team members. Payments will be made upon agreed hourly fees, based on overall completion percentage, and acceptance of the deliverables.

The City will negotiate a “Not to Exceed” amount for the contract.

H. PROJECT SCHEDULE

The Proposal shall include a proposed work schedule in Microsoft Project format to indicate duration and completion dates along with any project milestone and/or deliverables needed to complete the project on time. Proposal shall also include an estimate on the amount of time for City Staff to review submittals and deliverables.

I. PROPOSER’S INFORMATION

The full name, business address, zip code, and business telephone number of the partnership, joint venture, or corporation submitting the proposal shall be provided. The Proposer shall sign the Proposal with his/her usual wet ink signature. The individuals signing the Proposal must represent that they are authorized to bind the Proposer’s legal entity.

- A corporation must execute the Proposal by its duly authorized officer(s) in accordance with its corporate bylaws.
- A partnership must execute the Proposal by all of its partners. After each signature, each partner must list a residential address or the firm’s address, either of which must include the state, zip code, and telephone number.
- If the Proposer is a joint venture consisting of a combination of any of the above entities, each entity in the joint venture must sign the Proposal.
- An individual signing a Proposal as an agent of another or others must attach to the Proposal evidence of that person’s legal authority to sign on behalf of another or others.

The Proposal must include the name of the CEO/President, COO, CFO, Chairperson, any member of the board of directors, any person or entity that owns 10% or more of the contracting party or any subcontractor, and the name of any campaign committee controlled or sponsored by the contracting party.

An individual submitting a Proposal or a partner signing for a partnership shall sign in the presence of a Notary Public and the notarial acknowledgement shall be attached to the proposal. A partner shall sign for a partnership and the names and addresses of all partners shall be given. An officer shall sign for a corporation, in the presence of a Notary Public the corporate name shall be attested by the corporate seal, and the names and titles of all officers of the corporation shall be given. A signature other than a corporate officer's will be accepted if an authenticated power of attorney is attached.

J. DISCLOSURES

Disclose whether the Proposer's firm or any of its Principals have, during the past five years, been the subject of a lawsuit brought by any supplier, subcontractor, client, or government entity for breach of contract, non-payment of liabilities, or civil rights discrimination. State the outcome and status of any such lawsuits. If there are no lawsuits, so state. Disclose the extent of paid work for municipalities within the past five years and any joint ventures or joint project with such firms. The Proposer must disclose any local campaign contributions made by the company and/or the agency's board of directors in the last five (5) years.

K. AFFIDAVIT OF NONCOLLUSION

Proposer must return a completed Proposer Affidavit of Noncollusion Form, attached as Exhibit "B".

L. PROJECT ORGANIZATION AND STAFFING

Briefly describe your approach and methods for managing the project. Identify the Project Manager, the key person responsible for the quality, and the person who will be the principal contact with the City. Project Manager should have extensive experience managing Traffic Study similar size and scope.

List the portion of the work that will be subcontracted, if applicable. Include a list of subcontractors, and/or laboratories expected to be engaged in the work and their relevant qualifications and experiences.

M. IDENTIFYING PROPRIETARY INFORMATION; PUBLIC RECORDS ACT

A Proposer must identify and list all copyrighted material, trade secrets, or other proprietary information ("protectable documents") that the Proposer included in its Proposal which the Proposer believes should be exempt from disclosure under California's Public Records Act, Government Code Section 6250, et seq.

By listing the documents, the Proposer agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, and representatives from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with the City's refusal to disclose the protectable documents to any party making a request for those items.

The City will treat any Proposer, who fails to identify documents that the Proposer believes should be exempt from disclosure, as having waived its right to an exemption from disclosure, as the Public Records Act provides.

N. PROPOSAL DEADLINE AND PROPOSAL SUBMISSION

The City must receive the Proposal Package (Technical Proposal and Schedule of Fees) on or before 4:00 P.M., Thursday, November 12, 2020. A Proposal Package received after this date and time will be considered non-responsive and rejected. The Schedule of Fees must be placed in a separate sealed envelope to be placed within the Proposal submittal package.

Oral, telephonic, facsimile, or electronically transmitted (email) Proposals are invalid and the City will not accept or consider them.

Proposer must submit six (6) printed Proposal documents (consisting of one (1) unbound original suitable for reproduction and five (5) hard-bound copies) and one (1) digital copy, saved on a flash drive in Adobe Acrobat PDF format, in a sealed, clearly labeled envelope (or box). The Proposal may be delivered by mail or in person.

The Proposal must be clearly marked:

**CITY OF GLENDALE
DEPARTMENT OF PUBLIC WORKS
REGIONAL ARTERIAL TRAFFIC PERFORMANCE MEASUREMENT
SYSTEM (RATPMS)**

and addressed to:

**CITY OF GLENDALE
DEPARTMENT OF PUBLIC WORKS - ADMINISTRATION DIVISION
633 E. BROADWAY, SUITE 209
GLENDALE, CA 91206-4388
ATTENTION: YAZDAN T. EMRANI, P.E., DIRECTOR OF PUBLIC WORKS**

V. EVALUATION

All Proposals received on time will be opened in a non-public setting. Proposals will be first reviewed to ensure compliance with the terms of this RFP. Non-compliant or non-responsive Proposals may be rejected. The City will then evaluate the Proposals in accordance with the criteria listed below.

In addition to the written proposal, the City may choose to generate a short list of consultants and conduct oral interviews. The City will establish a specific date to conduct interviews and no other dates will be provided.

In its evaluation, the City may investigate the qualifications of a Proposer under consideration, require confirmation of information furnished by the Proposer, and require the Proposer to provide additional information or evidence of qualifications for the Services described in this RFP.

A. PROPOSED IMPLEMENTATION AND WORKFLOW – 30 POINTS

Points will be assigned for functional and technical merit based on the capability of the Proposer to satisfy the City requirements identified in the Scope of Work. Points will be assigned for completeness of proposed solution based on the vendor submitting a proposal that follows the guidelines specified in the Scope of Work

B. EXPERIENCE – 25 POINTS

Points will be assigned for experience with projects of similar size and scope within the last five (5) years (see Section IV.F.). Higher points will be awarded based on a proposer's previous experience with municipal agencies and projects of similar size, as delineated in the SCOPE OF WORK, and CLIENT REFERENCES.

C. PROJECT MANAGEMENT – 20 POINTS

Points will be assigned based on the experience and qualification of the Project Manager. A description of the Project Manager and his/her experience and qualifications to perform the work should be included in the proposal and will be used to gauge the level of points to be assigned. Project Manager should display prior experience and a successful track record with managing projects of similar type and size. The City of Glendale is looking for an experienced and accomplished Project Manager, as detailed previously, who will be "Hands-On" and manage the day to day performance of the project.

D. STAFFING OF PROJECT/ABILITY TO PERFORM – 15 POINTS

Points will be assigned based on availability and capability of the project team. Points will be scaled based on the project team level of expertise and the amount of time that staff will commit to this project in order to meet a demanding project schedule. Proposers should clearly outline proposed project team/staff qualifications and availability in the proposal. Accordingly, it is important for the proposer to note how a particular staff's expertise is related to the skills or tasks that would be required to provide the best solution and project deliverables.

E. BEST VALUE/COST EFFECTIVENESS – 10 POINTS

Points will be assigned based on the cost-effectiveness of the proposal. If there are two or more firms with identical or very similar cost proposal, then the firm that provides the most value-added service beyond the RFP requirements will be assigned the higher score. Conversely, if there are two or more firms with very similar deliverables and additional value-added services, then the firm with lowest cost will be assigned the higher score.

VI. SELECTING A PROPOSER

A panel comprised of City representatives will evaluate each RFP submission, and will submit recommendations to the City of Glendale Director of Public Works. The Director may submit a recommendation to the City Council, which may select a Proposer.

Only the City Council may approve an award of a Contract to the successful Proposer and no rights or obligations begin under an award until the approval is secured and all parties have duly signed a Contract.

If selected, the successful Proposer must enter into a written Contract with the City within fourteen (14) calendar days.

VII. TIME SCHEDULE FOR PROPOSER SELECTION

The following is the City's **anticipated** schedule for the selection of a Proposer:

- | | |
|---|---------------------------|
| 1. Issuance of RFP | October 15, 2020 |
| 2. Deadline to submit Request for Clarification | October 28, 2020 by 5 PM |
| 3. Deadline to Register (See Section XVII) | October 28, 2020 by 5 PM |
| 4. Deadline for submitting RFP | November 12, 2020 by 4 PM |

It is anticipated that the selected Proposer will begin the work as soon as the Contract is certified.

VIII. INSURANCE REQUIREMENTS

At its expense, the successful Proposer must obtain and maintain insurance, while the Contract is in effect, that fully meets the requirements of— and contains provisions

entirely consistent with— all of the City’s “Insurance Requirements,” which are noted in Exhibit “C”. Evidence of the insurance coverages will need to be in place before a Contractor starts performing the Services. A Proposer must be prepared to meet all City insurance requirements (at no cost to the City), if the Proposer is awarded a Contract. The City will require certificates of insurance and additional insured endorsements when the successful Proposer submits a signed Contract to the City.

IX. PROPOSER’S INDEMNIFICATION OF THE CITY

At its expense, a Proposer agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, and representatives from and against any and all liability, suits, actions, proceedings, judgments, claims, demands, liens, losses, damages, costs, and expenses (including attorneys’ fees, litigation, arbitration, mediation, appeal expenses) if a dispute, lawsuit, or other proceeding arises out of any one or more of the following:

- A Proposer’s submitting the Proposal;
- The City’s accepting a Proposer’s Proposal; or
- The City’s awarding a Contract to a Proposer in compliance with this RFP, or state, federal, or local laws.

X. GENERAL INFORMATION

By submitting a Proposal, a Proposer represents that:

- The RFP is sufficient in scope and detail to indicate and convey reasonable understanding of all requirements, terms, and conditions for performance of the Services required in this Project;
- The Proposer has exercised all necessary due diligence in making investigations and inquiries, examining documents, and inspecting City sites and facilities for this Project;
- The Proposer is fully familiar with— and has fully considered— all facts, conditions, circumstances, and matters that may affect, in any way, the Proposer’s services or costs;
- The Proposal is an irrevocable offer for a period of at least ninety (90) calendar days following the City’s opening of all Proposals; and
- The Proposer is, and will be, in compliance with the RFP’s requirements, terms, and conditions.

Expenses for developing the RFP response are entirely the responsibility of the Proposer and are not chargeable to the City in any manner. The City is not liable for any pre-contractual expenses, which are defined as expenses incurred by the Proposer in:

- Preparing its Proposal in response to this RFP.
- Negotiating with the City any matter related to the Proposal.

- Any other expense incurred by the Proposer before the date of award of the Contract for this RFP.

All Proposals and other material submitted become the property of the City and may be returned only at the City's option. The City reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the Proposal does not affect this right.

XI. CITY OF GLENDALE CONTRACT AGREEMENT

Once selected, the successful Proposer must enter into a written Agreement with the City within fourteen (14) calendar days from the date that the City issues the selected Proposer a "Notice of Intent to Award Contract" or within any extension that the City may allow. The RFP, or any part of it, and the Proposer's responses, will be incorporated into and made a part of the Contract. A copy of the proposed Contract is provided as Exhibit "D". Before any services can commence, the selected Proposer will be required to execute the Contract, which is a standard form of agreement. To facilitate the project's smooth and timely implementation, Proposers responding to this RFP shall review all the terms and conditions of the Contract, including, but not limited to, provisions relating to insurance, indemnity, and termination. The City's policy is that the Contract be accepted as is. By submitting a Proposal to the City in response to this RFP, each Proposer is deemed to have provided its approval to the Contract, accepting it without qualification. If a Proposer seeks limited modification of the Contract, then in the Proposal a Proposer must identify the proposed changes *in its proposal*. **However, changes or qualifications to the Contract may cause rejection of the proposal as non-responsive, in City's determination.**

The City reserves the right to negotiate further the terms and conditions of the Contract. The Proposer whom the City Council selects must cooperate with the City in good faith to negotiate, sign, and deliver the final Contract. The City will draft the Contract and may require the selected Proposer to attend one or more Contract negotiation conferences to discuss possible:

- Revisions to the Contract's service-related terms, conditions, requirements, specifications, or minimum performance standards, other than the insurance and the indemnity provisions; and
- Additions to the Contract, by the parties' mutual agreement, or as a City Ordinance or Resolution, the City's Charter or Municipal Code, or any other law may require.

At any time, and for any reason, if contract negotiations with the selected Proposer fail to progress, to the City's reasonable satisfaction, the City reserves the right to not only end negotiations with the selected Proposer, but also cancel the award and reject the Proposal. At its discretion, the City may then: reopen the proposal process; choose from among the remaining, if any, qualified proposers; reissue the RFP; negotiate directly with any firm for services; or choose not to contract for services.

Within fourteen (14) calendar days after the Proposer Selection or within any extension that the City may allow, the selected Proposer must submit to the City all of the following items:

- Three (3) originals of the Contract, properly signed by the Proposer.
- Insurance certificates and additional insured endorsements that fully conform to the Contract's requirements.

After the City receives the signed Contracts and insurance documents, the City Attorney's office will review the Contract. Additionally, the City Attorney's office or the City's Risk and Insurance Services Manager will review the required insurance. If the selected Proposer has not changed any terms of the Contract, and if the insurance conforms to the Contract's requirements, the City will sign the Contract and return an original of the Contract to the Proposer.

XII. CITY'S RESERVATION OF RIGHTS

When it best serves the interests of the City, City may do any one or more of the following:

- Reject any Proposal or all Proposals at its sole discretion.
- Extend the deadline for accepting Proposals.
- Accelerate the pace of the RFP process if only one or a handful of Proposals are received.
- Waive any or all information, defects, irregularities, or informalities in Proposal.
- Accept amendments to Proposals after the Proposal Deadline.
- Amend, revise, or change the RFP's evaluation or selection criteria.
- Cancel, withdraw, amend, revise, change, or negotiate the terms of this RFP, the proposed Contract, or both.
- Reissue a RFP.
- Generate a short list of consultants.
- Conduct oral interviews.
- Visit Proposers facilities or business.
- Examine financial records of Proposer to the extent necessary to ensure financial stability.
- Make a partial award.
- Negotiate with one or more Proposers.
- Award contracts to one or more Proposers.
- Require a best and final offer from one or more Proposers.
- Provide or perform the Services using a City officer of employee, or contract directly—without an RFP or bids—for the Services.

XIII. FAILURE TO EXECUTE CONTRACT

If the Proposer, to whom the award is made, fails to enter into the Contract as herein provided and furnish proof of insurance within fourteen (14) days of the award, this shall be just cause for the annulment of the award, and an award may, in the discretion of the City, be made to the proposer whose proposal is the next most acceptable to the City in the opinion of the City.

XIV. WITHDRAWAL, CANCELLATION, OR MODIFICATION OF PROPOSAL

Before the Proposal Deadline, a Proposer may withdraw and then modify a Proposal, by giving written notice only, signed by the Proposer. A withdrawal request must be addressed as follows and delivered to:

Yazdan T. Emrani, P.E., Director of Public Works
Department of Public Works
Administration Division
633 E. Broadway, Suite 209
Glendale, CA 91206-4388
Email: yemrani@glendaleca.gov

For a withdrawal to become effective, the City must receive the Proposer's request for withdrawal before the Proposal Deadline. The City will not accept or consider a Proposer's verbal request for modification or withdrawal of a Proposal.

If a Proposer withdraws its Proposal, the withdrawal will not prejudice the Proposer's right to submit a new Proposal, if the new Proposal is submitted: (a) in accordance with the RFP's requirements, and (b) before the Proposal Deadline.

After the Proposal Deadline, a Proposer must not withdraw, cancel, or modify its Proposal for a period of at least ninety (90) calendar days following the Proposals' opening on **November 12, 2020**, subject to the exception described in the next paragraph below. The City may extend the 90-day period upon the City's written request and upon the affected Proposers' written approval.

The City may allow a Proposer to withdraw or cancel a Proposal after the opening of the Proposals, if the Proposer establishes, to the City's satisfaction, that all of the following circumstances exist:

1. The Proposer made a mistake in its Proposal;
2. Within five (5) days after the Proposal's opening, the City receives from the Proposer written notice of the mistake, and the notice specifies in detail how the mistake occurred;
3. The mistake made the Proposal materially different from what the Proposer

- had intended it to be; and
4. The mistake was made in filling out the Proposal and was not due to error in judgment, or carelessness in reading the RFP or the proposed Contract.

XV. LETTER OF OBJECTION

A Proposer, who believes that any part of this RFP is discriminatory against the Proposer or precludes the Proposer from being given reasonable consideration in the procurement process, must submit a letter, clearly stating the specific objections, the areas of concern, and a proposed method for resolving the objections. The Proposer, or the person who is duly authorized to represent the Proposer, must sign the correspondence. The City must receive the letter of objection on or before 5:00 p.m., **October 28, 2020**. The City will not consider any verbal objection. The letter of objection must be addressed as follows and delivered to:

Yazdan T. Emrani, P.E., Director of Public Works
Public Works Department
Administration Division
633 E. Broadway, Suite 209
Glendale, CA 91206-4388
Email: yemrani@glendaleca.gov

Upon the City's timely receipt of the objection letter, the City will review the Proposer's contention(s). If the City decides that the RFP — whether in whole or in part — needs revision, the City will prepare an Addenda.

XVI. INTERIM INQUIRIES AND RESPONSES; INTERPRETATION OR CORRECTION OF RFP

If a Proposer has any question related to this RFP, the proposed Contract, or the Scope of Work— or if a Proposer finds any error, inconsistency, or ambiguity in the RFP, or the proposed Contract, or both— the Proposer must make a "Request for Clarification" before submitting its Proposal.

The Proposer must submit a Request for Clarification in writing only— by letter or email— to:

Edward G. Hitti, P.E., Assistant Director of Public Works/City Engineer
Public Works Department
Engineering Division
633 E. Broadway, Room 205
Glendale, CA 91206-4388
Email: Ehitti@glendaleca.gov

The City must receive the Request for Clarification on or before **October 28, 2020** at 5:00 p.m.

If necessary, the City will make clarifications, interpretations, corrections, or changes to the RFP, or the proposed Contract, or both, in writing by issuing Addenda, as described in Section XVII (below). A Proposer must not rely upon, and the City is not bound by, purported clarifications, interpretations, corrections, or changes to the RFP and the proposed Contract, that are made verbally or in a manner other than a written advisory from the City.

XVII. ADDENDA

Each proposer that plans to submit **a proposal must register** to ensure that they receive any Project updates and/or addenda. To register, please forward your company name, contact person/title and contact information to Edward G. Hitti, P.E., Assistant Director of Public Works/City Engineer at EHitti@glendaleca.gov.

The City will issue Addenda in writing only. The City will make reasonable efforts to deliver Addenda to all Proposers whom the City knows have received the RFP and have provided a street address for receipt of Addenda. The City cannot guarantee that all Proposers will receive all Addenda. At any time before the "Proposal Deadline", the City may issue Addenda withdrawing the RFP or postponing the Proposal Deadline. However, if any Addenda results in a material change to this RFP, or the proposed Contract, or both, the City will extend the Proposal Deadline by not less than seventy-two (72) hours. The City will treat transmittal of Addenda to potential Proposers by U.S. mail, fax, or e-mail as sufficient notice of the changes made by the City.

A Proposer must not rely upon, and the City is not bound by, purported clarifications, interpretations, corrections, or changes to the RFP and the proposed Contract, that are made verbally or in a manner other than a written advisory from the City.

EXHIBIT A
SCOPE OF WORK

I. GENERAL PROJECT DESCRIPTION AND STATEMENT OF PURPOSE

The City of Glendale (“City”) Department of Public Works is requesting proposals from qualified firms to prepare a performance measure Level of Service analysis (Synchro Model) for 155 signalized intersections.

The proposal shall be divided into two phases as follows:

Phase A: This phase will include 106 intersections within the Glendale regionally significant major arterials (San Fernando Road, Glenoaks Blvd and Glendale Ave) and the key corridors (Central Ave, Brand Blvd, Colorado St and Broadway), see figures III and IV.

Phase B: This phase is optional and will include the remaining 49 intersections throughout the City (Figures I, II, III, & IV). This optional phase may or may not be included in the contract, subject to funding resources and availability.

This project is located Citywide.

II. SCOPE OF SERVICES

At a minimum the proposed program must address the following requirements:

A) **Level of Service Model:**

1. Acquire turning movement counts for AM, PM and Mid-day (off-peak) periods for each intersection.
2. Conduct field inventory of existing lane configurations.
3. Prepare intersection Level of Service model, using Synchro software platform, for existing AM, PM and mid-day (off-peak) periods plans.
4. Develop mitigation measures to maintain an acceptable Level of Service (LOS) for intersections with LOS D or worst.

B) **Implementation schedule for this project will be as follows:**

Level of Service Model	Completion Date
Final Draft	June 2021

EXHIBIT A
SCOPE OF WORK

C) List of intersections:

Table below is shown a list of intersections for proposed level of service analysis for phases A and B. Figures I through IV are shown corresponding locations for proposed Synchro model.

Node #	Location	Jurisdiction	Phase
1	Foothill Blvd @ Lowell Ave	City of Glendale	B
2	Foothill Blvd @ Boston Ave	City of Glendale	B
3	Foothill Blvd @ Lauderdale Ave	City of Glendale	B
4	Foothill Blvd @ Dunsmore Ave	City of Glendale	B
5	Foothill Blvd @ New York Ave	City of Glendale	B
6	Foothill Blvd @ Pennsylvania Ave	Glendale/County of LA	B
7	Honolulu Ave @ Boston Ave	City of Glendale	B
8	Honolulu Ave @ Dunsmore Ave	City of Glendale	B
9	Honolulu Ave @ New York Ave	City of Glendale	B
10	Honolulu Ave @ Pennsylvania Ave	City of Glendale	B
11	Honolulu Ave @ Whiting Woods Rd	City of Glendale	B
12	Honolulu Ave @ Ramsdell Ave	City of Glendale	B
13	Colorado St @ Chevy Chase Dr	City of Glendale	A
14	La Crescenta Ave @ Honolulu Ave	City of Glendale	B
15	La Crescenta Ave @ Shirleyjean St	City of Glendale	B
16	La Crescenta Ave @ Roselawn Ave	City of Glendale	B
17	La Crescenta Ave @ Verdugo Rd	City of Glendale	B
18	Cañada Blvd @ Verdugo Rd / Menlo Dr	City of Glendale	B
19	Cañada Blvd @ Country Club Dr/Santa Maria	City of Glendale	B
20	Cañada Blvd @ Glorietta Ave	City of Glendale	B
21	Cañada Blvd @ Del Valle Ave	City of Glendale	B
22	Cañada Blvd @ Opechee Wy	City of Glendale	B
23	Cañada Blvd @ Wabasso Wy	City of Glendale	B
24	Cañada Blvd @ Colina Dr	City of Glendale	B
25	Cañada Blvd @ Parking lot 34/Verdugo Park	City of Glendale	B
26	Glorietta Ave @ Verdugo Rd	City of Glendale	B
27	Fern Ln @ Verdugo Rd	City of Glendale	B
28	Verdugo Rd @ Wabasso Wy	City of Glendale	B
29	Crestmont Ct @ Verdugo Rd	City of Glendale	B
30	Verdugo Rd @ Verdugo Loma Dr	City of Glendale	B
31	Towne St @ Verdugo Rd/Campus Wy	City of Glendale	B
32	Cañada Blvd @ Verdugo Rd (S)	City of Glendale	B
33	Civic Auditorium @ Verdugo Rd	City of Glendale	B
34	Mountain St @ Verdugo Rd	City of Glendale	B
35	Glendale Bl @ Verdugo Rd	City of Glendale	B

EXHIBIT A
SCOPE OF WORK

36	Glenoaks Blvd @ Verdugo Rd	City of Glendale	B
37	Monterey Rd @ Verdugo Rd	City of Glendale	B
38	Chevy Chase Dr @ Verdugo Rd	City of Glendale	B
39	Verdugo Rd @ Wilson Ave	City of Glendale	B
40	Broadway @ Verdugo Rd	City of Glendale	A
41	Verdugo Rd @ Harvard St	City of Glendale	B
42	Colorado St @ Verdugo Rd	City of Glendale	A
43	Verdugo Rd @ Maple St	City of Glendale	B
44	Verdugo Rd @ Acacia Ave	City of Glendale	B
45	Glendale Ave @ Glenoaks Blvd	City of Glendale	A
46	Glendale Ave @ Monterey	City of Glendale	A
47	Doran St @ Glendale Ave	City of Glendale	A
48	Glendale Ave @ Lexington Dr	City of Glendale	A
49	California Ave @ Glendale Ave	City of Glendale	A
50	Glendale Ave @ Wilson Ave	City of Glendale	A
51	Broadway @ Glendale Ave	City of Glendale	A
52	Glendale Ave @ Harvard St	City of Glendale	A
53	Colorado St @ Glendale Ave	City of Glendale	A
54	Glendale Ave @ Lomita Ave	City of Glendale	A
55	Glendale Ave @ Maple St	City of Glendale	A
56	Glendale Ave @ Windsor Rd	City of Glendale	A
57	Acacia Ave @ Glendale Ave	City of Glendale	A
58	Chevy Chase Dr @ Glendale Ave	City of Glendale	A
59	Glendale Ave @ Los Feliz Rd	City of Glendale	A
60	Glenoaks Blvd @ Elm Ave	City of Glendale	A
61	Allen Ave @ Glenoaks Blvd	City of Glendale	A
62	Glenoaks Blvd @ Irving Av	City of Glendale	A
63	Glenoaks Blvd @ Western Ave	City of Glendale	A
64	Glenoaks Blvd @ Justin WB	City of Glendale	A
65	Glenoaks Blvd @ Sonora Ave	City of Glendale	A
66	Glenoaks Blvd @ Rosedale Ave	City of Glendale	A
67	Glenoaks Blvd @ Grandview Ave	City of Glendale	A
68	Glenoaks Blvd @ Graynold Ave	City of Glendale	A
69	Glenoaks Blvd @ Highland Ave	City of Glendale	A
70	Concord St @ Glenoaks Ave	City of Glendale	A
71	Glenoaks Ave @ Kenilworth Ave	City of Glendale	A
72	Glenoaks Blvd @ Pacific Ave	City of Glendale	A
73	Central Ave @ Glenoaks Blvd	City of Glendale	A
74	Brand Blvd @ Glenoaks Blvd	City of Glendale	A
75	Allen Ave @ San Fernando Rd	City of Glendale	A
76	San Fernando Rd @ Western Ave	City of Glendale	A
77	San Fernando Rd @ Justin Ave	City of Glendale	A

EXHIBIT A
SCOPE OF WORK

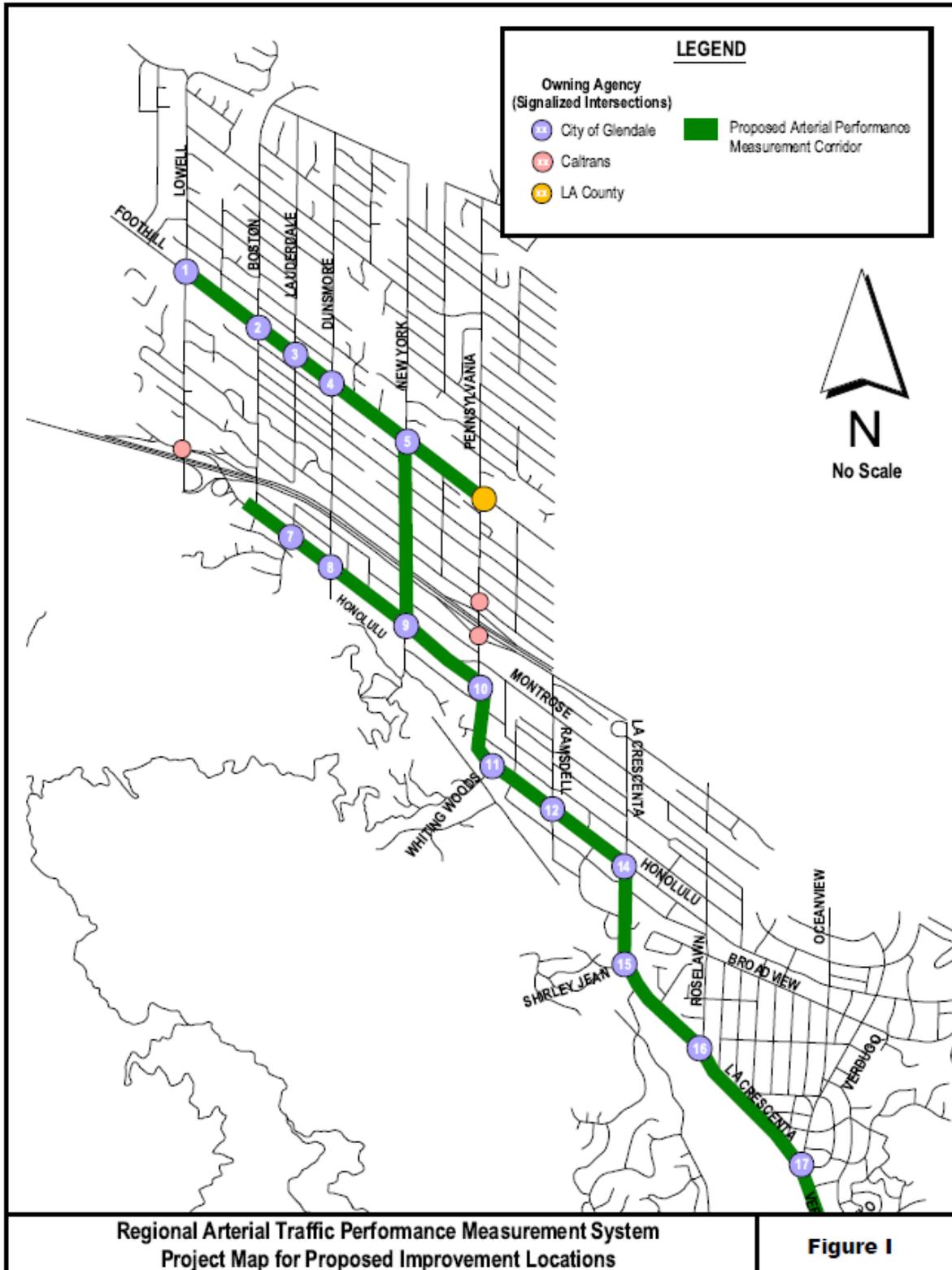
78	San Fernando Rd @ Sonora Ave	City of Glendale	A
79	San Fernando Rd @ Rosedale Ave	City of Glendale	A
80	San Fernando Rd @ Grandview Ave	City of Glendale	A
81	San Fernando Rd @ Flower St/ Pelanconi	City of Glendale	A
82	San Fernando Rd @ Highland Ave	City of Glendale	A
83	San Fernando Rd @ Fairmont Ave	City of Glendale	A
84	San Fernando Rd @ Doran	City of Glendale	A
85	San Fernando Rd @ California	City of Glendale	A
86	San Fernando Rd @ Broadway/Brazil	City of Glendale	A
87	San Fernando Rd @ Harvard St	City of Glendale	A
88	San Fernando Rd @ Colorado St	City of Glendale	A
89	San Fernando Rd @ Elk Ave	City of Glendale	A
90	San Fernando Rd @ Riverdale Dr	City of Glendale	A
91	San Fernando Rd @ Pacific Ave	City of Glendale	A
92	San Fernando Rd @ Chevy Chase Dr	City of Glendale	A
93	San Fernando Rd @ Magnolia Ave	City of Glendale	A
94	San Fernando Rd @ Los Feliz Rd	City of Glendale	A
95	San Fernando Rd @ Central Ave	City of Glendale	A
96	San Fernando Rd @ Cerritos Ave	City of Glendale	A
97	San Fernando Rd @ Brand Blvd	City of Glendale	A
98	San Fernando Rd @ Glendale Ave	City of Glendale	A
99	Pacific Ave @ Doran St	City of Glendale	B
100	Pacific Ave @ Lexington Dr	City of Glendale	B
101	Pacific Ave @ California Ave	City of Glendale	B
102	Pacific Ave @ Wilson Ave	City of Glendale	B
103	Pacific Ave @ Broadway	City of Glendale	A
104	Pacific Ave @ Colorado St	City of Glendale	A
105	Pacific Ave @ Vine St	City of Glendale	B
106	Pacific Ave @ Riverdale Dr	City of Glendale	B
107	Central Ave @ Arden Ave	City of Glendale	A
108	Central Ave @ Burchett St	City of Glendale	A
109	Central Ave @ Pioneer Dr	City of Glendale	A
110	Central Ave @ Doran St	City of Glendale	A
111	Central Ave @ Milford St	City of Glendale	A
112	Central Ave @ Lexington Dr	City of Glendale	A
113	Central Ave @ California Ave	City of Glendale	A
114	Central Ave @ Wilson Ave	City of Glendale	A
115	Central Ave @ Broadway	City of Glendale	A
116	Colorado St @ Adams St	City of Glendale	A
117	Central Ave @ Americana Way	City of Glendale	A
118	Central Ave @ Colorado St	City of Glendale	A
119	Central Ave @ Lomita Ave	City of Glendale	A

EXHIBIT A
SCOPE OF WORK

120	Central Ave @ Maple Ave	City of Glendale	A
121	Central Ave @ Windsor Ave	City of Glendale	A
122	Central Ave @ Chevy Chase Dr	City of Glendale	A
123	Central Ave @ Los Feliz Rd	City of Glendale	A
124	Brand Blvd @ Monterey Rd	City of Glendale	A
125	Brand Blvd @ Doran St	City of Glendale	A
126	Brand Blvd @ Milford St	City of Glendale	A
127	Brand Blvd @ Lexington Dr	City of Glendale	A
128	Brand Blvd @ California Ave	City of Glendale	A
129	Brand Blvd @ Wilson Ave	City of Glendale	A
130	Brand Blvd @ Broadway	City of Glendale	A
131	Colorado St @ Everett St	City of Glendale	A
132	Brand Blvd @ Harvard St	City of Glendale	A
133	Brand Blvd @ Caruso Way	City of Glendale	B
134	Brand Blvd @ Colorado St	City of Glendale	A
135	Brand Blvd @ Lomita Ave	City of Glendale	A
136	Brand Blvd @ Maple St	City of Glendale	A
137	Brand Blvd @ Garfield Ave	City of Glendale	A
138	Brand Blvd @ Chevy Chase Dr	City of Glendale	A
139	Brand Blvd @ Palmer Ave	City of Glendale	A
140	Brand Blvd @ Los Feliz Rd	City of Glendale	A
141	Brand Blvd @ Cerritos Ave	City of Glendale	A
142	Broadway @ Columbus Ave	City of Glendale	A
143	Broadway @ Galleria Way	City of Glendale	A
144	Broadway @ Orange St	City of Glendale	A
145	Broadway @ Artsakh	City of Glendale	B
146	Broadway @ Louise St	City of Glendale	A
147	Broadway @ Kenwood St	City of Glendale	A
148	Broadway @ Jackson St	City of Glendale	A
149	Broadway @ Isabel St	City of Glendale	A
150	Broadway @ Adams St	City of Glendale	A
151	Broadway @ Chevy Chase Dr	City of Glendale	A
152	Colorado St @ Louise St	City of Glendale	A
153	Colorado St @ Kenilworth Ave	City of Glendale	A
154	Colorado St @ Columbus Ave	City of Glendale	A
155	Colorado St @ Galleria	City of Glendale	A

EXHIBIT A

SCOPE OF WORK



**Regional Arterial Traffic Performance Measurement System
 Project Map for Proposed Improvement Locations**

Figure 1

EXHIBIT A
SCOPE OF WORK

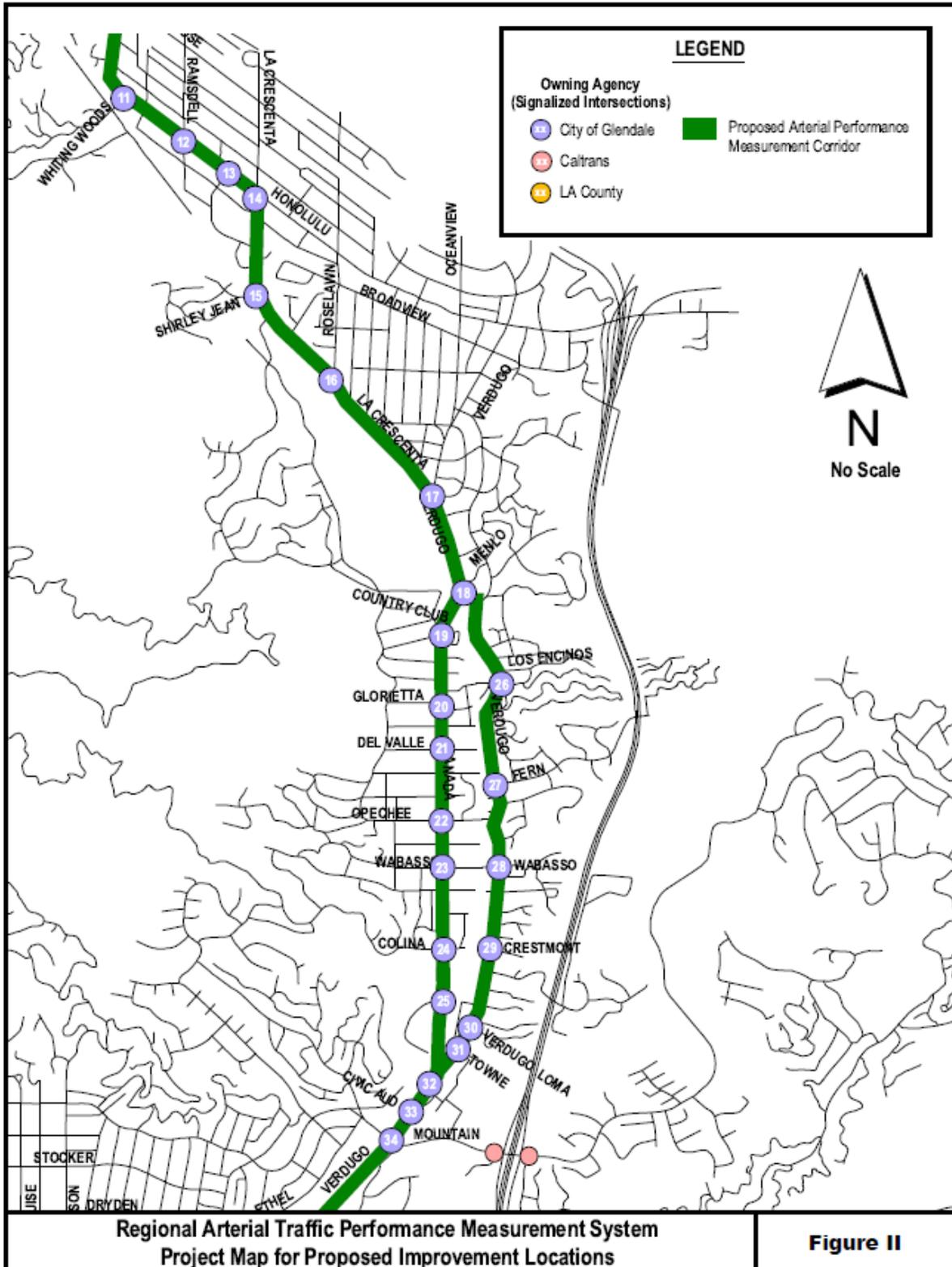
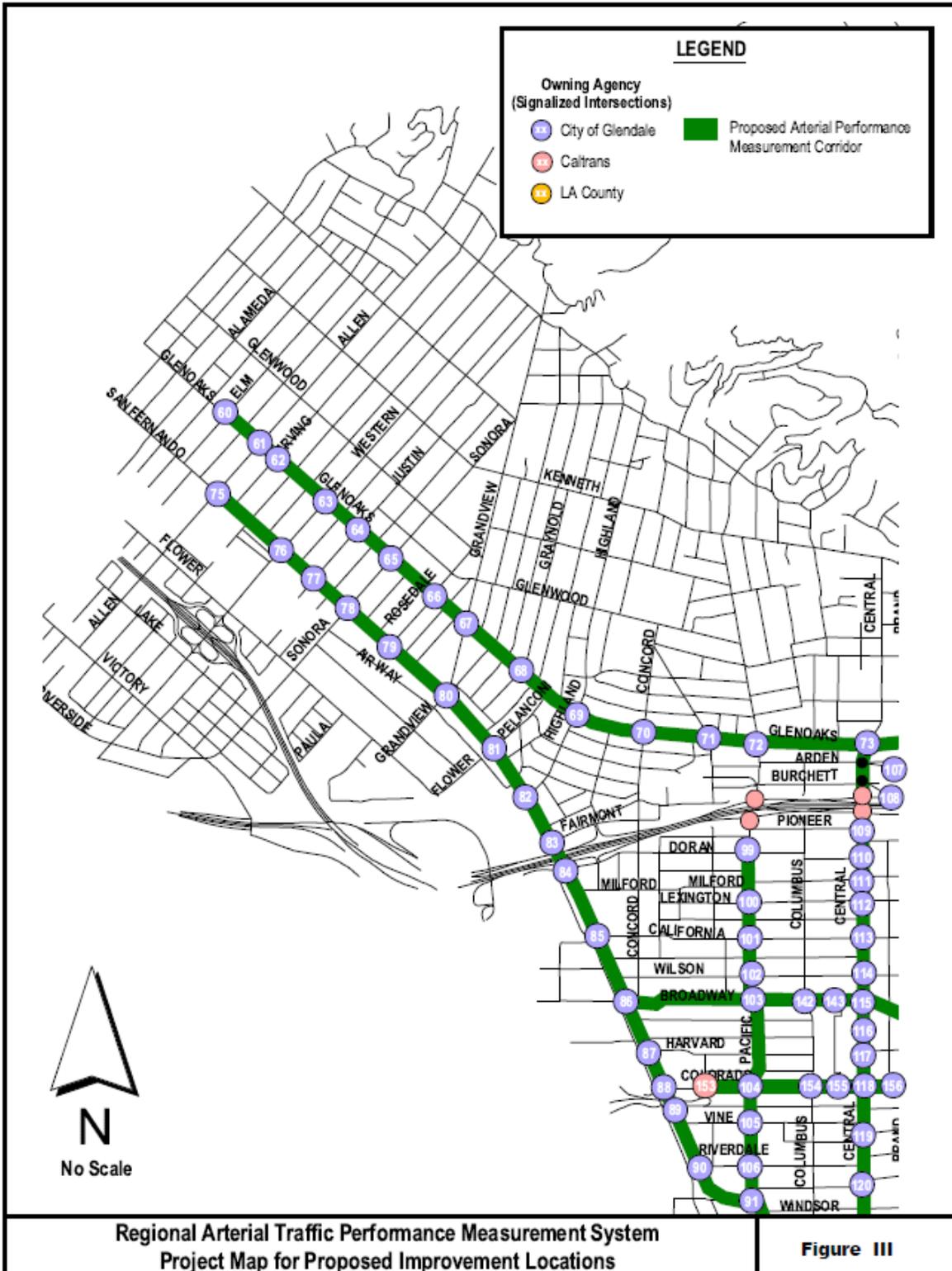


EXHIBIT A

SCOPE OF WORK



Regional Arterial Traffic Performance Measurement System
 Project Map for Proposed Improvement Locations

Figure III

EXHIBIT A SCOPE OF WORK

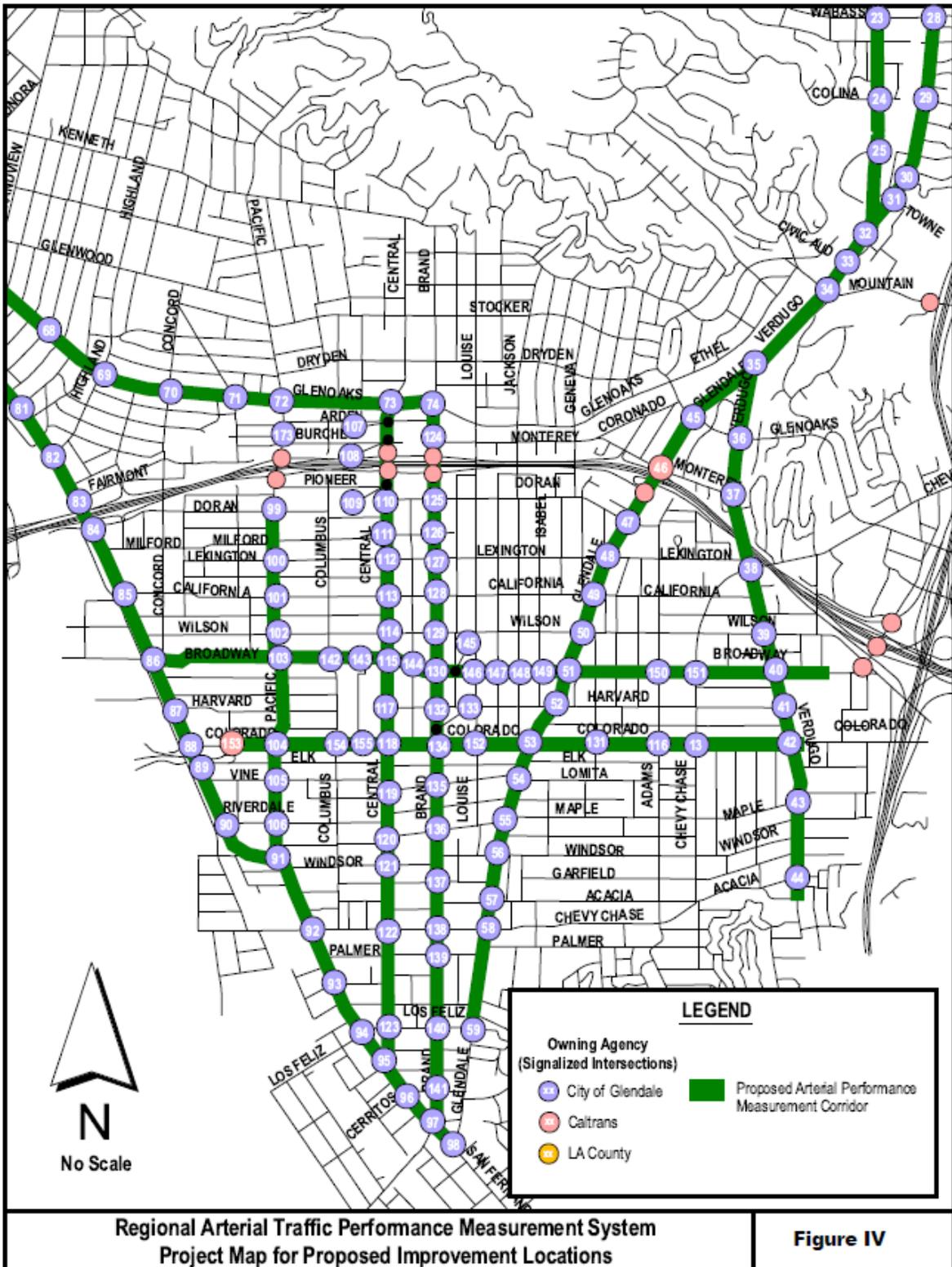


EXHIBIT A
SCOPE OF WORK

D) **Prepare Draft and Final Reports**

The final Level of Service (LOS) report will provide a summary of the analysis for each intersection for AM, PM and Mid-day (off-peak) periods. A Draft Report shall be provided to the City for its review and comments. Once the City provides the Consultant with its revisions and comments, the Consultant shall finalize the report accordingly. In addition, the Consultant shall submit all final Synchro electronic outputs files (*.syn) to the City. The report will provide the City with information on:

1. Complete Synchro intersection summary report for current condition for AM, PM, and Mid-day (off-peak) periods for each intersection.
2. A list of priority intersections with level of service D or worse for existing condition;
3. Corresponding recommendations for improvement (mitigation measures) for intersections with level of service D or worse.
4. Optimized Synchro summary reports, including recommended cycle lengths, splits and offsets for AM, PM, and mid-day (off-peak).

E) **Status Meetings**

There will be as-needed bi-weekly status meetings between the Consultant and the City's project team. Consultant is expected to prepare and provide the meeting agenda 48 hours prior to the meeting. Consultant is also expected to submit the meeting minutes to the City within 48 hours following each of these meetings.

III. STAFF CONTACTS FOR PROPOSAL QUESTIONS

All questions related to this RFP shall be in writing only, and submitted by or prior to October 28, 2020 at 5:00 PM, to Edward G. Hitti, P.E., Assistant Director of Public Works/City Engineer, EHitti@glendaleca.gov

IV. TIME SCHEDULE

Five (5) months will be allowed for the completion of the project, from the date of award. This will allow the City to meet its schedule commitments with the Los Angeles County Metropolitan Transportation Authority (Metro). This is a key element in consideration of the proposals, so every effort should be made to adhere to this schedule. The final draft must to be submitted by June 2021, as listed above

EXHIBIT B

Proposer's Affidavit of Noncollusion Form

I, _____ under penalty of perjury, state as follows:

1. That I am the _____ (Title of office if a corporation: "sole owner,"

"Partner," or other proper title) of _____,
(hereinafter called "Proposer") who has submitted to the **City of Glendale** a Proposal for the

(Name of Proposal/Type of Proposal);

2. That said Proposal is genuine; that the same is not sham; that all statements of fact therein are true;

3. That said Proposal is not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not named or disclosed;

4. That Proposer did not, directly or indirectly induce, solicit, agree, collude, conspire or contrive with anyone else to submit a false or sham proposal, to refrain from proposing, or withdraw his/her proposal, to raise or fix the proposal price of Proposer or of anyone else, or to raise or fix any overhead profit, or any cost element of Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interests of the City of Glendale, or of any other Proposer, or anyone else interested in the proposed Agreement;

5. That the Proposer has not in any manner sought by collusion to secure for himself/herself/itself an advantage over any other Proposer or induce action prejudicial to the interests of the City of Glendale or of any other Proposer, or anyone else interested in the proposed Agreement;

6. That the Proposer did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Glendale, or to any person or persons who have partnership or other financial interest with said Proposer in his/her business.

We/I declare under penalty of perjury that the foregoing is true and correct.

Dated this _____ day of _____, 20__

Name of Company: _____

By: _____

Title: _____

EXHIBIT C-
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES AGREEMENT

“PROFESSIONAL LIABILITY” INSURANCE

1.1 Without limiting CONSULTANT’s liability and at its sole expense, CONSULTANT shall obtain, pay for, and maintain a Professional Liability insurance policy.

1.2 The Professional Liability policy must:

- (A) Include “**errors and omissions**” coverage or “**malpractice**” coverage;
- (B) Afford “**practice specific**” or “**project specific**” coverage;
- (C) Provide limits of liability in an amount not less than:
 - (1) ONE MILLION DOLLARS (\$1,000,000) per claim; and
 - (2) TWO MILLION DOLLARS (\$2,000,000) in the aggregate;
- (D) Cover a claim or claims arising out of the performance of professional services by:
 - (1) CONSULTANT;
 - (2) CONSULTANT’s Subconsultant(s);
 - (3) Anyone whom CONSULTANT or its Subconsultant(s) directly or indirectly employs or uses; or
 - (4) Anyone whose acts CONSULTANT or its Subconsultant(s) may be liable; and
- (E) Provide coverage for:
 - (1) The duration of this Agreement; and
 - (2) At least three (3) years after the Project’s completion:
 - (a) CONSULTANT shall obtain, pay for, and maintain an endorsement that adds an “extended reporting period” (“ERP”) or a “discovery” feature— to allow CITY to report a claim— for a period of not less than three (3) years following the initial policy’s expiration, or following CITY’s recordation of its “notice of completion” for the Project, whichever date is later. The endorsement for the ERP or discovery feature must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above; or
 - (b) CONSULTANT shall obtain, pay for, and maintain successive renewal or replacement policies (with “prior acts” coverage), for a period of three (3) years following the initial policy’s expiration, or following CITY’s recordation of its “notice of completion” for the Project, whichever date is later. Each policy must have a “retroactive date” that coincides with, or is earlier than, this Agreement’s Effective Date. Additionally, each policy must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above.

1.3 All ERP or discovery endorsements, renewal policies, and replacement coverage policies are subject to CITY’s review and approval, in its sole discretion.

1.4 CONSULTANT shall pay the full amount of all deductibles and any self-insured retention per claim for coverage under the Professional Liability insurance policy.

EXHIBIT C-
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES AGREEMENT

“WORKERS’ COMPENSATION” INSURANCE

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— for the duration of this Agreement:

- (A) Complete Workers’ Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and
- (B) Employer’s Liability insurance in an amount not less than:
 - (1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
 - (2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
 - (3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

1.2 CONSULTANT shall provide CITY with a “*certificate of insurance*”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement’s workers’ compensation insurance requirements.

1.3 CITY shall not be liable to CONSULTANT’s personnel, or anyone CONSULTANT directly or indirectly employs or uses, for a claim at law or in equity arising out of CONSULTANT’s failure to comply with this Agreement’s workers’ compensation insurance requirements.

EXHIBIT C-
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES AGREEMENT

“COMMERCIAL GENERAL LIABILITY” OR “BUSINESSOWNERS LIABILITY” INSURANCE

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— a “Commercial General Liability” or a “Businessowners Liability” insurance policy on an **occurrence** basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives (collectively, “CITY AND ITS REPRESENTATIVES”) as **additional insureds**.

1.2 Coverage afforded to CITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to CONSULTANT. If CONSULTANT has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to CITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;
- (C) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage; and
- (D) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.

1.3 The liability insurance must include all major divisions of coverage and must cover:

- (A) Premises Operations (including Explosion, Collapse, and Underground [“X,C,U”] coverages as applicable);
- (B) Independent Contractors’ Protective Liability;
- (C) Products and Completed Operations (maintain same limits as above until five (5) years after recordation of Notice of Completion);
- (D) Personal and Advertising Injury (with Employer’s Liability Exclusion deleted);
- (E) Contractual Liability; and
- (F) Broad Form Property Damage.

1.4 CONSULTANT shall provide CITY with a “***certificate of insurance***,” an “***additional insured endorsement***,” and a subrogation endorsement, “***Waiver of Transfer to Rights of Recovery Against Others***”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

City of Glendale

RFP#PWE 2020-06 for Glendale Regional Arterial Traffic Performance Measurement System (RATPMS)

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

EXHIBIT C-
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES AGREEMENT

“BUSINESS AUTOMOBILE” LIABILITY INSURANCE

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— a “Business Automobile” insurance policy on an **occurrence** basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as **additional insureds**.

1.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or
- (C) TWO MILLION DOLLARS (\$2,000,000) combined single limit (“CSL”).

1.3 The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.

1.4 CONSULTANT shall provide CITY with a “***certificate of insurance***” and an “***additional insured endorsement***”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

EXHIBIT C-
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES AGREEMENT

GENERAL REQUIREMENTS

1.1 At all times, the insurance company issuing the policy must meet all three of these requirements:

- (A) It must be “admitted” insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance’s “List of Approved Surplus Line Insurers” (“LASLI”);
- (B) It must be domiciled within, and organized under the laws of, a State of the United States; and
- (C) It must carry a minimum A.M. Best Company Financial Strength Rating of “A:VII,” or better.

1.2 If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, CONSULTANT shall submit to CITY— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages’ continuation.

1.3 A deductible or self-insured retention is subject to CITY’s review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

- (A) The amount of the deductible, or self-insured retention, or both;
- (B) Whether a limit of insurance has been lowered by any pending or paid claim; and
- (C) The current limit amount, as lowered by the pending or paid claim.

1.4 Despite any conflicting or contrary provision in CONSULTANT’s insurance policy:

- (A) If CONSULTANT’s insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, “its representatives”) as additional insureds, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:
 - (1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and
 - (2) Defend— and pay the costs of defending— CITY, or its representatives, or both;
- (B) CONSULTANT’s insurance is primary;
- (C) Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONSULTANT’s insurance;
- (D) CITY’s insurance, or self-insurance, or both, will not contribute with CONSULTANT’s insurance policy;
- (E) CONSULTANT and CONSULTANT’s insurance company waive— and shall not exercise— any right of recovery or subrogation that CONSULTANT or the insurer may have against CITY, or its representatives, or both;
- (F) CONSULTANT’s insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company’s limits of liability;

- (G) CONSULTANT's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and
- (H) CITY is not liable for a premium payment or another expense under CONSULTANT's policy.

1.5 At any time during the duration of this Agreement, CITY may do any one or more of the following:

- (A) Review this Agreement's insurance coverage requirements; or
- (B) Require that CONSULTANT:
 - (1) Obtain, pay for, and maintain more or less insurance depending on CITY's assessment of any one or more of the following factors:
 - (a) CITY's risk of liability or exposure arising out of, or in any way connected with, the services of CONSULTANT under this Agreement;
 - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of CONSULTANT under this Agreement; or
 - (c) The availability, or affordability, or both, of increased liability insurance coverage;
 - (2) Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or
 - (3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for liability, or costs, or both, that CITY incurs during CITY's investigation, administration, or defense of a claim or a suit arising out of this Agreement.

1.6 CONSULTANT shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONSULTANT must maintain after the Final Payment.

1.7 CONSULTANT's insurance company or self-insurance administrator shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

1.8 CONSULTANT shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONSULTANT shall deliver to CITY evidence of the required coverage as proof that CONSULTANT's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

1.9 At any time, upon CITY's request, CONSULTANT shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONSULTANT's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk Manager.

1.10 If CONSULTANT hires, employs, or uses a Subconsultant to perform work, services, operations, or activities on CONSULTANT's behalf, CONSULTANT shall ensure that the Subconsultant:

- (A) Meets, and fully complies with, this Agreement's insurance requirements;
- (B) Delivers to CITY— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and
- (C) Furnishes CITY, at any time upon its request, with a complete copy of the Subconsultant's insurance policy or policies for CITY's review, or approval, or both.

City of Glendale

RFP#PWE 2020-06 for Glendale Regional Arterial Traffic Performance Measurement System (RATPMS)

1.11 CONSULTANT's failure to comply with an insurance provision in this Agreement constitutes a breach upon which CITY may immediately terminate or suspend CONSULTANT's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONSULTANT shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONSULTANT.

EXHIBIT C-
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES AGREEMENT

CONSULTANT'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

1.1 CONSULTANT shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONSULTANT signs and delivers the Agreement to CITY, CONSULTANT also shall deliver:

- (A) A "certificate of insurance" for each required liability insurance coverage;
- (B) Additional Insured Endorsement for "General Liability/Automobile Liability", unless this Agreement does not require CONSULTANT to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;
- (C) A subrogation endorsement, "Waiver of Transfer to Rights of Recovery Against Others," for Commercial General Liability coverage or Businessowners Liability coverage;
- (D) A "certificate of insurance" for Workers' Compensation insurance; or
If CONSULTANT is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California; or
If CONSULTANT is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form;
- (F) A complete copy of CONSULTANT's Professional Liability insurance policy, including all forms and endorsements attached to it.

1.2 CITY will neither sign this Agreement nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved the insurance documents. CITY's decision as to the acceptability of all insurance documents is final. Unless CONSULTANT obtains CITY's written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION

2.1 This Agreement's insurance provisions:

- (A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

EXHIBIT D
SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)
RFP No. and Title

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF GLENDALE
AND

THIS AGREEMENT (“Agreement”), effective _____, 20____ (“Effective Date”), is between the City of Glendale (“CITY”), a municipal corporation, and _____ (“CONSULTANT”), a [(Name of State) corporation/partnership/ limited partnership/ limited liability company/ a sole proprietor/ an individual] (collectively, “PARTIES” or individually, “PARTY”).

RECITALS

A. CITY is a public entity organized and existing under its Charter and the State of California’s Constitution.

B. CONSULTANT represents that CONSULTANT is, and will continue to be for this Agreement’s duration, a [(Name of State) corporation in good standing/partnership/ limited partnership/ limited liability company/ a sole proprietorship/ an individual.] **[NOTE: staff must verify corporate status/ partnership/ LLC and Consultant’s license, if any, and obtain proof.] [ADD, IF APPLICABLE: (which) (who) employs persons who are duly registered or licensed to practice in the State of California.]**

C. CONSULTANT possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement’s tasks in a professional and competent manner.

D. CONSULTANT desires to furnish and perform professional services for CITY, on the terms and conditions described in this Agreement. CONSULTANT has the legal authority to provide, engage in, and carry out the professional services set forth in this Agreement.

AGREEMENT

THEREFORE, CITY engages CONSULTANT’s services, and in consideration of the PARTIES’ mutual promises, the PARTIES agree as follows:

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

1.0 INCORPORATION OF RECITALS

1.1. The Recitals constitute the factual basis upon which CITY and CONSULTANT have entered into this Agreement. CITY and CONSULTANT acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

2.0 TERM

2.1. **[OPTION 1]** This Agreement begins on the Effective Date, and continues in effect until completion of the work described in Article 3, unless this Agreement ends sooner according to the terms elsewhere in this document.

3.0 SERVICES

3.1. **Scope of Work.** CONSULTANT shall [specify services to be provided] ("the Services") in accordance with the Scope of Work [**ADD, IF APPLICABLE:** and Fee Schedule], which is attached as "Exhibit A" to this Agreement and is incorporated into it by this reference. [**NOTE: "Exhibit A" must set forth in detail the nature and extent of services that professional person or firm will render. Scope of Work should identify specific tasks, list and describe any deliverables, and specify procedures/ criteria for acceptance.**]

3.2. **Written Authorization.**

(A) CONSULTANT shall not make changes in the Scope of Work, perform any additional work, or provide any additional material, without first obtaining written authorization from CITY. If CONSULTANT provides additional services or materials without written authorization, or if CONSULTANT exceeds the Maximum Cost in Paragraph 7.4 of this Agreement, CONSULTANT proceeds at CONSULTANT's own risk and without payment.

(B) CITY will authorize CONSULTANT to proceed with discrete tasks by issuing written Task Orders. Receipt of a written Task Order, signed by CITY's Project Manager, is a prerequisite for CONSULTANT to proceed with each task. [**ADD, IF APPLICABLE:** Each Task Order will specify a not-to-exceed price and a schedule for completion of the task. CONSULTANT shall not exceed the not-to-exceed price in each Task Order.] In performing each phase or task, CONSULTANT shall not exceed the Maximum Cost in Paragraph 7.4 of this Agreement. Issuance of a Task Order neither authorizes CONSULTANT to incur expenditures in excess of the Maximum Cost, nor relieves CONSULTANT from its responsibility for completing all of the Services within the Maximum Cost.

3.3. **Professional Standard of Care.**

During this Agreement's Term:

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

(A) CONSULTANT and its Subconsultants, subcontractors, employees, and agents (collectively, "CONSULTANT PARTIES") shall perform all of the Services in this Agreement in an expeditious and professional manner, using professionals properly licensed and duly qualified to perform the Services.

(B) CONSULTANT PARTIES shall perform the work described in this Agreement in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONSULTANT PARTIES' profession currently practicing in California. By delivering the completed work, CONSULTANT PARTIES represent and certify that their work conforms to: the requirements of this Agreement; all applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

(C) CONSULTANT PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation: site conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions; applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that CITY provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by CITY.

(D) When the Scope of Work requires or permits CITY's review, approval, conditional approval, or disapproval, CONSULTANT acknowledges that CITY's review, approval, conditional approval, or disapproval:

- (1) Is solely for the purposes of administering this Agreement and determining whether CONSULTANT is entitled to payment for its Services;
- (2) Is not to be construed as a waiver of any breach, or acceptance by CITY, of any responsibility— professional or otherwise— for the Services or CONSULTANT's work product;
- (3) Does not relieve CONSULTANT of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

(4) Does not relieve CONSULTANT from liability for damages arising out of CONSULTANT's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(E) Without additional compensation to CONSULTANT and at no cost to CITY, CONSULTANT shall correct or revise all errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, or other services.

4.0 TIME FOR PERFORMANCE

[Select one of the following alternatives:]

4.1. **[OPTION 1]** CONSULTANT shall complete all of the Services by [DATE] .

4.2. If the Project Time Schedule calls for performance of the Services in phases or discrete increments, CONSULTANT shall not proceed from one phase or increment to the next without written authorization from CITY's Project Manager.

4.3. **Force Majeure.** If an event or condition constituting a "force majeure"— including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, or natural disaster— prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in Default, under Paragraph 13.1 of this Agreement, of the obligation. A delay beyond a PARTY's control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to perform the obligation under this Agreement. The PARTIES shall prepare and sign an appropriate document acknowledging any extension of time under this Paragraph.

5.0 PERSONNEL

5.1. **Project Management.** Each PARTY shall appoint a Project Manager. The Project Managers shall meet [**SET FORTH SPECIFIC TIMES: hourly/ daily/ weekly/ as needed**] to coordinate, review, and ensure CONSULTANT's performance under this Agreement. CITY's Project Manager will oversee the administration of CONSULTANT's tasks under this Agreement.

5.2. **Key Personnel.** CONSULTANT's project team shall work under the direction of the following key personnel [**IDENTIFY CONSULTANT's KEY PERSONNEL AND TITLE**]. [**OR STATE: CONSULTANT shall employ the key personnel identified in "Exhibit A."**] CONSULTANT shall minimize changes to its key personnel.

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

CITY may request key personnel changes, and CITY may review and approve key personnel changes proposed by CONSULTANT. CITY will not unreasonably withhold approval of key personnel assignments and changes.

5.3. **Use of Agents or Assistants.** With CITY's prior written approval, CONSULTANT may employ, engage, or retain the services of persons or entities ("Subconsultants") that CONSULTANT may deem proper to aid or assist in the proper performance of CONSULTANT's duties. CITY is an intended beneficiary of all work that the Subconsultants perform for purposes of establishing a duty of care between the Subconsultants and CITY. CONSULTANT is as responsible for the performance of its Subconsultants as it would be if it had rendered the Services itself. All costs of the tasks performed or the expenses incurred by the Subconsultants are chargeable directly to CONSULTANT. Nothing in this Agreement constitutes or creates a contractual relationship between CITY and anyone other than CONSULTANT.

5.4. **Independent Contractor.**

(A) CONSULTANT understands and acknowledges that CONSULTANT is an independent contractor, not an employee, partner, agent, or principal of CITY. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONSULTANT is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for CONSULTANT and for CONSULTANT's employees and Subconsultants. CONSULTANT has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom CONSULTANT uses in performing the Services under this Agreement. CONSULTANT shall provide the Services in CONSULTANT's own manner and method, except as this Agreement specifies. CONSULTANT shall treat a provision in this Agreement that may appear either to give CITY the right to direct CONSULTANT as to the details of doing the work, or to exercise a measure of control over the work, as giving CONSULTANT direction only as to the work's end result.

(B) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY for any obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that CITY may be required to make on behalf of CONSULTANT, an employee of CONSULTANT, or any employee of CONSULTANT construed to be an employee of CITY, for the work done under this Agreement.

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

5.5. **Non-Discrimination in Employment.** CONSULTANT shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, gender identity or expression, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

5.6. **Disability Access Laws.** CONSULTANT represents and certifies that the work product, studies, reports, designs, drawings, and specifications that CONSULTANT prepares under this Agreement fully conform to all applicable disability access and design laws, regulations, and standards— including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations— when the Scope of Work requires or calls for compliance with those laws, regulations, or standards.

5.7. **Prevailing Wage Laws.** Services by persons deemed to be employees of CONSULTANT possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. CONSULTANT's sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, CONSULTANT, at its expense, shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.8. **Workers' Compensation.** CONSULTANT understands and acknowledges that all persons furnishing services to CITY under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONSULTANT and not of CITY. In performing the Services or the work under this Agreement, CONSULTANT is liable for providing workers' compensation benefits to CONSULTANT's employees, or anyone whom CONSULTANT directly or indirectly hires, employs, or uses. CITY is not responsible for any claims at law or in equity caused by CONSULTANT's failure to comply with this Paragraph.

6.0 **FACILITIES**

6.1. CONSULTANT shall provide all facilities necessary to fully perform and complete the Services. If CONSULTANT needs to use a CITY facility, CONSULTANT shall meet and confer with CITY before CONSULTANT begins the work that this Agreement requires, the PARTIES shall agree to any costs chargeable to CONSULTANT, and in an amendment to this Agreement, the PARTIES shall describe the facility's terms of use and its charges.

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

6.2. CONSULTANT shall pay for any damage to CITY property, facilities, structures, or streets arising out of CONSULTANT’s use, occupation, operation, or activities in, upon, under, or over any portion of them.

7.0 PAYMENT

7.1. CITY’s payment to CONSULTANT will be based upon CONSULTANT’s Fee Schedule, which is attached as “Exhibit C” to this Agreement and is incorporated into it by this reference. **[NOTE: “Exhibit C” must include a breakdown of the not-to-exceed amount, including hourly rates for project staff, any overtime rates, a list and the rate for any reimbursable expenses, or a statement that costs are included in the hourly rate, and an explanation of any mark-ups.]** Except as itemized in the Fee Schedule, CONSULTANT shall pay for all expenses, including reimbursable or out-of-pocket expenses, that CONSULTANT incurs in performing the Services. The Fee Schedule will remain in effect for the Agreement’s Term.

[Select one of the following provisions:]

7.2. **Fee.** [OPTION 1] CITY shall pay for the Services in a lump sum, which is not to exceed _____ dollars (\$_____), upon CONSULTANT’s satisfactory completion of the Services and CONSULTANT’s delivery of the work product.

7.2. **Fee.** [OPTION 2] CITY shall pay for the Services that CONSULTANT performs in accordance with this Agreement at the hourly rate(s) specified in “Fee Schedule” the TOTAL amount of which is not to exceed _____ dollars (\$_____).

7.2. **Fee.** [OPTION 3] CITY shall pay for the Services in **[IF PAYMENTS ARE IN INTERVALS, SPECIFY A PERIOD (e.g., monthly/ quarterly) OR SPECIFY A QUANTITY (e.g., two/ three/ five)]** installments, the TOTAL amount of which is not to exceed _____ dollars (\$_____). Each installment will be payable upon satisfactory completion, in CITY’s determination, of the work in each phase identified below, and in an amount proportionate to the work CONSULTANT performed or completed within each phase:

<u>Phase:</u>	<u>Description:</u>	<u>Amount:</u>
I –	[Example: Construction Documents] _____	\$ _____
II –	[Example: Bid Documents] _____	\$ _____
III –	[Example: Construction Support] _____	\$ _____
IV –	[Example: Project ‘s Closeout] _____	\$ _____
	TOTAL	\$ _____

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

7.3. If CITY requires additional work not included in this Agreement, CONSULTANT and CITY shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

7.4. **Maximum Cost.** CONSULTANT expressly acknowledges that the total cost to complete all tasks set forth in “Exhibit A” must not exceed _____ dollars (\$_____) (“Maximum Cost”). When CONSULTANT has billed 75% of the Maximum Cost, CONSULTANT shall provide written notice to CITY’s Project Manager that CONSULTANT has expended 75% of the Maximum Cost.

7.5. **Taxes.** CONSULTANT shall pay all applicable (federal, state, county, local, CITY) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONSULTANT’s services under this Agreement.

7.6. **Invoices.** CONSULTANT shall submit an original, itemized invoice to CITY for approval, before receiving compensation. CONSULTANT shall submit the invoice at no more than monthly intervals. All invoices must include a summary of total costs, description of the Services performed, a brief itemization of costs associated with each task or phase, and the total phase or project costs to date.

8.0 **AUDIT BY CITY**

8.1. During this Agreement’s Term and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of it, CONSULTANT shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONSULTANT’s performance of this Agreement; and

(B) Permit CITY or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONSULTANT’s performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work CONSULTANT has performed or will perform under this Agreement.

9.0 **DATA, RECORDS, PROPRIETARY RIGHTS**

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

9.1. **Copies of Data.** CONSULTANT shall provide CITY with copies or originals of all data that CONSULTANT generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that CONSULTANT generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, CITY.

9.2. **Ownership and Use.**

(A) Unless CITY states otherwise in writing, each document—including, but not limited to, each report, draft, record, drawing, or specification (collectively, “work product”)— that CONSULTANT prepares, reproduces, or causes its preparation or reproduction for this Agreement is CITY’s exclusive property.

(B) CONSULTANT acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. CONSULTANT makes no representation of the work product’s application to, or suitability for use in, circumstances not contemplated by the Scope of Work.

9.3. **Intellectual Property.**

(A) If CONSULTANT uses or incorporates patented, trademarked, or copyrighted work, ideas, or products— in whole or in part— into CONSULTANT’s work product, CONSULTANT represents that:

- (1) CONSULTANT holds the patent, trademark, or copyright to the work, idea, or product; or
- (2) CONSULTANT is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

(B) Unless CITY states otherwise in writing, all proprietary rights or intellectual property rights, including copyrights, that arise from creation of the work under this Agreement vest in CITY. CONSULTANT waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of CITY.

(C) CONSULTANT shall indemnify, defend (including CONSULTANT’s providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.

9.4. **Confidentiality.** CONSULTANT shall not use any information that it obtains from performing the Services for any purpose other than for fulfillment of

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

CONSULTANT's Scope of Work. Without CITY's prior written authorization, CONSULTANT shall not disclose or publish— or authorize, permit, or allow others to disclose or publish— data, drawings, designs, specifications, reports, or other information relating to the Services or the work that CITY assigns to CONSULTANT or to which CONSULTANT has access.

9.5. **Public Records Act.**

(A) CONSULTANT acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 6250 *et seq.*), including its exemptions. CONSULTANT acknowledges that CITY has no obligation to notify CONSULTANT when a request for records is received.

(B) CONSULTANT shall identify in advance all records, or portions of them, that CONSULTANT believes are exempt from production under the Public Records Act.

(C) If CONSULTANT claims a privilege against public disclosure or otherwise objects to the records' disclosure, then:

- (1) CONSULTANT may, when notified by CITY of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or
- (2) CITY may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.

(D) If CONSULTANT fails to identify one or more protectable documents, in CITY's sole discretion, and without its being in breach of this Agreement or its incurring liability to CONSULTANT, CITY may produce the records— in whole, in part, or redacted— or may decline to produce them.

(E) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging CITY's refusal to publicly disclose one or more records that CONSULTANT identifies as protectable, or asserts is protectable.

10.0 **CONFLICT OF INTEREST; CAMPAIGN CONTRIBUTIONS**

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

10.1. **Conflict of Interest.** CONSULTANT represents and certifies that:

(A) CONSULTANT's personnel are not currently officers, agents, employees, representatives, or elected officials of CITY;

(B) CONSULTANT will not employ or hire a CITY officer, agent, employee, representative, or elected official during this Agreement's Term;

(C) CITY's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During this Agreement's Term, CONSULTANT will inform CITY about any possible conflict of interest that may arise as a result of any change in circumstances.

10.2. **Campaign Contributions.**

(A) CONSULTANT and its Subconsultants shall fully comply with Glendale Municipal Code Section 1.10.060, which places limitations on CONSULTANT's and its Subconsultants' ability to make campaign contributions to certain elected City officials or candidates for elected City office. Specifically, Section 1.10.060 prohibits:

- (1) A consultant (including a subconsultant)— who has a contract with the City of Glendale, Glendale Successor Agency, or the Housing Authority of the City of Glendale and that contract is subject to approval by the City Council, Successor Agency, or Housing Authority— from making a contribution to a City Council member, City Clerk, or City Treasurer, when the contract has a total anticipated or actual value of \$50,000 or more, or a combination or series of contracts having a value of \$50,000 or more; and
- (2) A City Council member, Successor Agency member, or Housing Authority member from voting on a contract in which a consultant (or a subconsultant) has provided a campaign contribution.

(B) CONSULTANT acknowledges that even if the Maximum Cost in Paragraph 7.4 of this Agreement is less than \$50,000, CONSULTANT still may be subject to the campaign contribution limitations in Municipal Code Section 1.10.060, when:

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

- (1) CONSULTANT and CITY amend the Scope of Work in this Agreement which increases the Maximum Cost to equal or exceed \$50,000; or
 - (2) CITY, Glendale Successor Agency, or the Housing Authority awards CONSULTANT another contract which has a total anticipated or actual value of \$50,000 or more, or awards CONSULTANT a combination or series of contracts which have a value of \$50,000 or more.
- (C) CONSULTANT represents and certifies that:
- (1) CONSULTANT has read and fully understands the provisions of Municipal Code Section 1.10.060;
 - (2) CONSULTANT will not: (a) make a prohibited campaign contribution to an individual holding CITY elective office; or (b) otherwise violate Municipal Code Section 1.10.060; and
 - (3) CONSULTANT shall timely complete, return, and update one or more disclosure or reporting forms that CITY provides.

11.0 INSURANCE

11.1. When CONSULTANT signs and delivers this Agreement to CITY, and during this Agreement's Term, CONSULTANT shall furnish CITY with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements," which are attached as "Exhibit C" (C-1 to C-___) to this Agreement and are incorporated into it by this reference.

11.2. This Agreement's insurance provisions:

(A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

12.0 INDEMNITY

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

12.1. To the maximum extent permitted by law— including, but not limited to, California Civil Code Sections 2778 and 2782.8— CONSULTANT, its employees, agents, Subconsultants, and persons whom CONSULTANT employs or hires (individually and collectively, “CONSULTANT INDEMNITOR”) shall indemnify, defend, and hold harmless CITY, its officers, agents, employees, and representatives (individually and collectively, “CITY INDEMNITEE”) from and against a “**liability**” [as defined in Subparagraph (A) below], or an “**expense**” [as defined in Subparagraph (B) below], or both, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of a CONSULTANT INDEMNITOR:

(A) “**Liability**” means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the **liability** is:

- (1) Actual or alleged;
- (2) In contract or in tort; or
- (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(B) “**Expense**” means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to:

- (1) Attorney’s fees;
- (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal;
- (3) Fees of an accountant, expert witness, consultant, or other professional; or
- (4) Pre or post: judgment interest or settlement interest.

12.2. Under this Article, CONSULTANT INDEMNITOR’s defense and indemnification obligations:

(A) Apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a CITY INDEMNITEE; but

(B) Do not apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the sole active negligence or willful misconduct of a CITY

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

INDEMNITEE.

12.3. To the extent that CONSULTANT INDEMNITOR's insurance policy provides an upfront defense to CITY, CONSULTANT INDEMNITOR's obligation to defend a CITY INDEMNITEE under this Article:

(A) Means that CONSULTANT INDEMNITOR shall provide and pay for legal counsel, acceptable to CITY, for the CITY INDEMNITEE;

(B) Occurs when a claim, suit, complaint, pleading, or action against a CITY INDEMNITEE arises out of, pertains to, relates to, or asserts the negligence, recklessness, or willful misconduct of CONSULTANT INDEMNITOR; and

(C) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies CONSULTANT INDEMNITOR.

12.4. Paragraph 12.3 does not limit or extinguish CONSULTANT INDEMNITOR's obligation to reimburse a CITY INDEMNITEE for the costs of defending the CITY INDEMNITEE against a **liability**, or an **expense**, or both. A CITY INDEMNITEE's right to recover defense costs and attorney's fees under this Article does not require, and is not contingent upon, the CITY INDEMNITEE's first:

(A) Requesting that CONSULTANT INDEMNITOR provide a defense to the CITY INDEMNITEE; or

(B) Obtaining CONSULTANT INDEMNITOR's consent to the CITY INDEMNITEE's tender of defense.

12.5. If CONSULTANT subcontracts all or any portion of the Services under this Agreement, CONSULTANT shall provide CITY with a written agreement from each Subconsultant, who must indemnify, defend, and hold harmless CITY INDEMNITEE under the terms in this Article.

12.6. CONSULTANT INDEMNITOR's obligation to indemnify, defend, and hold harmless CITY will remain in effect and will be binding upon CONSULTANT INDEMNITOR whether the **liability**, or the **expense**, or both, accrues— or is discovered— before or after this Agreement's expiration, cancellation, or termination.

12.7. Except for Paragraph 12.3, this Article's indemnification and defense provisions are separate and independent from the insurance provisions in Article 11. In addition, the indemnification and defense provisions in this Article:

(A) Are neither limited to nor capped at the coverage amounts specified

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

under the insurance provisions in Article 11; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Article 11.

13.0 DEFAULT, REMEDIES, AND TERMINATION

13.1. **Default.** Default under this Agreement occurs upon any one or more of the following events:

(A) CONSULTANT refuses or fails— whether partially, fully, temporarily, or otherwise— to:

- (1) Provide or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires;
- (2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires;
- (3) Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or

(B) CONSULTANT, or its personnel, or both— whether partially, fully, temporarily, or otherwise:

- (1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;
- (2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;
- (3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;
- (4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or

(C) CONSULTANT:

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

- (1) Or another party for or on behalf of CONSULTANT: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;
- (2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement, without notifying CITY, or without CITY’s written authorization;
- (3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying CITY, or without CITY’s written authorization;
- (4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONSULTANT’s behalf, is convicted under state or federal law, during this Agreement’s Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

(D) Any other justifiable cause or reason, as reasonably determined by the City Manager, or a designee.

13.2. **Notice of Default.** If CITY deems that CONSULTANT is in Default, or that CONSULTANT has failed in any other respect to perform satisfactorily the Services specified in this Agreement, CITY may give written notice to CONSULTANT specifying the Default(s) that CONSULTANT shall remedy within [SELECT: 5/ 10/ 14/ 30] days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. **Remedies upon Default.** Within [SELECT THE SAME NUMBER IN PARAGRAPH 13.2 ABOVE: 5/ 10/ 14/ 30] days after receiving CITY’s Notice of Default, if CONSULTANT refuses or fails to remedy the Default(s), or if CONSULTANT does not commence steps to remedy the Default(s) to CITY’s reasonable satisfaction, CITY may exercise any one or more of the following remedies:

(A) CITY may, in whole or in part and for any length of time, immediately suspend this Agreement until such time as CONSULTANT has corrected the Default;

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

(B) CITY may provide for the Services either through its own forces or from another consultant, and may withhold any money due (or may become owing to) CONSULTANT for a task related to the claimed Default;

(C) CITY may withhold all moneys, or a sum of money, due CONSULTANT under this Agreement, which in CITY's sole determination, are sufficient to secure CONSULTANT's performance of its duties and obligations under this Agreement;

(D) CITY may immediately terminate the Agreement;

(E) CITY may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

(1) Seeking CONSULTANT's specific performance of all or any part of this Agreement; or

(2) Recovering damages for CONSULTANT's Default, breach, or violation of this Agreement; or

(F) CITY may pursue any other available, lawful right, remedy, or action.

13.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 13.3, CITY may elect to terminate this Agreement at any time upon [SELECT: 10/ 14/ 30] days' prior written notice. Upon termination, CONSULTANT shall receive compensation only for that work which CONSULTANT had satisfactorily completed to the termination date. CITY shall not pay CONSULTANT for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

14.0 **GENERAL PROVISIONS**

14.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONSULTANT nor CITY has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with CITY's and CONSULTANT's signature.

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

14.2. **Interpretation.** This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments. If a conflict occurs between a provision in this Agreement and a provision in an attachment, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

- (1) The Agreement.
- (2) Exhibit C (Insurance Requirements).
- (3) Exhibit A (Scope of Work).
- (4) Exhibit “_” (Fee Schedule).

14.3. **Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

14.4. **Governing Law.** California's laws govern this Agreement's construction and interpretation. Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.5. **Waiver of Breach.** If either PARTY fails to require the other to perform any term in this Agreement, that failure does not prevent the PARTY from later enforcing that term, or any other term. If either PARTY waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Agreement's duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY's exercise of any one of them.

14.6. **Attorney's Fees.** If CITY or CONSULTANT brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the “prevailing party” is entitled to “reasonable attorney's fees” in addition to any other relief to which the prevailing party may be entitled. A “prevailing party” has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4).

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

“Reasonable attorney’s fees” of the City Attorney’s office means the fees regularly charged by private attorneys who:

(A) Practice in a law firm located in Los Angeles County; and

(B) Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney’s services were rendered.

14.7. **Further Assurances.** Upon CITY’s request at any time, CONSULTANT shall promptly:

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement’s intent, purpose, and terms.

14.8. **Assignment.**

(A) This Agreement does not give any rights or benefits to anyone, other than to CITY and CONSULTANT. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of CITY and CONSULTANT, and are not for the benefit of another person, entity, or organization. Without CITY’s prior written authorization, CONSULTANT shall not do any one or more of the following:

(1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or

(2) Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Agreement.

(B) Any actual or attempted assignment of rights or delegation of duties by CONSULTANT, without CITY’s prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONSULTANT’s duties, obligations, or responsibilities under this Agreement.

(C) If CITY consents to an assignment of rights, or a delegation of duties, or both, CONSULTANT’s assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

14.9. **Successors and Assigns.** Subject to the provisions in Paragraph 14.8, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.10. **Time is of the Essence.**

(A) Except when this Agreement states otherwise, time is of the essence in this Agreement. CONSULTANT acknowledges that this Agreement's time limits and deadlines are reasonable for CONSULTANT's performing the Services under this Agreement.

(B) Unless this Agreement specifies otherwise, any reference to "day" or "days" means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in either Glendale Municipal Code Section 3.08.010 or California's Government Code, or a day when City Hall is closed, the period is extended to and including the next day that CITY is open for business. A reference to the time of day refers to local time for Glendale, California.

14.11. **Recycled Paper.** CONSULTANT shall endeavor to submit all reports, correspondence, and documents related to this Agreement on recycled paper.

14.12. **Notices.**

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall use the following delivery method:

- (1) Personal delivery;
- (2) U.S. mail, first class postage prepaid;
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested;
- (4) Facsimile; or
- (5) Email.

(B) All written notices or correspondence done in the manner described in Subparagraph (A) above with the street address or place, facsimile number, or email address listed in Subparagraph (C) below will be presumed "given" to a PARTY on whichever date occurs earliest:

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

- (1) The date of personal delivery;
- (2) The third (3rd) business day following deposit in the U.S. mail, when sent by “first class” mail;
- (3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by “certified” mail; or
- (4) The date of transmission, when sent by facsimile or email.

(C) CITY and CONSULTANT designate the following contact person, street address or place, telephone or facsimile number, or email address for giving notice.

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

CITY: City of Glendale
Dept.: _____

Glendale, CA 9120__
Attn: _____

Tel. No.: _____
Fax. No.: _____
Email: _____

CONSULTANT:

Attn: _____

Tel. No.: _____
Fax. No.: _____
Email: _____

(D) At any time, by providing written notice to the other PARTY, CITY or CONSULTANT may change the contact information listed in Subparagraph (C) above.

14.13. **Survival.** This Paragraph and the obligations set forth in Paragraphs 5.4, 5.6, 5.7, 5.8, 7.5, 8.1, 9.1, 9.2, 9.3, 9.4, 9.5, 11.1, 11.2, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 13.3, 14.5, 14.6, 14.7, 14.8, 14.9, and 14.12 survive this Agreement's expiration, cancellation, or termination.

14.14. **Severability.** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

14.15. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Agreement.

14.16. **Representations – Authority.** The PARTIES represent that:

(A) They have read this Agreement, fully understand its contents, and have received a copy of it;

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

(B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its terms; and

(C) They have executed this Agreement on the date opposite their signature.

Executed at Glendale, California.

CITY OF GLENDALE:

By _____
(Name) _____
(Title) _____

Date: _____, 20____

CONSULTANT:

By _____
(Name) _____
(Title) _____

Date: _____, 20____

APPROVED AS TO FORM:

City Attorney

Date

EXHIBIT D – SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA)

EXHIBIT LIST

“Exhibit A”:
(__ pages) Scope of Work

“Exhibit C”:
(__ pages) Insurance Requirements

“Exhibit _”:
(__ pages) Fee Schedule